



PURCHASING CONDITIONS

Conditions for the supply of goods to and/or the performance of work incl. follow-up as instructed by

DAMCO Aluminium Delfzijl Coöperatie U.A.

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GENERAL PURCHASING CONDITIONS

Article 1 -Definitions

In these Conditions the following definitions apply:

- 1.1 “ALDEL”: DAMCO Aluminium Delfzijl Coöperatie U.A., including, in occurring cases, companies affiliated ALDEL;
- 1.2 Supplier: the company with which ALDEL concludes an agreement for the supply, to ALDEL, of Goods;
- 1.3 Goods: all movable or immovable goods to be supplied in implementation of an Agreement;
- 1.4 Work: all the work and services to be undertaken in implementation of an Agreement;
- 1.5 Order: a written instruction issued to Supplier by or on behalf of ALDEL for the supply of Goods;
- 1.6 Agreement: any arrangement whereby Supplier undertakes to supply Goods and/or perform Work as instructed by ALDEL;
- 1.7 Conditions: these General Purchasing Conditions, conditions for the supply of Goods to and/or the performance of work as instructed by ALDEL.

Article 2 -General

- 2.1 Unless otherwise has been expressly agreed, these Conditions apply to all Agreements, all quotation requests issued by ALDEL, and all Orders placed by ALDEL for the manufacture and/or delivery of Goods and Work and any additional and follow-up orders.
- 2.2 The applicability of any general terms and conditions, under whatever title, of Supplier are expressly precluded. By the mere acceptance of an Order, Supplier acknowledges that renunciation.



Article 3 -Enforcement of an Agreement

- 3.1 An offer by Supplier is irrevocable, unless otherwise has been stated by Supplier.
- 3.2 ALDEL may end all negotiations without stating its reasons and without the obligation to pay any compensation.

Article 4 -Amendment of the Agreement

- 4.1 ALDEL is authorized at all times to amend, in consultation with Supplier, the volume and/or properties of the Goods to be delivered or the Work to be performed.
- 4.2 If, according to Supplier, the Work needs to be amended in terms of its nature and/or volume, it must notify ALDEL thereof forthwith.

Article 5 - (Transfer of) ownership and risk

- 5.1 When Supplier makes available possession of the Goods to ALDEL, their ownership shall be transferred to ALDEL. This applies accordingly to parts supplied and/or elements of the Work performed by Supplier, and also to Goods supplied to Supplier by third parties under the terms of the Order, unless expressly stated otherwise.
- 5.2 Ownership is complete and without reservation of title and/or other limiting rights.
- 5.3 Any Goods made available by ALDEL to Supplier for the purpose of the Work remain the property of ALDEL and must be stored separately and be recognizable as such. They may not be removed from the premises without prior permission in writing from ALDEL.
- 5.4 Any treatment or processing of the parts and elements referred to in Paragraph 1, as well as any goods made available by ALDEL or third parties, is deemed to take place on behalf of and for the benefit of ALDEL.
- 5.5 Immediately after a request to that effect by ALDEL, Supplier shall give ALDEL the opportunity to get the materials/parts referred to into its possession again, even if such is to the detriment of any newly produced goods, and/or to achieve that other named third parties issue statements, to the satisfaction of ALDEL, providing security as regards the property right of the latter.
- 5.6 In the event of an Order to perform Work, Supplier shall bear the risk for the Work, irrespective of the state of completion thereof, and also for the Goods mentioned in the second sentence of Paragraph 1 of this Article, until the moment when the Work is completed.
- 5.7 In the event of an Order to perform Work, all the goods made available by ALDEL shall be at the risk of Supplier from the moment when they have been made available by ALDEL to Supplier until the Work is completed.

Article 6 -Prices

- 6.1 Unless otherwise has been agreed in writing, all the agreed prices ex VAT are fixed, and cannot be revised. The agreed prices include all costs, charges and advice of Supplier, which are directly or indirectly related to the supply of Goods and/or the performance of Work.
- 6.2 Unless otherwise has been agreed in writing, the costs for transport, insurance, packaging and/or the recovery of packaging by Supplier are included in the price in accordance with the Incoterms 2010. This applies accordingly to any import and export costs and any taxes and charges.



Article 7 -Payment conditions and invoicing

- 7.1 Once Supplier has fulfilled all its obligations from the Agreement, it may charge the agreed price to ALDEL. Invoices must be submitted in a single copy, stating the Order Number issued for that purpose.
- 7.2 In the event of an Order to perform Work against a fixed price, an invoice must be submitted after completion of the Work. In the event of management tasks, invoices must be submitted on the basis of management statements or daily or weekly statements after completion of the Work.
- 7.3 ALDEL is entitled to reduce the invoice amount by any amounts Supplier owes to ALDEL. Art. 6:136 SW [Civil Code] shall not apply.
- 7.4 Any delivery notes or work slips signed by ALDEL serve purely as an acknowledgement that the mentioned deliveries have taken place or that the mentioned Work has been undertaken. They are certainly not deemed to acknowledge that Supplier has fulfilled its obligations, or that an order (for additional work) has been issued or a purchase has been made.
- 7.5 Unless otherwise has been agreed in writing, payment must take place within 60 days of receipt of the invoice and after Supplier has fulfilled its obligations.
- 7.6 Supplier relinquishes any right of retention or any right to complain it could enforce against ALDEL.

Article 8 -Delivery conditions and completion of the performed Work

- 8.1 Unless otherwise has been agreed in writing, delivery shall take place "Delivery Duty Paid" in accordance with the Incoterms 2010, and at the address and at the time or within the agreed period of time as stated in the Agreement.
- 8.2 The agreed delivery terms are absolute deadlines, which mean that Supplier by merely exceeding such a term shall be in default without any notice of default being required.
- 8.3 ALDEL is entitled to postpone delivery until a time to be determined by it, and also to determine a specific place of delivery, without being in default as the creditor and without any ensuing right to compensation on the part of Supplier. If such is the case, Supplier shall store the Goods in packed, separated and recognizable condition.
- 8.4 Supplier must notify ALDEL in writing forthwith of any (risk of a) delay in the production and/or delivery of ordered Goods or Work to be performed. Compliance with this obligation shall not affect the consequences of the delay on the basis of the Conditions and/or legal provisions.
- 8.5 Work is completed when ALDEL declares in writing that it accepts the performed Work. This shall also apply in full when tests/trials etc. have been included in the Agreement.
- 8.6 When Supplier regards the Work as completed, it must notify ALDEL thereof without delay.
- 8.7 If Supplier exceeds any agreed delivery term, Supplier shall owe a penalty, payable on first demand, of 1 % of the total price of the collective deliveries under the relevant Agreement for each week or part thereof that the term is exceeded.



- 8.8 The liability to pay the penalty referred to in the previous Paragraph shall not release Supplier from its contractual obligations towards ALDEL, and the penalty shall not be regarded as (partial) compensation for any damage suffered by ALDEL but will be of a strictly punitive nature.

Article 9 -Packaging and dispatch

- 9.1 Supplier shall ensure that the Goods are properly packed. Supplier shall ensure that the delivery reaches its destination in good condition.
- 9.2 Supplier shall recover all packaging free of charge, unless otherwise has been agreed.

Article 10 -Guarantees and quality

- 10.1 Supplier guarantees that the delivered Goods are entirely in accordance with the provisions from the Agreement. Supplier guarantees that the delivered Goods:
- comply with all the (technical) specifications issued by ALDEL in advance;
 - are suitable for the purpose for which they are intended on the basis of their nature or as stated in the Agreement;
 - comply at the moment of their delivery with the then prevailing legal requirements and other government regulations regarding quality, environment, safety and health;
 - comply with the safety and quality standards used within the sector at the time; do not infringe on rights of third parties, including copyrights, patent rights, trademark rights and the right to trade names or domain names in the event of the supply of services.
- 10.2 Supplier shall rectify any faults in the goods occurring within 12 months, to be calculated from the moment when the Goods have been definitively accepted, unless it is evident that those faults are the consequence of normal wear and tear or improper use. Supplier shall provide support for the software delivered with the Goods for a period of five years following their definitive acceptance. Supplier shall repair or, where necessary, replace the relevant Goods and/or parts as soon as possible, until the agreed requirements are met. However, the guarantee period shall end no later than 24 months after definitive acceptance as described in Article 20.
- 10.3 Supplier guarantees that the Work to be performed is entirely in accordance with the provisions from the Agreement. Supplier guarantees that the Work to be performed shall be:
- performed by expert staff;
 - performed by staff aware of the safety regulations and specific rules applying at ALDEL with regard to, but not limited to, the rules regarding wearing specific gear and protective equipment, and that staff comply with the aforementioned regulations;
 - performed by staff in possession of a valid work permit.
- 10.4 Supplier guarantees the soundness of the performed Work for a period of 12 months following the date of completion.
- 10.5 Said guarantee means that Supplier shall perform the Work in accordance with the requirements described in the Order at a later stage at its own expense.



- 10.6 If it becomes evident after expiry of the guarantee period that the Goods and Work have not been delivered and completed in accordance with the requirements described in the Order, and such could not be reasonably established by ALDEL within the guarantee period, supplier shall be subject to an obligation similar to that described in Paragraph 4.
- 10.7 The above does not affect the obligation of Supplier to pay any other costs to be estimated within reason, which ALDEL is forced to incur in connection with Supplier's non-compliance with the guarantee obligation, until the Work has been completed in accordance with the agreed requirements.

Article 11 - Interim inspections

- 11.1 ALDEL is entitled to have the Goods or Work inspected or audited by officials it has appointed for that purpose before or within a reasonable term after the moment of delivery or completion. Supplier must cooperate in this respect in any way that can be expected within reason. If the Goods or Work is/are rejected for any reason, ALDEL shall notify Supplier thereof within a reasonable period of time and require replacement or rectification, such to be decided by ALDEL, or decide to dissolve or cancel the relevant Agreement. Such shall not affect the right of ALDEL to payment of penalties due to exceeding the deadline, and compensation.
- 11.2 Weekly after commencement of the Work, or at any other time / in any other manner required by ALDEL, Supplier shall present a progress report, with signature and date, to ALDEL. Unless otherwise has been determined in the Agreement, the daily management and supervision of the performance of the Work lie with the Supplier. ALDEL is entitled to have compliance with the Agreement inspected, with which inspection Supplier shall cooperate. Such inspection by ALDEL shall not release Supplier from any liability. In the event of management tasks, the worked hours must be accounted for on time sheets, which must be submitted to ALDEL no later than in the week following that to which the time sheet refers.
- 11.3 Supplier shall be responsible at all times for the conformity of the Goods it has supplied and/or the Work it has performed, irrespective of the results of any (interim) inspection and/or acceptance of the supplied Goods and/or Work.

Article 12 -Usage

- 12.1 If, in the opinion of ALDEL, the Goods do not comply with the agreed requirements, and also in the event of a dispute, Supplier shall grant ALDEL the right to use those Goods prior to their definitive acceptance until the agreed requirements have been met.
- 12.2 All software licenses, including those of the applied software of third parties, shall be obtained by Supplier in the name of ALDEL and shall be owned by ALDEL.
- 12.3 If, in the opinion of ALDEL, the Goods do not comply with the agreed requirements, ALDEL shall be entitled to return the Goods to Supplier at the expense of Supplier.

Article 13 - Liability

- 13.1 Supplier shall be liable for any damage suffered by ALDEL or third parties as a consequence of a fault in the delivered Goods or performed Work, a nonconformity in the compliance with the Agreement or otherwise relating to the fulfillment of the Agreement, irrespective of whether such is attributed to Supplier or representatives, staff, subcontractors, or companies supplying to Supplier.
- 13.2 Supplier shall fully indemnify ALDEL against any claims by third parties due to damage as a consequence of the circumstances described in Paragraph 1 of the Article, unless such is due to an error or severe negligence on the part of ALDEL or its staff.



- 13.3 Any liability on the part of ALDEL towards Supplier on delivery of Goods is expressly precluded, unless such is the consequence of intent or willful recklessness on the part of supervisory staff of ALDEL. ALDEL does not accept any liability either for the performance of Work or any injury and/or damage, irrespective of its nature, suffered by Supplier, its staff or other persons or legal entities, engaged by Supplier to undertake the work, unless the injury/damage was caused deliberately or through grave error on the part of ALDEL.
- 13.4 Supplier must compensate for any bodily injury and/or other damage, irrespective of its nature, suffered by ALDEL or third parties as a consequence of:
- deeds and/or negligence on the part of Supplier, its staff or other persons or legal entities, engaged by Supplier for the purpose of the work;
 - the mere presence of Goods of Supplier and its staff and other persons or legal entities, engaged by Supplier for the purpose of the work; unless such damage is exclusively due to actions on the part of ALDEL.
- 13.5 The liability of Supplier towards ALDEL as described in Paragraph 4 shall be limited to the sum of EUR 2.5 mln for each incident. This limitation shall become ineffective if the damage was caused deliberately or through grave error on the part of Supplier.
- 13.6 Supplier indemnifies ALDEL against any claims by third parties for the payment of compensation as provided for in this Article.
- 13.7 Supplier must take out insurance against the risks described in this Article; ALDEL has the right to inspect the relevant policy or policies. That inspection right does not exonerate Supplier from its liability in that respect.
- 13.8 The liability of Supplier referred to in this Article does not affect its other liabilities arising from these Conditions.

Article 14 - Intellectual property

All the intellectual and industrial property rights that are part of or arise from the Agreement, in particular, but not exclusively, schedules, drawings, diagrams, models and stamps, fully belong to or accrue to ALDEL. ALDEL does not owe any payment in that respect and can freely make use of those rights. Supplier shall cooperate in the preparation of the necessary deeds of transfer, and hereby also irrevocably authorizes ALDEL to prepare and sign such deeds on behalf of Supplier.

Article 15 - Confidentiality

- 15.1 All data provided by ALDEL to Supplier for the purpose of the preparation and/or implementation of the Agreement shall remain the exclusive property of ALDEL. Under no circumstance may they be made available to third parties.
- 15.2 All schedules, drawings, diagrams, models, stamps, etc., as well as all documents and written and oral information in general provided by or via ALDEL to Supplier or purchased or produced by Supplier in connection with the fulfillment of an Agreement, are strictly confidential.



- 15.3 Unless ALDEL has given prior written permission to that effect, Supplier must observe confidentiality as regards all the information and data from ALDEL, communicated to or received by Supplier in connection with any Agreement, and may not make them available to third parties without prior written permission from ALDEL.
- 15.4 The obligations imposed on Supplier on the basis of Paragraphs 2 and 3 of this Article shall also be imposed by Supplier on any of its supplying companies and subcontractors.
- 15.5 If Supplier acts in contravention of the provisions of the aforementioned Paragraphs of this Article, Supplier shall owe a penalty of € 50,000 for each infringement and € 5,000 for each day or part thereof that the infringement continues. Those penalties shall not be regarded as compensation for any damage suffered by ALDEL but will be of a strictly punitive nature.

Article 16 -Implementation schedule

Where such is required by ALDEL, Supplier must submit an implementation schedule and/or assembly plan to ALDEL as soon as possible, which should include the following:

- the start time and a timetable;
- the planned weekly workforce;
- the assembly and storage site Supplier deems necessary, stating the required start date and period of use;
- the required equipment, with regard to which it is clearly stated, in accordance with the order, what is made available by Supplier and what is made available by ALDEL, stating the start and end date of use.

Article 17 -Cooperation

Supplier must allow other work to be undertaken at or near the work, and must ensure that such other work is not hampered or obstructed by the performance of its work. If there is any difference of opinion in that respect between Suppliers, or if ALDEL objects to an arrangement made between Suppliers, ALDEL shall take a binding decision. Supplier must ensure that ALDEL's business is not disrupted or harmed by the performance of the work.

Article 18 -Prohibition on assignment, pledging

Supplier shall not assign, pledge or transfer under any other title any claims arising from the Agreement, or establish a limited right thereon, without permission from ALDEL.

Article 19 -Suspension

If Supplier fails to comply with the provisions of the Agreement in full or in part, such to be judged exclusively by ALDEL, ALDEL shall be entitled to suspend its obligations towards supplier in full or in part.



Article 20 - Default and dissolution

- 20.1 Without prejudice to what has been laid down in the Agreement and these Conditions, in particular as regards the indebtedness of penalties due to exceeding deadlines, ALDEL shall be entitled to dissolve in full or in part an Agreement without prior notice of default and without court intervention by means of a written statement in the *event* that:
- Supplier fails to meet one of its obligations towards ALDEL, or fails to do so timely or properly;
 - Supplier is in a state of bankruptcy, it has been granted a suspension of payments, it has suspended or liquidated its business, the ownership of or control over Supplier or a substantial part of its assets is transferred, in whatever manner, to a third party, or a considerable part of its assets has been seized.
- 20.2 If the Agreement is dissolved, Supplier shall fully indemnify ALDEL against any damage it has suffered and any costs it has incurred as a consequence of or in connection with the dissolution of the Agreement, including the costs of legal assistance.
- 20.3 If ALDEL's production is reduced or halted for whatever reason at or after the time when the Agreement is concluded, ALDEL shall be entitled to terminate the Agreement in full or in part, without court intervention and without being held to pay any compensation.

Article 21 - Governing law and elected court

- 21.1 The legal relationship between ALDEL and Supplier is governed by Dutch law. The applicability of the UN Convention on Contracts for the International Sale of Goods (the Vienna Convention) is hereby expressly precluded.
- 21.2 Any disputes shall be settled only by the competent Court of the Court in Groningen.



ADDITIONAL REGULATIONS THAT APPLY TO THE DELIVERY OF GOODS AND/OR THE PERFORMANCE OF WORK FOR THE BENEFIT OF ALDEL ALUMINIUM DELFZIJL BV

1. ACCESS FOR PERSONS, SUPPLY AND REMOVAL OF GOODS

The supplier must timely obtain information from the "VBB" department (Company Safety, tel. 0596-638220) about the regulations of the orderer as regards the provision of access to persons and vehicles to the orderer's premises, as well as the supply and removal of goods, materials, tools, etc. This includes in any case the document "Veiligheidsvoorschriften onderaannemers" [Safety Regulations for Subcontractors] (OD-6403). The orderer reserves the right to deny access to the site and/or the buildings at all times to one or more of the persons referred to above, without being held to pay any compensation for any ensuing damage. The supplier shall then be obliged to have those persons removed forthwith as required by the orderer.

2. SAFETY AND COMPANY REGULATIONS

- a) The supplier must inform the persons and legal entities it has engaged in the work in full and in good time of the regulations mentioned above and below.
- b) The supplier and all the persons and legal entities it has engaged in the work must strictly observe the legal regulations that apply on the premises of the orderer, which include at least the safety, traffic and company regulations and the regulations of or under the Arbeidsomstandighedenwet [Working Conditions Act], and all the instructions issued by or on behalf of the orderer. The equipment, tools, materials and safety equipment to be used must also comply with these regulations. The supplier shall ensure that its own staff and that of its sub-supplier(s) and/or subcontractor(s) are in possession of a valid VCA-Certificate (Basisveiligheid-VCA) or VOI-VCA Certificate, or a recognized equivalent foreign certificate for health and safety in the building industry.
- c) The orderer may prescribe special measures in this respect. The orderer has the right to remove any goods which do not comply with the regulations from the premises at the supplier's expense. Any costs of the safety measures shall be payable by the supplier.

3. ORDER AND TIDINESS ENVIRONMENT

- a) The supplier must ensure that the workplace and its immediate environment are neat and tidy, such to the satisfaction of the authorized supervisor at the location, and comply with the instructions issued by the supervisor for the storage and use of (including but not exclusively) oil products, gases, chemicals, etc.
- b) The supplier and all the persons and legal entities it has engaged in the work must strictly observe the environmental regulations in force on the premises. The supplier must report to the orderer without delay any incidents of which supplier is aware or suspects that they lead to the violation of the environmental regulations. The orderer shall treat any contaminations in accordance with the standards set by the different authorities, at the supplier's expense.
- c) The supplier must collect any waste products occurring during the contracted work and must notify the Waste Products Management department thereof. The waste products shall be removed by and at the expense of the orderer, unless otherwise has been agreed between parties.
- d) The orderer has the right to inspect whether the substances as described under Paragraph a), as well as any chemical waste products, are being stored according to the regulations and guidelines. If this is not the case, the supplier must take any necessary measures to rectify the situation forthwith.



- e) After completion of the work, the supplier must ensure, at its own expense, that the workplace and its environment are clean and without any waste, residual materials etc., such to be assessed by the authorized supervisor of the orderer.

4. STORAGE DEPOTS TEMPORARY BUILDINGS ETC.

- a) The placement of sheds, huts auxiliary materials and other resources on the orderer's premises is subject to a permit from the orderer, which must be applied for in writing no later than three weeks prior to occupation of the site, from the contact mentioned in the order.
- b) The Regulations on Sheds and Building Sites [Reglement Keten en Werkterreinen] applies.