

### Article 1. Definitions

- 1.1 Boxpert: Boxpert B.V., with registered office in Huizen, the Netherlands
- 1.2 Other party: Each seller, supplier or contractor with which Boxpert enters into an agreement.
- 1.3 Agreement: Each legal relationship that may be governed by these general purchase conditions pursuant to Article 2.1 below.
- 1.4. Purchase conditions: These general purchase conditions
- 1.5 Work: All work and services other than under an employment contract, performed on Boxpert's instruction, related or unrelated to the delivery of goods
- 1.6 Goods: All products delivered to Boxpert under these general purchase conditions

### Article 2. Scope

- 2.1 These general purchase conditions govern all requests, offers and agreements for which Boxpert acts as the requesting/purchasing party, unless expressly agreed otherwise in writing.
- 2.2 The applicability of the other party's (general) terms and conditions, whatever named, is expressly excluded.

### Article 3. Offers, agreements

- 3.1 At Boxpert's request, the other party must submit an irrevocable offer.
- 3.2 Offers are valid for 14 days, unless agreed otherwise in writing.
- 3.3 If a written engagement is awarded further to the other party's offer, the agreement comes into existence as soon as Boxpert dispatches such engagement to the other party.
- 3.4 Boxpert only dispatches or confirms the engagement in writing.
- 3.5 Boxpert has the right to make modifications and supplements to the offer. In that event, the agreement comes into existence as soon as Boxpert receives a written confirmation of the engagement in accordance with the modified or supplemented offer.
- 3.6 Boxpert has the right to require modifications in terms of the nature and volume of the goods to be delivered, with due observance of the requirements of reasonableness and fairness. Modifications are agreed in writing.
- 3.7 Requests submitted by Boxpert, offers made by the other party and engagements awarded by Boxpert may be dispatched electronically, in which case they are equated to written documents.

### Article 4. Prices

- 4.1 To the extent not agreed otherwise, the prices and rates agreed upon are fixed, ineligible for set-off and denominated in euros. They exclude VAT.
- 4.2 Unless agreed otherwise in writing, prices include the cost of transport, customs clearance, insurance and packing (DDP, Incoterms 2000).
- 4.3 The prices and rates agreed upon include all work to be performed under the agreement by the other party and third parties, including all additional costs, such as for inspections.

### Article 5. Delivery

- 5.1 Conditions of delivery must be interpreted in accordance with the valid Incoterms published by the International Chamber of Commerce in Paris, France.
- 5.2 Delivery must be made on a Delivered Duty Paid (DDP) basis, in accordance with the place of delivery, time or period agreed upon.
- 5.3 As soon as the other party knows or should have known it will fail to comply with the agreement, it is obliged to notify Boxpert, stating the reasons for its failure. Failure to deliver the goods or to deliver them on time constitutes default pursuant to Article 14.1 below.
- 5.4 If Boxpert requests that the other party suspend delivery, the other party must store the goods, properly packed, make all reasonable efforts to prevent the quality of the goods from deteriorating, secure the goods and insure them in exchange for compensation to be agreed upon in writing. Boxpert is not in default in such a situation.
- 5.5 Delivery is understood to include delivery of all related auxiliary materials and related documentation, such as drawings and instruction manuals containing instructions for use.

### Article 6. Packing and dispatch

The other party is liable for damage caused by or related to faulty packing.

### Article 7. Ownership and risk

- 7.1 The ownership and risk in the goods passes from the other party to Boxpert or to a third party to be designated by Boxpert at the time of actual delivery or completion.
- 7.2 The ownership and the risk in rights passes from the other party to Boxpert or to a third party to be designated by Boxpert at the time of execution of a written agreement by the other party and Boxpert.
- 7.3 In the event of suspended delivery as referred to in Article 5.4 above, the ownership in the relevant goods passes from the other party to Boxpert at the time at which the goods are stored at the premises of Boxpert or of a third party to be designated by Boxpert, clearly marked as its property.

### Article 8. Payment

- 8.1 Payment must be made no later than 30 days following receipt of the invoice and following delivery or acceptance.
- 8.2 Payment by Boxpert in no way whatsoever implies the waiver of any right.

Article 9. Warranty

- 9.1 The other party warrants that the goods delivered:
- are in accordance with the agreement (conformity requirement);
  - have the characteristics described; and
  - are complete and ready for use and include all auxiliary items required for the goods to function properly.
- 9.2 If it becomes clear that the goods do not satisfy the requirements set out in paragraph 1 above, the other party must immediately and at its own expense remedy or replace the goods upon Boxpert's first written demand and at Boxpert's discretion.
- 9.3 The warranty period for the goods must be at least 6 months following acceptance.

Article 10. Inspection/acceptance

- 10.1 Unless agreed otherwise in writing, Boxpert has the right to inspect/accept goods upon delivery or completion in accordance with its own procedures.
- 10.2 If some or all of the goods are rejected/not accepted upon delivery or completion, Boxpert notifies the other party accordingly within 7 days. Such notification represents a notification of default referred to under Article 14.1 below.

Article 11. Assignment and transfer

Without Boxpert's prior written approval, the other party may not, either in whole or in part, assign its rights and obligations that arise from the agreement or transfer the performance of the agreement to a third party.

Article 12. Termination

Boxpert always has the right to terminate the agreement early by means of a written notification to the other party, provided it states sufficiently serious reasons. In that event, the parties must mutually consult as to the consequences of the termination, including a reasonable compensation of the other party for the costs of termination. The notice period is 14 days.

Article 13. Liability, waiver and insurance

- 13.1 If Boxpert suffers any damage or loss caused by or related to the performance of the agreement by or on behalf of the other party as a result of a failure attributable to the other party, the other party is liable to pay damages.
- 13.2 The other party holds Boxpert harmless against any and all claims for damages from third parties as referred to in paragraph 1 above. Furthermore, the other party holds Boxpert harmless against any and all claims from third parties related to breaches by the other party of agreements concluded between them and/or non-compliance with statutory provisions.
- 13.3 The other party is obliged to maintain adequate insurance against its liability and risks as described in paragraphs 1 and 2 above. Such insurance does not restrict the other party's liability or result in shared liability on the part of Boxpert.

Article 14. Failure to perform the agreement

- 14.1 In the event of failure to perform the agreement, the other party is notified of its default in writing. Where no other period has been specified, the reasonable period is set at 21 days.
- 14.2 If the goods meeting the requirements of the agreement are not delivered within the period agreed upon, the other party owes a penalty of 0.1% of the price of the relevant goods plus VAT for each day such failure continues, subject to a maximum of 10%.
- 14.3 The right to claim a penalty referred to in paragraph 2 above does not prejudice Boxpert's right to demand full performance of the agreement as well as the right to claim damages to the extent its damage or loss exceeds the amount of the penalty.
- 14.4 If performance within the period set in paragraph 1 above does not take place and/or the other party can reasonably be deemed to be unable or no longer to be able to meet its obligations, and if the other party has become bankrupt or has been granted suspension of payments, the other party is in default by law, and Boxpert has the right to:
- a) instruct third parties to perform the agreement, in whole or in part, at the other party's expenses without Boxpert being obliged to pay any damages and without prejudice to any rights Boxpert may otherwise have, including Boxpert's right to claim damages or penalties or demand full performance;
  - b) suspend its payment obligations;
  - c) terminate the agreement, in whole or in part, by written notification to the other party.

Article 15. Applicable law, disputes

- 15.1 The agreement and all agreements arising from it are exclusively governed by Dutch law.
- 15.2 All disputes, including those considered disputes by only one of the parties, that may arise between the parties from this agreement or any agreements arising from this agreement must be submitted for settlement to the competent court in the Amsterdam district.
- 15.3 The applicability of the Vienna Sales Convention (CISG) is hereby expressly excluded.