

ARTICLE 1. - DEFINITIONS

Unless expressly stated otherwise, in these General Terms and Conditions of Purchase the following expressions have the following meaning:

Belgraver: Belgraver B.V., including its subsidiaries.

Customer: the entity to whom Belgraver delivers Products and/or provides services in which the Products will be incorporated.

Defect: a Product that does not meet (anymore) one or more of the warranties as stipulated in article 11.

Products: the items and/or services to be supplied by the Supplier to Belgraver pursuant to a Purchase Order.

Purchase Order: Belgraver's purchase order, which can include:

- these General Terms and Conditions of Purchase; and
- the Belgraver delivery instructions; and
- any other documents and regulations that are referred to in the Purchase Order as being applicable.

Supplier: the entity that is provided with a request for quotation and/or Purchase Order by Belgraver.

ARTICLE 2. - APPLICABILITY

These General Terms and Conditions of Purchase shall apply, with the express rejection of the Supplier's general terms and conditions, to the entire legal relationship between Belgraver and the Supplier with regard to the supply of Products to Belgraver, including requests for quotations and future contracts. Additions to and/or deviations from these General Terms and Conditions of Purchase are only binding if and to the extent they are expressly agreed in writing by Belgraver and Supplier.

ARTICLE 3. - PURCHASE ORDER AND CONFIRMATION

- 3.1 By accepting the Purchase Order and/or starting performance, shipping any Products or furnishing any services (or providing any deliverable arising therefrom) in connection with the Purchase Order, Supplier acknowledges that Supplier has read, understands, and agrees to be bound by the terms and conditions of these General Terms and Conditions of Purchase.
- 3.2 A binding agreement comes into existence by means of Belgraver forwarding the Purchase Order. The Supplier shall confirm receipt of the Purchase Order within 7 calendar days of receipt.

ARTICLE 4. - PRICE AND PAYMENT

- 4.1 Prices listed in the Purchase Order are fixed, exclusive of VAT but inclusive of all other taxes, costs and fees required to comply with the Purchase Order.
- 4.2 Unless explicitly indicated otherwise, the payment term will be 60 calendar days after delivery of the Products, conditional upon receipt of a correct invoice complying with the invoicing instructions and on Belgraver not having sent a notice of Non-conformity as per Article 10 hereof. Payment does not constitute acceptance of the Products. In the event of delivery and invoicing of Products before the agreed delivery date, the payment term shall commence as originally agreed.
- 4.3 Any dispute regarding a Purchase Order does not entitle the Supplier to suspend delivery or performance of its other obligations. Belgraver is entitled to set-off or compensate any claim Belgraver may have under a Purchase Order or any other contract on the Supplier against any amount due by Belgraver to Supplier. Should payment not have been made timely, Supplier is entitled to compensation of its extrajudicial recovery costs amounting to maximally EUR 40,-, regardless whether any costs are made or incurred by Supplier and the amount thereof.

ARTICLE 5. - CERTIFICATES

The Products shall be supplied with all relevant certificates and documents as stipulated in the Purchase Order. The absence of one or more of these certificates and/or documents shall constitute a material breach of the Purchase Order, which prevents the acceptance of the Products.

ARTICLE 6. - INSPECTION

- 6.1 Belgraver and its Customers and/or supervisors are entitled to inspect and/or examine the Products or items destined to be part of the Products, the work and the organisation of the Supplier and to exercise progress control at any time. The Supplier shall offer all reasonable assistance for this, shall allow access to any location(s) where the work is carried out and shall, if requested, produce test reports and other production information for inspection. If the Supplier has been granted permission under article 7 to employ subcontractors or involve other suppliers for the purpose of the Purchase Order, the Supplier shall impose the stipulations of this article 6 on those subcontractors or suppliers for the benefit of Belgraver and its Customers and/or supervisors.
- 6.2 If, at the time of inspection, it is shown that the Products do not meet the specifications of the Purchase Order, or if it can reasonably be expected that the Products will not meet the specifications of the Purchase Order, Belgraver is entitled to reject the Products and the Supplier shall within the timeframe directed by Belgraver present a recovery plan setting out measures, to be taken at the Supplier's expense, to ensure that the Purchase Order shall still be complied with, without prejudice to any of Belgraver's rights.
- 6.3 Inspection, rejection or failure by Belgraver to do so shall not constitute acceptance of the Products.

ARTICLE 7. - SUBCONTRACTING

Other than with Belgraver's express prior written consent, the Purchase Order or part thereof shall not be executed by subcontractors and/or other suppliers. Such consent shall not reduce or limit the Supplier's responsibility for the proper performance of its obligations under a Purchase Order. In case Belgraver approves subcontracting, the Supplier shall be responsible for the flow down of these terms and conditions to its subcontractors. Supplier shall procure in its subcontracts that in case of termination of a Purchase Order, Belgraver may require the Supplier to transfer any of Supplier's subcontracts to Belgraver.

ARTICLE 8. - CHANGES

Belgraver has the right to change the specifications and configuration of the Products and the Supplier shall carry out these changes upon receipt of written instructions to do so. If the Supplier proves, within 7 calendar days of receipt of the instruction and to Belgraver's satisfaction, that the change will affect the price or delivery time and that the change is not caused by or contributed by the Supplier, the parties can discuss an adjustment to the price and/or delivery time during which Belgraver's and the Supplier's obligations are not suspended. Belgraver has the right, in writing or electronically, to change the quantity of Products and/or the delivery date(s) and/or to cancel the Purchase Order in whole or in part. Up to 4 calendar weeks before the original delivery date such change or cancellation shall be at no cost to Belgraver. Up to 2 weeks before the original delivery date Belgraver has the right to suspend, in whole or in part, delivery of the Products at no cost to Belgraver.

ARTICLE 9. - DELIVERY

- 9.1 The Supplier shall deliver the Products, including the required certificates and documents, in accordance with Belgraver's delivery and packaging instructions and on the date stipulated in the Purchase Order.
- 9.2 With the exception of force majeure, if the Supplier fails to comply with its delivery obligations, the Supplier shall pay to Belgraver, without further notice of default being required, by way of penalty which shall not be in lieu of actual damages suffered (in)directly by Belgraver, an amount of 3% of the Purchase Order price for every calendar week or part thereof that the delay continues, to a maximum of 15% of the Purchase Order price.

- Payment of such penalty is without prejudice to Belgraver's rights under the Purchase Order or at law, including but not limited to Belgraver's right to claim payment of the actual damages suffered and/or to terminate the Purchase Order in whole or in part.
- 9.3 The Supplier shall immediately notify Belgraver in writing on any foreseeable delay to a delivery. If the Supplier fails to do so he will not be able to claim force majeure in the matter. Any default on the part of the Supplier's suppliers/subcontractors will never be regarded as force majeure.
- 9.4 Unless stipulated otherwise in the Purchase Order, the delivery of the Products will be Delivery Duty Paid (DDP) to Belgraver premises in Naarden (the Netherlands), in accordance with the Incoterms (latest edition) and with due observance of the passing of risk as set out in article 10 hereunder.

ARTICLE 10. - ACCEPTANCE / PASSING OF TITLE AND RISK

- 10.1 Belgraver will visually inspect the Products for any shortfalls, missing, incomplete or incorrect certificates or documents, visible deficiencies and damage ("Non-conformity") within a reasonable period after delivery. If in Belgraver's opinion there is a Non-conformity, Belgraver will notify the Supplier, in writing and no later than 30 calendar days after delivery, of the Non-conformity of the Products or part of the Products.
- 10.2 Belgraver is entitled to determine whether the Supplier must replace the Products or remedy the Non-conformity within a period to be stipulated by Belgraver. If replacement or remedy does not occur within this period, Belgraver is entitled, at Belgraver's discretion and without Belgraver being liable for any compensation, to
- terminate the Purchase Order in writing, and/or,
 - remedy the Non-conformity or have the Non-conformity remedied at the Supplier's expense, and/or if applicable,
 - have the Products certified retrospectively at the expense of the Supplier.
- These rights are without prejudice to any rights that Belgraver may have under the Purchase Order (including but not limited to the rights stipulated in articles 11, 12 and 14 of these General Terms and Conditions of Purchase) and/or at law.
- 10.3 If Belgraver does not send a notice of Non-conformity within the 30 calendar days period stipulated above, the Products may be deemed to have been accepted.
- 10.4 Signing a confirmation of receipt shall not constitute acceptance of the Products.
- 10.5 Title to the Products shall pass to Belgraver upon delivery as defined in Article 9 hereof, or, in case a payment is made by Belgraver prior to delivery, upon receipt of such payment by Supplier.
- 10.6 The Products shall be delivered free from liens, charges, encumbrances or attachments. The risk in the Products shall pass in accordance with the applicable Incoterms. Notwithstanding this, in case of loss or damage to the Products due to the non-fulfillment by the Supplier of the packaging requirements or any other of Supplier's obligations or to its negligence, the Supplier shall be fully responsible for the damages caused to and/or costs incurred by Belgraver.

ARTICLE 11. - WARRANTY

The Supplier warrants that the Products:

- shall be complete, in good order, new, and free from defects in design, workmanship and material; and
- shall meet, in all aspects, the requirements and specifications stipulated and referred to in the Purchase Order including any changes and/or additions thereto; and
- shall conform to all applicable laws and regulations, including but not limited to environmental and safety regulations and those of civil aviation authorities and/or military supervisors; and

- shall not infringe on patents or other intellectual and industrial property rights or other rights of third parties.

ARTICLE 12. - WARRANTY CONTENT / TERM

- 12.1 If within 18 months after acceptance of the Products by Belgraver – in the event of infringement or alleged infringement of patents or other intellectual and industrial property rights or other rights of third parties: at any time – Belgraver determines that there is a Defect, Belgraver will notify the Supplier and the Supplier shall, without further costs to Belgraver, immediately replace or repair the Products or acquire a transferable right of use for Belgraver and Belgraver's Customers or otherwise remedy the Defect, at Belgraver's discretion.
- 12.2 If the Supplier fails to comply with this obligation Belgraver has the right, without a requirement for further notice of default, to remedy the Defect at the expense of the Supplier. If there is a Defect concerning three or more comparable Products, Belgraver has the right to demand free of charge replacement or repair or remedy as stipulated previously in this article, of Products that have already been delivered or are still to be delivered, even if the Defect has not yet occurred in those Products.
- 12.3 The Supplier is liable for all costs and damages incurred by Belgraver and its Customer resulting from a Defect such as but not limited to installation, removal, (dis)assembly, testing and transport costs. At the discretion of Belgraver these costs and damages may be deducted from any amount due and payable by Belgraver to the Supplier or invoiced separately by Belgraver to the Supplier. Neither this article 12 nor any other article in these Terms and Conditions of Purchase excludes or limits the Supplier's liability at law.

ARTICLE 13. - CONFIDENTIALITY

The Supplier undertakes to maintain the confidentiality of all information and know-how supplied by Belgraver and shall use this information and know-how exclusively for the execution of the Purchase Order.

ARTICLE 14. - LIABILITY

- 14.1 The Supplier shall be liable to Belgraver for the timely and proper performance of its obligations under the Purchase Order. The Supplier shall be liable for all costs, losses, damages and liabilities, including but not limited to costs and expenses incidental thereto such as legal fees, which may be incurred by or claimed from Belgraver as a consequence of the failure by the Supplier to comply with its obligations.
- 14.2 The Supplier shall be solely liable at law and shall indemnify and hold Belgraver, its officers, directors, employees or insurers harmless from and against any and all claims, losses, liabilities, suits, judgments, expenses and costs (including attorney fees) or the like in any way connected with the death of or injury to any third party whomsoever, or loss of or damages to any property of any third party when arising out of, or having its origin in the acts or omissions of Supplier in connection with the performance of the Purchase Order.
- 14.3 Under no circumstances will Belgraver be liable for consequential, indirect, special, punitive, exemplary, multiplied or incidental damages or lost profits whether foreseeable or unforeseeable. In no event will Belgraver be liable for damages that exceed, in the aggregate, the amount due from Belgraver as set forth in the Purchase Order, but not already paid to Supplier for the Products provided by Supplier in accordance with the Purchase Order. This section will not apply only when and to the extent that the applicable law requires liability despite the foregoing disclaimer, exclusion and limitation.

ARTICLE 15. - INSURANCE

The Supplier shall take out and maintain insurance, at Supplier's cost, to sufficiently cover Supplier's risks and liabilities in connection with the Purchase Order. At the request of Belgraver Supplier shall provide evidence thereof. The requirement of insurance shall in no way affect Supplier's liability hereunder.

ARTICLE 16. - BELGRAVER SUPPLIED ITEMS (BSI) AND TOOLING

- 16.1 All items such as raw material, parts, equipment, drawings, models, matrices, moulds, dies and specific tools required for the execution of the Purchase Order that are made available by Belgraver ("BSI"), shall remain the property of Belgraver.
- 16.2 All auxiliary items such as drawings, models, matrices, moulds, dies and specific tools that have been manufactured or purchased by the Supplier for the execution of Purchase Orders ("Tooling") shall immediately upon manufacture or purchase thereof become the property of Belgraver.
- 16.3 As long as the Supplier has such BSI and/or Tooling under his custody or control, the Supplier shall be responsible for the cost of maintenance, storage and for the risk of damage to and/or loss of such BSI and Tooling. The Supplier shall ensure that BSI and Tooling is marked in such a way that Belgraver will be able to exercise its proprietary rights at all times and the Supplier shall offer Belgraver all the required assistance to do so, including the granting of access.
- 16.4 If a third party threatens to take possession of BSI and/or Tooling, the Supplier shall immediately notify Belgraver thereof.

ARTICLE 17. - TERMINATION

- 17.1 Belgraver shall have the right at all times to unilaterally terminate a Purchase Order by means of written notification, which may include a term, to the Supplier.
- 17.2 If Belgraver terminates the Purchase Order for convenience Belgraver will reimburse, subject to article 8, the Supplier for the direct, reasonable and irreversible costs the Supplier can prove he has incurred in the proper execution of the Purchase Order, insofar as these costs have not yet been reimbursed by Belgraver by means of previous payments to the Supplier including but not limited to costs of Tooling as per article 16 hereof, after acceptance of these costs by Belgraver and upon receipt of a correct invoice. The Supplier must forward such a claim for costs, substantiated with supporting documentation, within 1 month after the termination date specified in the written notification. Failure to do so shall result in forfeiture of any right to compensation.
- 17.3 Without prejudice to Belgraver's other rights under the Purchase Order and at law, including but not limited to the right to claim compensation for Belgraver's costs, losses and damages, Belgraver has the right at any time to terminate a Purchase Order in writing, without a requirement for notice of default or judicial intervention if the Supplier does not fulfil one or more of his contractual obligations or if such may be anticipated, is declared bankrupt, applies for suspension of payments or voluntary liquidation or if a third party submits such an application or if a situation arises which, in Belgraver's opinion, may lead to suspension of payments or (in)voluntary liquidation, without Belgraver being responsible for any costs or damages of Supplier that are or may be the result of such termination.

ARTICLE 18. - EXPORT CONTROL

- 18.1 If applicable, Supplier acknowledges that Products or parts thereof may be subject to export control regulations and that diversion to export control regulations is prohibited.

18.2 Supplier certifies that it shall comply with all applicable export control regulations including requirements for registration, licensing, authorisation and any restrictions thereto.

18.3 The Parties undertake to assist each other in obtaining any required authorisation or export license. If the Products or parts thereof are subject to one or more export control regulations, Supplier shall:

- advise Belgraver of the export control classification number, and
- obtain export licenses to ensure timely delivery of the Products to Belgraver, and
- advise Belgraver of any restriction or proviso's by providing a copy of export licenses and/or amendments thereto.

Any technical data authorised for export, re-export or transfer to Belgraver shall be marked with the export control classification number and its corresponding authorisation reference.

ARTICLE 19. - ASSIGNMENT

Belgraver is entitled to transfer or assign any of its rights and obligations under Purchase Order at any time and without requiring the Supplier's consent.

ARTICLE 20.- PERSONAL DATA

- 20.1 Belgraver gathers personal data in the framework of a contract with the Supplier. These data are used for entering into and performing the contract or if there is a legitimate interest. For more information on how Belgraver safeguards your privacy and your privacy rights, such as your right to object to the processing, see <https://www.belgraver.nl/privacy-statement/>.
- 20.2 Belgraver reserves the right to provide the Supplier's (personal) data to third parties if this is necessary for the performance of the contract and/or if there is a legitimate interest.
- 20.3 Belgraver will store the Supplier's (personal) data in its database and will use the data on the basis of a legitimate interest for Belgraver's processing purposes, unless the Supplier explicitly states that the data which are made available may not be provided by Belgraver for Belgraver's processing purpose. The Supplier states that it has complied with all applicable legislation and regulations in the area of personal data protection (in particular the duty to provide information) with regard to its customers in respect of the personal data which it has provided to Belgraver and that said legislation and regulations permit that these personal data may be provided to Belgraver and that these data may be processed and stored by Belgraver and provided to third parties.

ARTICLE 21. - LAW / COURT

- 21.1 The Purchase Order and all agreements arising therefrom or connected therewith shall exclusively be governed by the laws of The Netherlands without its conflict of law principles. The stipulations of the Vienna Sales Convention of 11 April 1980 (CISG) (Bulletin of Treaties 1981, 84 and 1986, 61) are excluded.
- 21.2 The Parties agree to submit in first instance any dispute that may result from Purchase Order or any agreement arising there from or connected therewith to the competent Civil Court in Utrecht (Rechtbank Midden-Nederland).