

## **GENERAL PURCHASE CONDITIONS OF LABORI INTERNATIONAL B.V.**

### **1. DEFINITIONS**

- 1.1 In these general purchase conditions the following terms have the following meaning:
- a) **General Purchase Conditions**: these general purchase conditions;
  - b) **EEA**: European Economic Area;
  - c) **Labori**: the private company with limited liability under Dutch law Labori International B.V.;
  - d) **Supplier**: the person who undertakes to supply goods and/or services to Labori, as well as the person who addresses an offer to Labori.

### **2. APPLICABILITY**

- 2.1 These General Purchase Conditions apply to all requests, orders and agreements between Labori as buyer or principal on the one hand and the Supplier on the other hand.
- 2.2 Stipulations varying from these General Purchase Conditions are only valid insofar as expressly accepted in writing by Labori and will only apply to the order or the agreement they refer to.
- 2.3 Labori may at all times unilaterally change these General Purchase Conditions.
- 2.4 The applicability of the general terms and conditions used by the Supplier is expressly rejected.

### **3. CONCLUSION OF AGREEMENT**

- 3.1 Each order sent by Labori to the Supplier will be considered as an offer to enter into an agreement. Labori will place the order either by post, fax or email, or by telephone.
- 3.2 The Supplier will accept the order in writing. In the absence of a written order confirmation the Supplier will accept the order by executing the order.
- 3.3 The agreement will be concluded at the moment the acceptance of the order reaches Labori. Until the acceptance of the order has reached Labori, Labori may revoke its offer.
- 3.4 The regulations in 3.1-3.3 also apply to orders placed within the framework of an on-call contract or framework agreement.

#### **4. DELIVERY**

- 4.1 The rights and obligations in respect of delivery are determined by the Incoterms 2000 of the International Chamber of Commerce, insofar as not provided otherwise in the order/agreement.
- 4.2 Each order should be delivered in its entirety.
- 4.3 The agreed delivery date will be considered as a fatal date. In case of overdue delivery of goods or the overdue performance of services the Supplier will be in default (*verzuim*) without any further notice of default being required and Labori will have the right to dissolve the agreement.

#### **5. INSPECTION**

- 5.1 The delivered goods, both their quality and quantity, will be inspected as soon as possible after delivery and will be limited to visible defects.
- 5.2 The signing of dispatch notes or waybills will only count as proof of receipt, not as proof of inspection or acceptance.

#### **6. GUARANTEES**

- 6.1 The Supplier warrants the sound condition and the stipulated quality of the work to be carried out/goods to be delivered. The Supplier guarantees among other things that:
- a) the goods to be delivered offer the safety which may be expected from them;
  - b) the goods to be delivered do not infringe rights of third parties, including but not limited to intellectual property rights, such as copyrights, trademark rights, design rights etc.;
  - c) branded articles to be delivered have been or can be brought onto the market of the EEA with the trademark holder's permission, as well as that they may be freely traded there and that it does concern "imitation".
- 6.2 The Supplier guarantees that at Labori's first request he can furnish proof of the trademark holder's permission as referred to in Article 6.1c), and that at Labori's first request he will make available documentation (such as invoices, delivery documents, certificates, contracts etc.) to a certified chartered accountant designated by Labori on which basis this chartered accountant can determine –in anonymous form– in a sufficiently specific, verifiable and accurate way that:
- a) the Supplier or third parties in the EEA have purchased the branded articles in question at any moment directly from the trademark holder or from a company commercially affiliated with that trademark holder, which

includes a parent company or subsidiary, licensee or official reseller in the EEA, or that

- b) Labori may trade the branded articles in question on the EEA market with the explicit permission of the trademark holder.

## **7. PRICES AND COSTS**

- 7.1 Unless expressly stated otherwise on the orders/order forms, all prices are exclusive of turnover tax.
- 7.2 The prices are inclusive of delivery in conformity with Article 4. Dispatch and packing are for the Supplier's account and risk.
- 7.3 The prices are fixed. The Supplier is not entitled to charge extra costs.
- 7.4 If the goods do not conform to the agreement, Labori will have the choice to return the goods or to store them. The Supplier will bear the costs and risk associated with returning or storing the goods.

## **8. SET OFF**

- 8.1 If Labori has a claim on the Supplier, on whatever account, Labori will be entitled to set off this claim against any debt it has to the Supplier.

## **9. OWNERSHIP**

- 9.1 The ownership of the goods to be delivered by the Supplier will pass at the moment of delivery in conformity with Article 4. If Labori pays for the goods prior to the moment of delivery in conformity with Article 4, the ownership will however pass at the moment the payment from Labori has reached the Supplier.

## **10. FAILURE IN THE PERFORMANCE AND LIABILITY**

- 10.1 If the Supplier fails to timely or adequately perform his obligation(s) under the agreement, he will be in default (*verzuim*) without any notice of default being required.
- 10.2 Each failure in the performance of the obligations of the Supplier under the agreement will give Labori the right to suspend its performance. Suspension does not affect any other powers and rights Labori is entitled to as a consequence of the Supplier's failure(s).
- 10.3 The Supplier will be liable for all damage or loss suffered by Labori and/or third parties resulting from every failure in the performance of his obligations and will indemnify Labori against all claims from third parties on this basis. This includes damage due to defects in goods supplied by the Supplier, infringements of third party rights, including but not limited to intellectual property rights, as well as damage suffered by third parties by virtue of product liability under Article 6:185 ff. Dutch Civil Code.

## **11. FORCE MAJEURE**

- 11.1 Force majeure has the meaning as included in Article 6:75 Dutch Civil Code.
- 11.2 The following will not be considered force majeure: sickness of personnel, strike action, factory sit-in, obstruction of transport, failure to perform or late performance by a third party involved by the Supplier in the execution, including a supplier.

## **12. DISSOLUTION (*ONTBINDING*)**

- 12.1 In addition to Labori's right to dissolve the agreement in the cases provided for in the law, Labori will be entitled to dissolve the agreement if a petition for the bankruptcy or a moratorium of the Supplier has been filed.
- 12.2 The agreement will be dissolved by post, fax or email.

## **13. APPLICABLE LAW AND COMPETENT COURT**

- 13.1 The agreement, also as regards its conclusion, is governed by the laws of the Netherlands, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (1980) (“Vienna Sales Convention”).
- 13.2 The Court in Breda, the Netherlands, will exclusively hear all disputes on or in connection with the agreement, also as regards its conclusion.

## **14. FILING AND ENTRY INTO FORCE**

- 14.1 These General Purchase Conditions have been filed with the Chamber of Commerce in Southwest Netherlands under number 37049982 on 17 December 2009 and will enter into force from this date.

## **15. INTERPRETATION**

- 15.1 These General Purchase Conditions are a translation of the original Dutch text. For purposes of interpreting these General Purchase Conditions, the Dutch text prevails.