

SECTION I GENERAL

This version of the Purchase Conditions is a translation of the Dutch original version. In the event of (interpretation) differences, the Dutch version prevails.

Article 1. Parties and definitions

1. PWR Pack: PWR Pack International B.V., established in De Klomp at Veredelingstraat 4 (6745 XT), registered with the Chamber of Commerce under number 18088914, PWR Pack of these General Purchase Conditions.
2. Further details of PWR Pack:
Website: <http://www.pwrpack.com>
Email: info@pwrpack.com
Telephone number: +31-318 519757
VAT identification number: NL818030355B01
3. Contractor: the (potential) provider of goods, including goods/material assets and property rights/immaterial assets (e.g. license, software and other IP rights) or services to PWR Pack.

Article 2. Applicability, quotation, assignment and formation of Agreement

1. PWR Pack requests the Contractor to submit to it, specifying a technical specification, desired quantities, delivery time and place of delivery, a quotation for the goods and services to be supplied by the Contractor to PWR Pack under a declaration of applicability of these General Purchase Conditions.
2. A contract is concluded only after a Contract/Order is placed by PWR Pack with the Contractor, this Order/Agreement is confirmed by the Contractor to PWR Pack and this confirmation is subsequently accepted by PWR Pack or in case PWR Pack accepts a quotation from the Contractor.
3. An intention to award does not constitute acceptance as referred to in the preceding paragraph or within the meaning of Section 6:217(1) of the Dutch Civil Code.
4. PWR Pack may prescribe to the Contractor the use of a certain form for the order confirmation and a deadline by which it must be returned to PWR Pack.
5. All acts performed by the Contractor prior to the conclusion of the Contract shall be for the account and risk of the Contractor.
6. Amendments to the Contract and deviations from these General Purchase Conditions shall be effective only if they have been agreed in writing or electronically between PWR Pack and the Contractor.
7. If changes result in an increase in costs, a resulting change in the price must be agreed between the parties in writing or electronically.
8. The parties declare these General Purchase Conditions applicable to the contracts entered into by the parties with each other. These General Purchase Conditions shall also apply to future contractual relationships between the parties.
9. General (sales) terms and conditions of the Contractor are expressly rejected.
10. Deviations from these General Purchase Conditions shall only apply insofar as they have been expressly agreed in writing by the parties.
11. Third parties engaged by PWR Pack in the performance of the contract may also invoke these conditions.
12. In the case of long-term contracts, which end by expiry of time, PWR Pack reserves the right to modify or supplement these purchase conditions. Amendments also apply to contracts already concluded, subject to a period of 30 days after notification of the amendment. Changes of minor importance may be made at any time. If the Contractor does not wish to accept an amendment to these Purchase Conditions, it must have made this known in writing before the date on which the new Purchase Conditions come into force.

Article 3. Legal requirements

1. Contractor warrants that the design, composition and quality of the goods and services to be supplied under the Contract comply in all respects with all applicable requirements laid down in laws and/or other relevant governmental regulations in the Netherlands, EU and (to the Contractor's knowledge) the country of the customer for whose benefit PWR Pack is to use the Contractor's goods and/or services.
2. The provisions of paragraph 1 also apply to the normal and any special use of the goods communicated by PWR Pack.

Article 4. Confidentiality

1. The Contractor undertakes not to disclose in any way - including via social media channels - or use for its own purposes anything that comes to its knowledge during

the performance of the Agreement and of which the confidential nature is known or may reasonably be suspected, except insofar as any statutory regulation or court order requires disclosure.

2. The Contractor shall oblige persons working under him or third parties engaged by him to comply with this duty of confidentiality.

3. PWR Pack has the right, in case of violation of the preceding paragraphs by the Contractor and/or a person working for the Contractor and/or a third party engaged by him, to immediately suspend the Contract or to terminate it without judicial intervention and without notice of default.

4. Unless otherwise agreed in writing with the Contractor, PWR Pack may, without further restrictions, store, process and (re)use all information PWR Pack obtains in the performance of the Contract.

Article 5. Intellectual property rights

1. All (claims to) intellectual property rights (IP rights) in respect of any result arising from the Contract shall be vested in PWR Pack, unless otherwise agreed in writing. The Contractor transfers these (claims to) IP rights - to the extent necessary - to PWR Pack free of charge. Upon first request, the Contractor shall cooperate free of charge in effecting the transfer and, to the extent necessary, hereby grants PWR Pack an irrevocable power of attorney to perform all necessary acts for compliance with this article.

2. A result as referred to in paragraph 1 of this article means all that is brought about under the Contract irrespective of whether the Contractor thereby makes use of any contribution by PWR Pack and/or third parties.

3. To the extent possible, the Contractor waives any personality rights to any copyright works created under the Agreement.

4. Unless otherwise agreed in writing, the Contractor shall not retain or acquire any right of use in respect of any result of the Agreement.

5. Unless expressly agreed otherwise in writing, the Contractor is not permitted during the performance of the Agreement and for two years thereafter to supply to third parties products similar to those included in the Agreement and/or to use for the benefit of third parties knowledge acquired in the performance of the Agreement if these products have been manufactured in accordance with PWR Pack's specifications and have therefore been developed, prefabricated or manufactured on the basis of an individual choice or decision of the PWR Pack or are clearly intended exclusively for PWR Pack.

6. In the contact with the Contractor, (business) sensitive information is regularly made available to the Contractor. PWR Pack is entitled at any time, after considering its interests, to have the Contractor sign an (additional) NDA. If this is refused, PWR Pack is entitled, without any obligation to pay damages or costs, to break off negotiations and/or terminate the contract.

7. PWR Pack expressly reserves copyright in respect of any work disclosed to the Contractor under the Contract. The Contractor acknowledges this reservation.

8. Unless otherwise agreed in writing, the Agreement never implies a transfer of intellectual property rights from PWR Pack to the Contractor.

9. The Contractor shall indemnify PWR Pack against claims by third parties for alleged infringements by third parties of patents or designs or other intellectual property rights accruing to them in connection with the manufacture, repair or use of the goods supplied.

10. If the design for the goods supplied is subject to any intellectual property right in the name of the Contractor, PWR Pack, who proceeds to repair or cause to be repaired, shall not be deemed to infringe any such right and PWR Pack shall have the right to commercial use, processing and incorporation of such goods into other goods.

11. If the design for the goods supplied is subject to any intellectual property right in the name of PWR Pack, the provisions of Article 8 paragraph 5 shall apply mutatis mutandis.

12. The Contractor guarantees and warrants that the goods and services supplied under the Contract do not in any way infringe the rights of third parties in the Netherlands, EU and (to the Contractor's knowledge) the country of the customer for whose benefit PWR Pack is to use the Contractor's goods and/or services.

Article 6. Property of PWR Pack

1. All models, designs, images, films, drawings, photographs, stamps, other image, sound and information carriers or other aids made available to the Contractor by PWR Pack or made or acquired by the Contractor for and on the instructions and at the expense of PWR Pack shall remain or become the property of PWR Pack. The Contractor shall keep such aids in good condition and insure them against fire and theft and keep them insured for as long as they are under his control. Unless otherwise agreed in writing.

2. The Contractor shall make these aids available to PWR Pack in good condition upon first request. PWR Pack shall then, however, be liable for damages for delay incurred by the Contractor. If the Contractor does not return the aids, incompletely or damaged to PWR Pack, the Contractor shall owe

PWR Pack damages. PWR Pack is entitled to deduct this compensation from the sum payable to the Contractor.

3. The Contractor is not allowed to use the tools for any purpose other than preparing the goods for delivery to PWR Pack; nor is he allowed to make these tools available to third parties. The Contractor shall inspect all equipment for soundness prior to use. The Contractor indemnifies PWR Pack against all damages resulting from the use of unsound auxiliary materials, regardless of whose property the auxiliary materials may be.

4. The Contractor is obliged to take measures to ensure the confidentiality of all data, information and all other aids referred to in this article made available by PWR Pack.

Article 7. Liability

1. Contractor shall fully indemnify PWR Pack for all damage to goods or persons which may arise for PWR Pack, its personnel or its customers from or as a result of acts, insofar as these are to be regarded as a shortcoming or wrongful act of the Contractor, its personnel or other persons involved by the Contractor in the performance of the Contract. This shall also include damage caused by the presence, use or supply or removal of property of the Contractor, its personnel or other persons involved by the Contractor in the execution of the Agreement.

2. The Contractor shall fully indemnify PWR Pack against third-party claims for compensation of damage as referred to in paragraph 1.

26. Contractor is obliged to have taken out professional liability insurance adequate for its business operations. In case of activities outside the Netherlands, this insurance will also have to carry worldwide coverage. At any time, the Contractor shall submit the policy to PWR Pack for verification.

3. The parties agree that with regard to the Contractor, force majeure does not include strikes, traffic disruptions, unforeseeable stagnation, disruptions in the supply of energy, transport difficulties, fire, loss or damage in transport, epidemics, pandemics, software problems, illness of personnel and government measures.

Article 8. Privacy

1. Insofar as PWR Pack and the Contractor share personal data with each other in the performance of the Agreement, they will reasonably comply with the requirements arising from the applicable privacy legislation. The Contractor is not entitled to have personal data processed by a third party (sub-processor) in the performance of the Agreement unless written consent has been granted by PWR Pack.

2. The Contractor undertakes to process the personal data received from PWR Pack solely for the performance of the Agreement and to follow all instructions of PWR Pack in doing so.

3. The Contractor shall inform PWR Pack on any request in writing and without delay as to how the Contractor complies with the applicable privacy legislation

29. The Contractor shall make the technical and organisational provisions to protect personal data received by the Contractor from PWR Pack.

4. Contractor warrants that all data it makes available to PWR Pack has been obtained lawfully, has been made available to PWR Pack lawfully and that the data does not infringe any rights of third parties. Contractor indemnifies and holds PWR Pack harmless against any claims or actions by public authorities and/or individuals against PWR Pack arising from any infringement by Contractor and/or its data processor of any third-party rights or obligations under applicable privacy laws.

5. Contractor shall ensure that the personal data made available to PWR Pack will remain up to date in the context of performance of the Agreement and in accordance with applicable privacy laws.

Article 9. Forum, choice of law and transfer of rights

1. PWR Pack is authorized to transfer its rights and obligations under this contract to a third party. The Contractor is authorized to transfer its rights and obligations to a third party only with the written consent of PWR Pack.

2. This - and any other - contract(s) concluded between the parties is exclusively governed by Dutch law, to the exclusion of the Vienna Sales Convention. Should an obligation arise between the parties in the future, other than as a result of a contract, this obligation shall also be governed by Dutch law.

3. In the event that a dispute arises between the parties under the contract, the court in the district in which PWR Pack has its principal place of business has exclusive jurisdiction to hear the dispute. In the event that a dispute arises between the parties regarding non-contractual obligations, the court in the district in which PWR Pack has its principal place of business also has exclusive jurisdiction to hear that dispute.

Article 10. Warranty

1. The Contractor grants a guarantee for the goods, services or solutions of at least 18 months from the moment PWR Pack has approved or resold the goods, unless otherwise agreed in writing.
2. The Contractor guarantees that for a period of at least 10 years or a period agreed in writing after delivery of the goods, parts of the goods can be supplied at the agreed price (excluding indexation).
3. The Contractor is obliged to make available to PWR Pack all instructions for use and product information belonging to the goods, as well as any quality marks or certificates, drawn up as much as possible in the Dutch language, without additional costs.
4. In fulfilment of its liability obligations, the Contractor is obliged to repair the goods or the defective parts thereof within a reasonable period of time free of charge or to replace them with new ones.
5. Contractor is aware that PWR Pack contracts with its customers on the basis of the most recent Orgalime terms and conditions, but may deviate from these in master agreements, if necessary. These conditions can be found on PWR Pack's website, a copy of which will be sent to the Contractor upon request. If PWR Pack is liable to a third party (including its customer) under the Orgalime terms and conditions for any remedy (including repair or damages) in respect of any PWR Pack product or service of which the Contractor's product or service has been a part, then the Contractor shall be obliged to contribute to it so that PWR Pack can comply with such remedy (including participating in any court or arbitration proceedings) and to indemnify and hold PWR Pack harmless to the extent that such remedy is the result of the Contractor's product or service.

SECTION II PERFORMANCE OF THE AGREEMENT

Article 11. Compliance (quality and deadlines)

1. Subject to what is otherwise provided in the Agreement and a related technical specification, the goods to be delivered shall:
 - (a) with regard to quantity, description and quality be in accordance with what is stated in the Agreement;
 - b) be made of sound materials and be of sound construction;
 - (c) be similar in all respects to the samples or models, which have been made available or provided by PWR Pack and/or the Contractor;
 - (d) to deliver the performance (capacity, efficiency, speed, finish, etc.) as specified in the Contract;
 - (e) to be entirely suitable for the purpose made known to the Contractor or the purpose that the Contractor could reasonably (indirectly) infer from the context of the information provided by PWR Pack or the Agreement (as a rule, providing a suitable solution rather than a loose component).
2. The Contractor shall always fulfil the Agreement within the specified and/or agreed time limit. All deadlines are fatal for the Contractor.

Article 12. Price and payment

1. The Contractor shall execute the Agreement at the prices in euros stated in its Quotation.
2. All prices and mark-up rates shall be fixed, exclusive of turnover tax and shall not be indexed.
3. Additional services not reasonably included in the Contract, are additional work only insofar as they are solely attributable to PWR Pack.
4. Additional work will be considered by the Contractor only after the content and budget have been agreed in writing with PWR Pack. Less work shall always be set off against/deducted from the fee by the Contractor.
5. Settlement of additional work or less work shall take place at no more than the rates as included in the Quotation, unless otherwise agreed in writing.
6. Insofar as prices and rates for additional or less work is not included in the Quotation, the Contractor undertakes to offer/settle only market rates for additional or less work.
7. Unless otherwise agreed, the Contractor shall only be entitled to invoice for its goods and/or services after delivery.
8. Unless expressly agreed otherwise, a payment term of 60 days for invoices will apply in respect of PWR Pack.
9. If the term of payment as referred to in paragraph 8 is exceeded, PWR Pack shall owe interest and collection costs amounting to no more than 0.5% on the claim to which these costs relate.
10. The purchase price of goods includes, unless expressly agreed otherwise, the price for the goods or solution, the costs of packaging, the costs of transport and the costs in connection with delivery at the location selected by PWR Pack, and furthermore any costs of assembly and instruction.
11. PWR Pack is authorized to set off payments to the Contractor against amounts owed by the Contractor. Without PWR Pack's explicit and written consent, the Contractor shall not be permitted to apply its suspension in this respect.
12. In the case of (advance/subsequent) payments in excess of €25,000, the Contractor is obliged to provide a bank guarantee or other security at PWR Pack's discretion before the goods or services are delivered.

Article 13. Dissolution

1. The Agreement shall be dissolved by a written statement at the time the Contractor is declared bankrupt, applies for a provisional suspension of payments, or a request of the Contractor is granted by the court to declare the debt rescheduling arrangement applicable, or loses the power of disposition of its assets or parts thereof due to attachment, placement under guardianship or otherwise.
2. Due to dissolution, mutually existing claims shall become immediately due and payable.
3. After dissolution, anything already supplied by the Contractor shall remain the property of PWR Pack.
4. After dissolution, the Contractor is obliged to return to PWR Pack the amounts already paid pro rata.
5. If the Contract is terminated, the Contractor is obliged to compensate PWR Pack for all damages which PWR Pack may suffer, inter alia due to a cover purchase and loss of profit.
6. If all or part of the goods and services are not delivered at the agreed time, PWR Pack is entitled to dissolve the Contract immediately. This dissolution extends not only to the goods and/or services, which have not yet been delivered but also to the goods and/or services, which had already been delivered under the same Contract, if these goods and/or services can no longer be used effectively as a result of the non-delivery of the remaining goods and/or services.
7. On termination of the Contract, PWR Pack is authorized to return to the Contractor at the latter's expense and risk the goods which have already been delivered under the same Contract but can no longer be used effectively and to recover from the Contractor any payments he may have made for these goods.
8. If the Contractor delivers all or part of the goods earlier than at the agreed time, PWR Pack is entitled not to accept the shipment. The goods must then be taken back at the expense of the Contractor and redelivered later at the agreed time of delivery in the proper manner.

SECTION III DELIVERY OF GOODS

Article 14. Inspection and testing

1. Unless expressly agreed otherwise, the Contractor shall carefully examine and test before shipment whether the goods are in accordance with what has been agreed. If PWR Pack so requires, the Contractor shall inform it in good time of the time and place of such testing in order to enable it to be present there. The Contractor shall furthermore provide PWR Pack at its request with a certified copy of its inspection and testing reports.
2. PWR Pack has the right to inspect the goods during manufacture, processing and storage. If PWR Pack exercises this right, the Contractor shall provide or cause to be provided such facilities as may reasonably be required by PWR Pack for that purpose.
3. If during any examination or testing under the two preceding paragraphs PWR Pack finds that the goods to be delivered do not comply with the description in the order, or that it is probable that upon completion of manufacture this will not be the case, PWR Pack shall inform the Contractor accordingly. The Contractor shall then be obliged to take all necessary measures to still meet the technical specification given in the Agreement.
4. The results of the examination or testing by or on behalf of PWR Pack shall be conclusive evidence as to whether the goods supplied meet the requirements to be imposed on them and are in accordance with the Agreement.

Article 15. Packaging and shipment

1. The goods shall be delivered by the Contractor at or sent for delivery to the agreed place or places in the manner stipulated in the Agreement or subsequently agreed.
2. The goods must be properly packed and secured in such a way that they reach their destination in good condition.
3. The Contractor shall take out adequate insurance to PWR Pack's satisfaction against risks reasonably to be considered present during transport.
4. The Contractor shall repair or replace free of charge any goods which are damaged or lost during transport.
5. Unless otherwise agreed, every delivery shall take place under Incoterms ® 2020-DDP (Delivered Duty Paid) as referred to in the latest issued Incoterms. Contractor shall arrange and pay for transport to the agreed destination, shall be responsible for customs clearance and shall pay any import duties in the country of destination, such as import duties and/or import VAT. Furthermore, the Contractor bears the risk of loss of or damage to the goods until the moment he hands over the goods, not yet unloaded, to the PWR Pack at the agreed destination, i.e. place of delivery (unless otherwise stipulated De Klomp).

6. Contractor is liable for any damage, which PWR Pack suffers due to the delay as well as due to late notification of (probable) delay.

Article 16. Delivery and transfer of ownership

1. Subject to the provisions of paragraph 2 of this article, ownership of and risk in the goods will pass to PWR Pack upon delivery.
2. If the Contractor postpones the delivery, the ownership of the goods will pass to PWR Pack on the date of the original delivery and the Contractor will be obliged to store the goods separately as the known property of PWR Pack from the date of the original delivery.
3. The Contractor shall deliver the goods/services/solutions at the time specified in the Agreement. If a delivery period has been agreed, it shall commence at the time as stated in the Agreement.
4. If for any reason PWR Pack is unable to take delivery of the goods at the agreed time and they are ready for shipment, the Contractor shall, at PWR Pack's request, store the goods free of charge, secure them and take all reasonable measures to prevent deterioration in quality until they are delivered to PWR Pack.
5. As soon as the Contractor knows or expects, that the goods cannot be delivered on time, he shall immediately notify PWR Pack thereof.
6. The Contractor is liable for any damage, which PWR Pack suffers due to the delay as well as due to late notification of (probable) delay.

Article 7. Mounting

1. If, according to the Contract, the goods are to be assembled by the Contractor at the place or places designated by PWR Pack, the Contractor shall at the time of delivery ensure the provision of sufficient expert personnel.
2. In the case referred to in paragraph 1, a test shall take place after assembly in the presence of PWR Pack and of the Contractor or their representatives. The Contractor undertakes to continue to make expert personnel available until the test has led to a result satisfactory to both parties.
3. Unless expressly agreed otherwise in writing, during the warranty period and after assembly, the Contractor shall provide PWR Pack with instruction personnel to instruct PWR Pack's personnel regarding the use, maintenance and repair of the goods delivered.
4. The provisions of the preceding paragraph also apply to other goods which do not need to be assembled, but which do require instruction.
5. Unless explicitly agreed otherwise, the purchase price shall also include any costs of assembly and instruction, even if not explicitly stated.

Article 18. Rejection

1. Insofar as a sufficient test has not already taken place during or after manufacture or after assembly, PWR Pack is entitled to test or have tested within the guarantee period goods whose technical nature makes a test desirable or necessary.
2. PWR Pack is entitled to have an inspection by means of FAT and SAT.
3. If the testing reveals defects, the Contractor shall be obliged to have these repaired as soon as possible. If necessary, this work can take place in consultation with PWR Pack.
4. If repair of the defects is not possible or is not justifiable in view of the time and costs to be spent thereon, PWR Pack is entitled to reject the goods.
5. The provisions of the preceding paragraphs apply mutatis mutandis to goods which do not require testing, but which on delivery prove to be wholly or partly not in accordance with the provisions and specifications of the order.
6. PWR Pack shall immediately notify the Contractor of the rejection. If the parties subsequently fail to reach agreement on the delivery of replacement goods, PWR Pack is entitled to regard the Contract as terminated without judicial intervention after a two-week notice of default. The provisions of Article 12 apply mutatis mutandis.

SECTION IV PROVISION OF SERVICES

Article. 19. Services

1. The Contractor shall perform the services within the time and at the place as included in the Agreement. If no place is included in the Agreement, the services will be performed at PWR Pack's location unless otherwise specified by PWR Pack.
2. If the Contractor performs the assignment, it thereby accepts full responsibility for the proper performance of the agreed work.
3. Actual performance of the services by the Contractor or actions associated therewith does not imply PWR Pack's unqualified approval of the services. PWR Pack reserves the right to inspect and reject any services performed.

4. Approval of the services will be made by means of a written statement by PWR Pack. If PWR Pack does not approve the services, it will give reasons why approval is withheld.

Article 20. Employees of the Contractor

1. Insofar as services are provided at the offices and/or in the public areas of PWR Pack, the Contractor, staff of the Contractor and third parties engaged by the Contractor are obliged to comply with the established house rules for that office, building and/or that public area.
2. If during the performance of the Contract it appears that personnel of the Contractor do not function in the interest of the proper performance of the Contract and/or cannot continue their work due to circumstances, PWR Pack shall have the right to have the relevant person replaced by the Contractor.
3. The replacement of personnel of the Contractor requires the prior written consent of PWR Pack, unless direct replacement of personnel of the Contractor is necessary. In the latter case, verbal consent from PWR Pack is sufficient. The basic principle in this respect is that persons are made available who have the required and comparable expertise, training and experience.
4. Replacement of staff of the Contractor shall be provided by the Contractor at short notice, but at the latest within two weeks or as much shorter as necessary. Any costs associated with replacement shall be borne by the Contractor.
5. The Contractor shall ensure that the staff of the Contractor is entitled to perform work or services in the Netherlands.
6. The Contractor is responsible and liable for compliance with the obligations arising from the Contract under tax legislation and social security legislation, including obligations relating to the Employee Insurance Administration Agency (UWV). The Contractor shall indemnify PWR Pack against all claims in this respect. The Contractor shall, if required by law or by PWR Pack, work with a G account. If PWR Pack is faced with an additional assessment, these costs will be recovered in full from the Contractor.

Article 21. (Safety) Precautions on work site

PWR Pack may inform Contractor of the applicable (safety) guidelines, house rules and FAFS plan in relation to the work and the location, but Contractor is obliged to ask for these in advance. The Contractor is responsible for complying with these guidelines. Damage to the Contractor itself or to third parties as a result of non-compliance with these guidelines shall be borne by the Contractor. In case the Contractor finds a situation that does not comply with the applicable safety guidelines, he shall immediately report this to PWR Pack.