

General Conditions of Purchase of Aluminium & Chemie Rotterdam BV

Article 1- Applicability

- 1.1 These conditions are applicable to all (requests, offers and acceptances relating to) agreements in which Aluminium & Chemie Rotterdam BV (hereafter: "**Aluchemie**") involve goods and/or services of a third party (hereafter: "**Supplier**") or offers the Supplier an(other) order, all in the broadest sense of the word. In the general conditions delivery means the delivery of goods and/or services.
- 1.2 General conditions of the Supplier, however named, are not applicable; not even in conjunction with those of Aluchemie.
- 1.3 It is not allowed to deviate from these general conditions, except expressly and in writing.

Article 2 – Realization of agreement; adjustments

- 2.1 A tender provided by the Supplier will be regarded as an irrevocable offer.
- 2.2 Aluchemie will not be bound until it has confirmed an order in writing. In the event the Supplier undertakes any activity or makes any preparations for such an activity prior to a written confirmation of the order being received, this is at the expense and risk of the Supplier.
- 2.3 Electronic messages (fax, e-mail and the like) will be regarded as written with reference to these general conditions.

Article 3 – Delivery

- 3.1 In the event the Supplier does not deliver within the timeframe as stated in the agreement (in connection with the Incoterms in force at the time the agreement was made) Supplier is in default without warning. The aforementioned only does not apply if Aluchemie has endorsed a change of the timeframe for delivery in writing.
- 3.2 The delivery will be made at the location determined by Aluchemie, with no additional costs for Aluchemie, in sound packaging and including all necessary documents, unless for that particular delivery other arrangements have been agreed upon in writing. Furthermore, with each delivery a packing list is required with an Aluchemie order number, as well as quantities and descriptions of delivered goods. The Incoterms are to be respected for the above, as they are in force at the time the agreement has been made.
- 3.3 In the event the Supplier makes a delivery to Aluchemie prior to the time agreed upon, Aluchemie is not obliged to accept the delivery and can return it to Supplier at the expense of Supplier.
- 3.4 The property and risk of loss and/or damages of a delivery is transferred to Aluchemie at the time of delivery, unless otherwise agreed upon in writing; the Supplier guarantees that the complete and unencumbered property is received.

Article 4 – Prices

- 4.1 Stated prices are in Euros exclusive of sales tax, unless otherwise agreed upon, and include all costs (for example packaging, including the cleaning up by Supplier, transport and insurance.)
- 4.2 Prices agreed upon include all taxes and levies (for example im- and export duties, but excluding sales tax).
- 4.3 Prices are not subject to change, except when this has been agreed upon in the agreement, with reference to circumstances which may lead to price alteration.

Article 5 – Invoicing and Payment

- 5.1 The Supplier will produce and submit a properly specified invoice.
- 5.2 Invoices will be paid within 60 days End of Month of receipt.
- 5.3 In the event the invoices (including any required additional documents) need correcting, the term of payment runs from the day the correct invoice has been received.
- 5.4 In the event the Supplier does not (completely) fulfill any obligation as designated by the agreement, including these general conditions of purchase, Aluchemie is authorized to suspend payment to the Supplier.
- 5.5 Aluchemie is authorized to offset any amount owed to the Supplier with any amount the supplier owes Aluchemie.

Article 6 – Quality, Specifications and Acceptance

- 6.1 The Supplier complies with that which is designated in the agreement and related technical specification, and in addition guarantees that the goods and/or services to be delivered:
 - a. with regard to quantity, quality and external traits are in accordance with what is designated in the agreement and/or related technical specifications;
 - b. in all aspects are equal to samples and/or models which have been supplied by the Supplier and/or Aluchemie;
 - c. are suitable for the purpose which has been made known to the Supplier, which can be deduced from the agreement or which can be expected with reference to Aluchemie's statements;
 - d. in all aspects – including with relation to the work conditions of the Supplier's employees and third parties brought in by Supplier – comply with the requirements at hand which have been set down in legal regulations or other government regulations, as well as company rules and regulations set down by Aluchemie, which are in effect at the moment the goods and/or services are delivered, including the so-called CE inspection.
- 6.2 Aluchemie is authorized at all times to subject (or to have subjected) the goods and/or services to be delivered to inspection. The Supplier is obligated to cooperate fully.
- 6.3 The Supplier can, at no time, found a right on the results of the inspection or non-inspection, nor does it relieve the Supplier of any obligation.

Article 7 – Guarantee

- 7.1 The Supplier guarantees to repair or mend completely, for the period of one year – unless a longer term usually applies, in which case that longer term will apply – from the date of delivery of the goods or execution of services, all shortcomings or defects which arise with the exception of those which result from normal wear and tear or abnormal use, free of charge and after the first report by Aluchemie. After repair a new one-year guarantee period commences.
- 7.2 The Supplier is obliged for a period of ten years from the end of the term stated in 7.1 if so required to carry out maintenance and repair work and to supply the necessary parts to do so, all prices within reason.

Article 8 – Transportation and Packaging

- 8.1 The Supplier guarantees the goods to be delivered are well-packaged, so the goods can be transported in the usual way.
- 8.2 The Supplier is obligated to remove packaging material per Aluchemie's request. Return shipments of (loan) packaging will occur at the Supplier's cost and risk to a destination to be determined by Supplier.

Article 9 – Shortcomings and Liability

- 9.1 Any shortcoming of the Supplier to comply with his obligations gives Aluchemie the right to demand, by registered letter or by means of a written summons, that the Supplier completely or partially undo the shortcoming and/or its consequences at the expense and risk of the Supplier. The manner in which this will happen is to be determined by Aluchemie, which may also choose to dissolve an agreement extra-judicially completely or partially without prior warning or serving notice. The above does not in any way curtail the rights of Aluchemie with relation to the shortcoming.
- 9.2 The Supplier is liable for damage which is directly or indirectly the result of not, not on time or not sufficiently complying with the agreement or through breach of any other contractual or non-contractual obligation toward Aluchemie or a third party, and will indemnify Aluchemie from any claim relating to this.
- 9.3 The Supplier will buy sufficient liability insurance at its own expense, and will give Aluchemie access to the polic(y)(ies) upon request. Aluchemie will be listed as joint party should they so desire.
- 9.4 The Supplier who has failed in fulfilling an obligation in the agreement can invoke that the shortcoming is not their fault and therefore is not in default, and not liable for compensation only in the event that the shortcoming is caused by Aluchemie's fault and a written notice that a shortcoming may appear, including the cause of this possible shortcoming, is sent by registered mail to Aluchemie immediately and prior to the agreed time on which the obligation was to be fulfilled.

Article 10 – Bankruptcy etc. Supplier

- 10.1 Aluchemie is authorized, at its choice, to suspend the execution of the agreement completely or partially or to dissolve the agreement completely or partially by written notice, without being liable towards Supplier, in case of
- suspension of payment or declaration of bankruptcy of Supplier or a request thereof;
 - sale or termination of the Supplier's company;
 - Supplier being put under legal restraint or conservation;
 - death of Supplier;
 - in as much as the Supplier is a legal body or firm, the dissolving thereof;
 - attachment of an important part of the Supplier's company's means or of goods intended for execution of the agreement.
- 10.2 In the case of dissolution as is provided in these general conditions of purchase, all claims which Aluchemie has on Supplier, are immediately claimable.

Article 11 – Subcontracting and Contract Takeover

- 11.1 The Supplier is not allowed to execute an agreement with Aluchemie, completely or partially by a third party/subcontractor without the explicit and written permission from Aluchemie. Aluchemie can place conditions on such permission.
- 11.2 The Supplier is equally responsible for obligations by third parties working with it (for example Supplier's personnel or third parties brought in directly or indirectly by Supplier).

Article 12 – Drawings and Draftsmanship

- 12.1 Execution, production and delivery of draftsmanship needs to be done by the Supplier in accordance with the most recent instructions and regulations. A copy of these instructions and regulations will be sent, free of charge, to the Supplier.

Article 13 – Intellectual and Industrial ownership rights, Confidentiality and Publicity

- 13.1 The Supplier guarantees that the delivery of goods and/or services and the normal usage thereof, in the broadest sense of the word, will not infringe on any absolute right of a third party (such as for example patents, copyrights, or trademarks) and will safeguard and indemnify Aluchemie from claims from third parties due to an infringement on such absolute right.
- 13.2 Any intellectual or industrial property rights on technical developments which are developed by the Supplier and third parties brought in by Supplier under assignment by Aluchemie, remain in possession of Aluchemie.
- 13.3 With reference to data and company information of Aluchemie, of which confidentiality can reasonably be understood, as well as information marked confidential by Aluchemie, made known during execution of the agreement, the Supplier will keep all information strictly confidential toward third parties and hold his personnel and every one involved who the Supplier has provided to work to the same secrecy; this data and company information may be used exclusively in connection with the agreement and is not to be used for personal use.
- 13.4 Except when given prior written permission from Aluchemie the Supplier will not refer to an (possible) agreement with Aluchemie in publications, advertisements, newspapers, reports, business letters, brochures or any other publications whatsoever.

Article 14 – Ultimate Responsibility for Payment of Taxes and Social Security Contributions

- 14.1 This article 14 applies when the articles 34 or 35 of the Collection Code ("*Invoeringswet*") or the articles 16a or 16b of the Co-ordination law Social Insurance ("*Coördinatiewet Sociale Verzekering*") apply.
- 14.2 The Supplier is obligated to Aluchemie to show the following documents at Aluchemie's request:
- The most recent registration in the Registry of Companies of the Chamber of Commerce;
 - The most recent registration with an industrial insurance board;
 - License to establish a business or exemption hereof, in the event it is prescribed for the relevant branch of industry;
 - Sales and income tax number;
 - A statement written up and signed by an officially recognized accountant which states that the Supplier has paid income tax, social insurance and sales tax for the employees assigned to work for the execution of the agreement with Aluchemie for the duration of the agreement;
 - A copy of agreement G-account.
- 14.3 The Supplier is obliged with regard to the payment of sales and income tax and social insurance premiums to be punctual and is liable for all damages Aluchemie would suffer if they were held liable for Supplier being in default of payment.
- 14.4 In the event and as long as the Supplier does not produce the statement listed in article 14.2 under e., Aluchemie is authorized to postpone payment of the sum for which Aluchemie runs the risk of liability. Aluchemie is at all times entitled to transfer social insurance premiums, income tax and/or sales tax to the respective blocked G-account or transfer the appropriate amounts directly to the tax office or industrial insurance board; by doing this Aluchemie is discharged toward the Supplier as well.

Article 15 – Applicable Law and Disputes

- 15.1 Exclusively Dutch law will apply to agreements and any further legal relationships between Aluchemie and Supplier. The Uniform Law on the International Sale of Goods and the Viennese Convention on Contracts for the International Sale of Goods are exempt.
- 15.2 Disputes between Aluchemie and the Supplier are to be adjudicated by the court in Rotterdam in first instance.

Article 16 – International Business Terms

- 16.1 For the interpretation of international business terms the most recent "Incoterms", compiled by the International Chamber of Commerce in Paris, is conclusive.