

1. Definitions

Buyer:	Royal Eijkelkamp B.V. and all its affiliates with its registered offices in the Netherlands, as the case may be and as specified in the respective Purchase Order.
Day:	every calendar day;
Delivery Date:	the day on which the Supply is or will be delivered in full on the agreed delivery address and according to the agreed delivery terms;
Delivery Time:	the number of Days between receipt of the PO and the Delivery Date;
Documentation:	all documentation that forms part of the Supply, comprising yet not limited to CE documents and other documents relating to applicable European Directives, UL/CSA, mechanical drawings, schematics, certificates of quality, testing or warranty, manuals, instruction manuals and any other document required for the installation of, linking up with, integration of, incorporation of, use of, operation of, training of staff with regard to and/or the maintenance of the Supply and if applicable a priced spare part list;
Goods:	items and property rights, software included, that have a value in the economic traffic;
GPT&C:	these General Purchasing Terms and Conditions of Buyer;
Incidental Damages:	incidental expenses reasonably incurred by Buyer in inspection, receipt, transportation, care and custody of Goods rightfully rejected as well as cover and replacement, and expenses in order to avoid any direct and consequential losses of Supplier's breach;
Offer:	the quotation submitted by the supplier on request of Buyer;
Parties:	Buyer and Supplier;
Party:	Buyer or Supplier;
Purchase Order:	the document embodying the purchase, like but not limited to the Buyer order form, hereinafter referred to as 'PO';
Procurement Staff:	employees in Buyer's Procurement department , who have been formally authorized to represent Buyer in procurement transactions up to a certain amount;
Services:	the provision of services to be provided to Buyer, including the availability of manpower, advice, contracting work, including the completion thereof;
Supplier:	the (potential) party from whom Buyer is purchasing Goods and/or Services;
Supply:	Goods and/or Services to be supplied or the work to be performed, including any necessary Documentation and outgoing goods inspection report of the Goods to be delivered;
Working Day:	every Day from Monday to Friday, with the exception of national holidays of the country where the Buyer and Supplier is residing;

2. General

- 2.1 These GPT&C apply to all legal relationships of Buyer, including requests for quotations, whereby Buyer acts as a (potential) buyer of Supplies or as a (potential) party ordering work.
- 2.2 General Terms & Conditions of the Supplier, of whatever title, do not apply, unless agreed otherwise by the Parties in writing. In the event of a conflict between (provisions in) these GPT&C and the Supplier's General Terms & Conditions, these GPT&C prevail.

3. Order & order confirmation

- 3.1 All Offers of the Supplier are in its entirety and unconditionally irrevocable and valid for at least thirty (30) Days, unless agreed otherwise.
- 3.2 Buyer is entitled to terminate any negotiations at any time without giving reasons and without any obligation of compensation of any kind whatsoever.
- 3.3 A PO shall be deemed accepted if the Supplier (i) confirms the PO within three (3) working days, or (ii) commences performance in accordance with the PO. Any terms deviating from or supplementing the PO shall not apply, unless expressly accepted in writing by the Buyer.
- 3.4 In the event of any inconsistency, discrepancy, or conflict between the provisions of the contractual documents, the following order of precedence shall apply, with the document listed first taking priority over any document listed thereafter:
 - (a) The PO, including any specific terms and conditions stated therein;
 - (b) The written agreement (if any) between the Parties relating to the subject matter of the PO
 - (c) The Table of Compliance, if any deviations from these GPT&C have been explicitly agreed upon
 - (d) These GPT&C
- 3.5 Any other document expressly incorporated by reference in the PO or the agreement, if in the PO or the appendices hereto Buyer refers to technical regulations, safety regulations, quality requirements or other regulations or requirements which are not appended to the PO, the Supplier shall be deemed to be acquainted with their contents, unless it notifies Buyer in writing to the contrary without delay. Buyer shall in that case provide the Supplier with further details of the said regulations or requirements.
- 3.6 Variations to the Supply will be accepted by Buyer only when agreed in writing by a Procurement Staff member.
- 3.7 Supplier is not entitled to assign the performance of the PO or any part thereof to third parties

4. Terms of delivery

- 4.1 Delivery terms are Delivery Duty Paid (DDP) INCOTERMS 2020, unloaded at designated location at Buyer's site, The Netherlands, during the opening hours on Working Days from 08.00 – 16.00 hrs. unless agreed otherwise as stated in the applicable PO. For transport within the European Union the delivery terms are Delivery at Place Unloaded (DPU) INCOTERMS 2020 at designated location at Buyer's site.
- 4.2 Transfer of title will take place at payment by Buyer OR upon delivery, whichever occurs earlier.
- 4.3 If delivery takes place at a location other than Buyer's site, the packing list has to be sent to Transport@eijkelkamp.com right upon delivery. If The Supply consists of different Goods, then the Supplier is obliged to identify each product separately with the Buyers PO number, article number and the quantities.
- 4.4 In case of exceeding the agreed Delivery Date as indicated in the PO, the Supplier shall be in default without further written notice.
- 4.5 If timely performance of the PO by the Supplier is not possible or is in imminent danger of being delayed, the Supplier shall inform Buyer's Procurement Staff thereof without delay.
- 4.6 Partial or deliveries not in accordance with the agreed delivery terms, may be made by the Supplier only with the prior consent of Buyer's Procurement Staff.
- 4.7 The Buyer shall be entitled to postpone the delivery of the Supply for a period up to sixty (60) Days at Supplier's costs.
- 4.8 Supplier agrees to comply fully with all export control laws and regulations, including sanctions and embargos of the European Union, the United Kingdom, the United States and any other jurisdictions.

5. Packaging & transport

- 5.1 Packaging shall be suitable to assure the quality of the Supply considering the mode of transport and storage conditions at Buyer.
- 5.2 The maximum measurements of the packaging (including Euro pallet) is 120 cm x 80 cm x 90 cm (LxWxH), with a maximum weight of 1000 kg, maximum weight of an individual colli is 20 kg., unless agreed otherwise.
- 5.3 The Supply shall always be accompanied by an itemized packing list, which is clearly readable, with Buyer item numbers and descriptions, delivered quantities, dimensions and gross/net weight of the Supply and references to the PO and PO lines, article numbers of the Buyer and Project number (if applicable) , securely attached to the outside of each shipping container, in a waterproof packet and an envelope that is clearly marked "Packing List Enclosed". A digital version of the itemized packing list will be submitted to Transport@eijkelkamp.com. The packing list will be identified by the Supplier with an unique packaging list number.
- 5.4 Packaging and transport shall comply with ISPM 15 (International Sanitary Phytosanitary Measure) and/or other applicable norms and standards, or comparable standards. Loan packaging provided by Buyer shall be looked after with due diligence and, if requested, returned to Buyer at no charge.

6. Buyers Equipment

- 6.1 If Buyer provides the Supplier with goods for the performance of the PO, including raw materials, semi-finished products, materials and parts, models, tools, molds, specifications, drawings, data, software and information carriers, these goods shall remain the property of Buyer. The Supplier shall keep these goods, in its capacity of holder, clearly marked as being the property of Buyer, in safe custody and in good condition, such for the account of the Supplier, and shall bear all risk of loss or destruction of these goods. The Supplier is obliged to carry insurance for these goods, for its own account, during the time that it has these goods in its possession. The Supplier shall ensure that these goods are used exclusively for the performance of the PO. The Supplier shall return these goods to Buyer forthwith and/or irreversibly delete any copies thereof, for its own account, after the PO has been executed, expired or terminated, unless agreed otherwise.
- 6.2 The Supplier shall produce satisfactory evidence of insurance concerning the under article 6.1 mentioned goods, including premium receipts whenever required to do so by the Buyer. Supplier's use of Buyers equipment is at its own risk and all Buyers equipment is provided without warranty as to fitness for purpose. The Supplier shall indemnify and hold harmless the Buyer against and from all liabilities, claims, actions, causes of action, costs and expenses (including legal fees and expenses) of any nature for injury or death of any person or damage to property or any claims howsoever arising out of or which may be consequent upon or incidental or in any way attributable to the Supplier's use of Buyer's equipment
- 6.3 If the Supplier purchases or creates special tooling or molds on the request of and for the account of Buyer these shall become the property of Buyer as of the moment of their purchase/creation. Supplier's obligations described in article 6.1 also apply for such goods.

7. Prices & payment

- 7.1 Prices and rates are firm, in Euro and comprise all costs with regard to the fulfilment of the PO. All prices are exclusive of turnover tax (Value-Added Tax). Additional costs which have not been explicitly accepted in writing by Buyer prior to delivery are not eligible for payment.
- 7.2 In the event that the production location of the Supply is going to change, Suppliers is obliged to inform Buyer within a timely fashion so a qualification of the new production location can be initiated, if required. Any negative consequences ,like but not limited to the price, delivery times, related to changing the production location will not be accepted by the Buyer.
- 7.3 The Supplier shall send to Buyer itemized invoices with Buyer item number(s) and description(s), invoiced quantities and with reference to the PO number and PO lines and Project number (if applicable). The invoice must meet all statutory requirements, including yet not limited to stating the price exclusive and inclusive of VAT, the VAT amount, the Supplier's VAT number, Chamber of Commerce file reference number and IBAN / BIC. It is mandatory that the Supplier will submit the invoice to the correct business entity of the Buyer, as indicated in the PO.
- 7.4 Invoices without reference to the corresponding Purchase Order line or not complying to the agreed conditions, will not be processed for payment.
- 7.5 The Supplier must send invoices as single document in PDF format to invoices@eijkelkamp.com to the attention of Buyer's accounts payable department, not before delivery or acceptance but within thirty (30) days, with the exception of any agreed prepayments.
- 7.6 The payment term is thirty (30) days after receipt of the correct invoice by Buyer for medium-sized (MKB) organizations otherwise the payment term is sixty (60) days after receipt of the correct invoice by Buyer.
- 7.7 In case of any agreed prepayment and before Buyer proceeds to pay, Supplier furnishes an unconditional and irrevocable bank guarantee from a bank accepted by Buyer, for the account of the Supplier OR Supplier provides a duly signed property declaration stating that ownership of the Supply is transferred directly to Buyer and Supplier shall label the Goods as the identifiable property of Buyer.
- 7.8 Invoices submitted in another way then instructed, cannot be processed by Buyer for payment. In this case Buyer cannot be held responsible for any delay in payment.

8. Warranty

- 8.1 In case of unclear, incomplete or equivocal requirements, Supplier is responsible for ascertaining exactly what is required for the Supply, failing which he shall be deemed to be acquainted with (a) the purpose for which the Supply is intended, and (b) the circumstances in which the Supply is to be used. Buyer will fully cooperate in ascertaining such information.
- 8.2 The Supplier warrants that:
 - (a) the Supply is complete and suitable for the intended purpose;
 - (b) the Supply is fully in accordance with the written requirements as set forth in the PO and in specifications, drawings, calculations and/or other documents;
 - (c) the Supply is of a good quality and free from defects in the design, workmanship and materials, and that new materials and skilled personnel are used for the performance of activities forming part of the Supply;
 - (d) the Supply at least complies with the relevant legal and regulatory requirements of the European Union;
 - (e) the Supply comprises all relevant and required certificates, statements, declarations, installation instructions, operating instructions, specifications, drawings, reports, tax related information, CE marking and corresponding documents and other relevant documents;
 - (f) the Supply does not infringe any rights of third parties, including intellectual and industrial property rights and know-how.
 - (g) the Supply fulfills all product requirements as defined by the applicable actual European Directives and Regulations (e.g. the Machinery Directive), if applicable. This will be proven by the Supplier to the Buyer. A formal Declaration of Conformity for the scope of deliverance will be provided before the Supply will be delivered to the Buyer.
- 8.3 End of support: The Supplier warrants that any support required to keep the Supply in good condition, including all spare parts of the Supply, can be acquired from the Supplier by Buyer for a period of ten (10) years after delivery of the Supply, at the ruling market prices.
- 8.4 End of sales: Supplier will inform Buyer at least one (1) year upfront about any date after which the Goods will not be sold any more by Supplier (end of sales date), of any Goods acquired from the Supplier by Buyer between this end of sales date and ten (10) years before.
- 8.5 Supplier is obliged to provide a successive Supply which is compatible regarding fit, form and function in all its applications in Buyer equipment and systems, to be acknowledged by Buyer, at least six (6) months before any end of sales date, for Goods which Buyer acquired from the Supplier between this end of sales date and ten (10) years before. This article does not apply to acquired spare parts acquired in compliance with article 8.3, leaving the provisions of article 8.3 unimpaired. Total cost and Delivery Time of the alternative Supply may not exceed the price or Delivery Time of the original Supply. Any costs occurred by Buyer to implement the alternative Supply are for the account of Supplier.
- 8.6 Supplier reserves the right to make changes to the design of the Goods if such changes improve the performance or otherwise benefit the Goods. Supplier has the obligation to inform the Buyer well in advance of any (desired) changes to the design of the by Buyer purchased Goods, so that the Buyer can examine whether such change will have any adverse effects. Supplier shall, in all fairness and reasonableness, reimburse the costs incurred by the Buyer as a result of the design change.

9. Warranty period & repair of defects

- 9.1 The warranty period expires twenty-four (24) months after delivery or, in the event that Buyer and the Supplier have agreed on an acceptance test, after acceptance by Buyer.
- 9.2 In the event of repair or replacement during the warranty period, a new warranty period according to article 9.1 starts for the repaired or replaced Goods and for all other Goods which were unusable as a result of the defect, and this new warranty period shall become effective from the time of commissioning or putting into service after repair or replacement.
- 9.3 Defects which are discovered within the warranty period are considered attributable to Supplier, unless Supplier proves otherwise with a 8D report, and shall be finally remedied by the Supplier, in accordance with the provisions of this article 9.
- 9.4 The failure of wear & tear parts is not regarded as a defect or non-conformity. Wear & tear parts are the parts explicitly identified by Supplier as wear & tear part and accepted as such by Buyer in writing.

- 9.5 The Supplier is obliged to remedy any defects or non-conformities at the earliest opportunity and at all events within a reasonable term set by Buyer, by means of repair or replacement, at Buyer's discretion, at the location designated by Buyer.
- 9.6 The Supplier shall bear all the costs incurred to remedy the defects under warranty or on account of non-conformity, including, but not limited to, costs of materials, transport costs, accommodation and travelling expenses, installation and dismantling costs, and all other labor costs.
- 9.7 If the Supplier fails properly to fulfill the obligation as stipulated in article 9.5 and/or fails to complete it within the set term, as well as in urgent cases, Buyer has the right to carry out the necessary repairs or replacements, or have them carried out by third parties, for the risk of the Supplier, and Buyer shall notify the Supplier thereof as soon as possible. In such a case all the provisions of this article 9 shall remain in force and costs are for the account of the attributable Party.
- 9.8 The Supplier will carry out repairs at its own risk and responsibility.
- 10. Liability**
 - 10.1 The Supplier agrees to indemnify and hold harmless Buyer from and against all losses, claims, actions, damages (like but not limited to property, consequential and/or Incidental Damages) or liabilities or expenses (including court fees, attorney fees and or other expenses incurred) arising out of or related to any attributable defect or non-conformity of the Supply or any violation by Supplier of any of its obligations described in the PO, these GPT&C or the law. This also includes any loss arising as a result of the presence, use, delivery or removal of the property of the Supplier, its staff or other persons engaged by the Supplier in the execution of the PO. Economic losses or damages (like but not limited to loss of incomes or profits, or any diminution of value), not caused by willful misconduct or gross negligence of the Supplier, are excluded. Incidental Damages are not excluded.
 - 10.2 If a defect or non-conformity of the Supply was not caused by willful misconduct or gross negligence of the Supplier nor applies to physical injury and/or death, the total liability for losses, claims, actions, damages, liabilities and expenses, is limited to the purchase price of the Supply plus €2.000.000,- per event.
 - 10.3 The Supplier shall carry adequate insurance (including cargo and product liability) for any liabilities arising both from its legal relationship with Buyer and under the law. On first request, Buyer shall be allowed to inspect the insurance policies taken out for this purpose and proof of payment of the premiums.
- 11. Testing/inspection**
 - 11.1 The Supplier will perform an outgoing goods inspection of the Supply within a timely manner before delivery will take place.
 - 11.2 Buyer is not bound to examine the supplied/installed Supply at the time of delivery and not examining the Supply upon delivery shall not deprive (by way of expiration, extinguishment or otherwise) Buyer of any rights whatsoever.
 - 11.3 Testing/inspection of the Supply may be carried out by or on behalf of Buyer at any time, at Buyer's request, either at the (sub)Supplier's premises prior to delivery, or at Buyer's premises after delivery or at the premises of Buyer's customer after delivery. Buyer shall announce testing/inspection in advance to the Supplier. The Supplier shall have the Supply ready for testing/inspection at the moment requested by Buyer.
 - 11.4 During testing/inspection it shall be determined, to the extent possible, if the Supply fulfils all agreed upon properties. Buyer shall discuss the testing/inspection protocol, that shall finally be determined by Buyer, in advance with the Supplier. The Supplier shall cooperate in the testing/inspection, without further costs for Buyer.
 - 11.5 If a test/inspection has failed to meet the agreed requirements on two (2) occasions, Buyer shall be entitled to terminate the PO with the Supplier, without any obligation to pay costs or compensation of any kind whatsoever.
- 12. Industrial/intellectual property rights & confidentiality**
 - 12.1 All (intellectual/industrial) property rights to the drawings, specifications, manuals, Documentation, samples, software, etc. provided by Buyer to the Supplier, or created by the Supplier specifically for Buyer as a part of the Supply, reside with or accrue fully, unrestricted, worldwide, and royalty-free to Buyer. Buyer is not obliged to pay any separate consideration for these rights and may dispose of them at its will. The Supplier shall cooperate in the realization of any and all necessary deeds of transfer.
 - 12.2 Supplier shall pro-actively, without any request from Buyer being necessary, hand over or digitally transfer all relevant design drawings and (as-built) production drawings pertaining to the Supply as part of the delivery obligation stemming from the PO, as soon as such design drawings or (as-built) production drawings are available.
 - 12.3 If the Supply consists of custom-made software, custom-made modifications of standard software or comprises availability of software and (digital) design drawings or (as-built) production drawings, the Supplier shall, on first request of Buyer, provide Buyer at no charge with the object code, digital or hard copy versions of the design and (as-built) production drawings, the source code and all documentation associated therewith.
 - 12.4 If the supply consist of software (standard and/or custom-made), the Supplier shall at its own costs deposit the software source code or deposit it with an independent appropriate third party (such as a civil law notary) under conditions yet to be agreed on, enabling Buyer to gain access to this source code in the event of the Supplier's insolvency, in the event of the Supplier's bankruptcy or in the event that the Supplier is no longer able or willing to maintain software or make the software available. All this shall be provided in such a fashion that Buyer can make effective and immediate use thereof without any further work or cost on the part of Buyer.
 - 12.5 Supplier guarantees Buyer free and undisturbed use of the Supply, as well as of the inventions applied and/or developed by the Supplier within the framework of the execution of the PO. Provided that existing proprietary rights or other rights of the Supplier are existent, which could represent an obstacle for Buyer or its customers to use the Supply, Supplier shall grant Buyer an indefinite, unrestricted, royalty-free right that can be extended to all of his customers and suppliers or Supplier shall ensure that it is granted by third parties.
 - 12.6 The Supplier guarantees that the Supply does not infringe with any third- party intellectual property rights and shall indemnify Buyer from all third-party claims which may be raised against Buyer. The Supplier shall compensate Buyer for any loss, damages and other expenses arising out of or in connection with the infringement of any intellectual property rights.
 - 12.7 The Supplier shall keep the existence, nature and content of the PO as well as any other business information concerning Buyer confidential and shall not disclose anything in this regard in whatever form, without Buyer's prior written consent.
- 13. Suspension & termination**
 - 13.1 In the event of the Supplier's failure to fulfill its obligations under the PO, and in the event of bankruptcy or temporary suspension of payments, or liquidation of the Supplier's business, or the stoppage or hindrance of work caused by industrial dispute, Buyer shall have the right to suspend its obligations and/or terminate the PO either in whole or in part, without any obligation for compensation of any kind whatsoever and without prejudice to all other rights and remedies of Buyer.
 - 13.2 Without prejudice to any other provisions, Buyer is entitled to terminate the PO, either in whole or in part, at any time. In such case, Buyer shall reimburse the Supplier only for the direct costs incurred prior to the termination of the PO.
 - 13.3 In case of termination of the PO the Supplier shall immediately return to Buyer all amounts it has received from Buyer for this PO.
- 14. Force majeure**
 - 14.1 Force majeure means an event
 - (a) which is beyond a Party's control, and
 - (b) which such Party could not reasonably have provided against before entering into the PO, and
 - (c) which having arisen, such Party could not reasonably have avoided or overcome, and
 - (d) which is not substantially attributable to the other Party;
 - 14.2 Force majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as the conditions of article 14.1 are satisfied:
 - (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
 - (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war;
 - (c) riot, commotion, disorder, strike or lockout by persons other than the Supplier's personnel and other employees of the Supplier and Sub-Suppliers;
 - (d) munitions of war, explosive materials, ionizing radiation or contamination by radioactivity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radioactivity;
 - (e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
- 14.3 The following events are examples of events that are not considered as force majeure: industrial dispute, labor lockout, labor shortage, sickness, shortage of raw materials, transport problems, non-performance of obligations by sub-Suppliers, and breakdowns in the Supplier's production.
- 14.4 Neither the Supplier nor Buyer shall be considered in breach or under any liability whatsoever for non-performance, part performance, defective performance or delay in performance of any obligation to the extent that such a performance is prevented by any cause of force majeure.
- 14.5 No Party shall be considered to be in breach of the PO, the agreement or these GPT&C to the extent it is proven that such Party was unable to fulfil its contractual obligations due to Force Majeure. The Parties shall cover their own costs resulting from Force Majeure. To invoke Force Majeure a Party must notify the other Party within two (2) Working Days. Either Party is entitled to terminate the PO if the Force Majeure situation continues, or it is obvious that it will continue, for more than four (4) weeks. In the event of such termination, the Buyer's sole liability towards the Supplier shall be the payment (if practicable) of the unpaid balance due to Supplier for that part of the Supply already performed. Buyer may require the Supply, including any corresponding rights and Documentation, to be delivered to Buyer in its existing condition at the time of termination for completion by third parties.
- 15. Applicable law & jurisdiction**
 - 15.1 All legal relationships between Buyer and the Supplier shall be governed and shall be interpreted solely in accordance with the laws of The Netherlands.
 - 15.2 If a dispute arises out of or in connection with the present GPT&C, the PO or any legal relationship arising there from concerning the PO or any ensuing agreements, including any disputes regarding the existence, validity or termination the Parties shall endeavor to settle the dispute reasonably and in good faith.
 - 15.3 The competent court of the Gelderland District Court, hearing location Arnhem, is exclusively authorized to hear disputes relating to the contract(s) concluded between the Parties, unless mandatory law dictates otherwise. Buyer may also bring the dispute before another court that is competent by law.
- 16. Code of Conduct**

The Supplier shall comply with Buyer's Code of Conduct for suppliers as amended from time to time, available on the webpage www.royaleijkelkamp.com.