

**GENERAL PURCHASING TERMS AND CONDITIONS  
TRANSLAS B.V. THE NETHERLANDS**

**1. GENERAL**

These General Purchasing Terms and Conditions shall apply to all Purchase Orders placed by Translas with a Supplier, unless otherwise agreed in writing between both parties. If there is any conflict between these General Purchasing Terms and Conditions and particular conditions or documents, accepted by both parties in a signed agreement, the latter shall always prevail.

**2. DEFINITION OF CONTRACTED SERVICES**

Everything ordered by Translas from a Supplier will be defined in the Purchase Order, whenever needed further specified in additional documents provided by Translas. Products shall comply with European laws, regulations and standards applicable, and with any particular conditions as set out in Purchase Orders or other conditions or documents agreed upon in writing between both parties.

**3. PURCHASE ORDERS**

The Supplier shall acknowledge Translas in writing confirmation, including at least price and delivery time, of the Purchase Order within 14 calendar days. If the Supplier fails this obligation, Translas has the right to cancel the Purchase Order without any further consequences. All modifications to the Purchase Order should be submitted in writing for Translas for their approval. The Supplier shall detail any modification, even temporary, affecting the products ordered, regarding raw materials, manufacturing process, manufacturing site, or any other circumstances which may affect the products ordered. Each Purchase Order shall be accompanied by a delivery note from the Supplier showing the Purchase Order Number, the date of the Purchase Order, the type and quantity of Products included in the Purchase Order, including the Translas' code numbers of the Products where applicable.

**4. PRICES**

Prices are fixed, inclusive all additional costs, unless otherwise agreed in a written and by both parties signed document between Translas and the Supplier. No price modifications are admitted, unless otherwise agreed in a written and by both parties signed document between Translas and the Supplier.

**5. INVOICES**

All invoices must include at least the name of both parties, their addresses, the Purchase Order number, the quantities and description of the deliverables including Translas' part number, the date(s) of goods delivery and/or services performed, and prices excluding VAT. Separate invoices shall be submitted per Purchasing Order, to be sent per email. Invoices that do not comply with these General Purchasing Terms and Conditions shall not become due for payment, and shall be returned to the Supplier.

**6. PAYMENT TERMS**

Payments will be made by bank transfer within sixty (60) calendar days from the date of receiving invoice ("Payment Term"), however, Payment Term shall never become due before products have arrived and have been accepted by Translas, unless otherwise agreed in writing between both parties. Payments will be made subject to the fulfillment of the Supplier's contractual obligations.

**7. DELIVERY TERMS**

The Supplier shall deliver all products in compliance with the provisions of the respective Purchase Order, on the date and place as set out in this Purchase Order. No advance delivery is admitted, unless otherwise agreed upon by both parties in writing.

**8. TRANSPORT**

The Supplier shall deliver products via the transportation method as stated in the Purchase Order, unless otherwise agreed in writing between both parties. In absence of details in the Purchase Order or any other written and by both parties signed document, INCOTERMS DDP shall apply for all foreign suppliers.

**9. LATE DELIVERY**

If products are not delivered at the delivery date and place as set out in the Purchase Order, the Supplier is liable for all extra costs arising out of late delivery, including additional costs charged to Translas by its customers. If the Supplier expects to fail to deliver products/services within agreed upon delivery date as stated in Purchase Order, the Supplier shall notify Translas at least eight (8) calendar days prior to scheduled delivery date as specified in Purchase Order. Translas then has the right to cancel the Purchase Order without any further consequences.

**10. NON-ACCEPTANCE**

If any products delivered to Translas do not comply with the Purchase Order, or are otherwise not in conformity with these General Purchasing Terms and Conditions, the relevant invoice for this Purchase Order is being put on hold from the day of receipt of the products until a suitable solution has been found.

**11. QUALITY**

Translas shall not be deemed to have accepted any products until it has had a maximum of fourteen (14) calendar days to inspect them. If any products delivered to Translas do not comply with the Purchase Order, or are otherwise not in conformity with the terms and conditions of this Supply Contract, then, without prejudice to any other right or remedy that Translas may have, Translas may reject those products and require the Supplier either to repair or replace the rejected products at the Supplier's full risk and expense, or to repay the full product price, or obtain substitute products from a third-party supplier, have the rejected products repaired by a third-party supplier, repair the products themselves, and require the Supplier to reimburse any reasonable expenses incurred with substitution and/or reparation of rejected products. The Supplier agrees and acknowledges that it shall be responsible for all testing and meeting Translas' required quality standards of the products supplied.

**12. WARRANTY**

The Supplier shall guarantee that all products are supplied in accordance with these General Purchasing Terms and Conditions, the terms of the respective Purchase Order, and in accordance with Translas' product specifications. The Supplier shall guarantee that all delivered products are free from defects in material and workmanship, free from design defects, and fit for their purpose. The warranty for delivered products shall be one (1) years from the date of delivery.

**13. LIABILITY**

The Supplier shall be liable for any damage or loss suffered by Translas arising out of or in connection with the performance of the product supplied by the Supplier. In the case that any damage or loss due to an error of design, construction, manufacture, or due to product defect occurs, the Supplier is liable to resolve this issue. The Supplier undertakes to support damages and any reasonable costs of damage proceedings caused to Translas and its customers from defective products.

**14. FORCE MAJEURE**

A Force Majeure Event means an event of which the occurrence is beyond reasonable control and without the possibility to prevent it by either of both parties. The party claiming to be affected by a Force Majeure Event (the "Affected Party") cannot be held liable for non-performance of any of its contractual obligations to the other (the "Other Party"). The Affected Party shall notify the Other Party in writing, without delay, in such circumstances. The Affected Party shall take all reasonable steps to mitigate the impact of the Force Majeure Event on the Other Party, continues to perform those obligations not affected by the Force Majeure Event, and resumes normal performance of all affected obligations as soon as the impact of the Force Majeure Event ceases, and notifies the Other Party in writing, without delay, of such resumption.

**15. CONFIDENTIALITY**

Each party assures to keep confidential any information of any kind, in particular technical or commercial, relating to the other party. Confidential information may neither be reproduced, nor disclosed, nor transmitted by one of both parties, in whole or in part, to third parties without prior written consent of the other of both parties.

**16. TERMINATION**

Translas may, at any time prior to actual shipment by the Supplier, cancel any or all products/services on order, upon giving timely written notice and upon payment of cancellation charges. In case of failure of the Supplier to perform the obligations under the relevant Purchase Order, or the obligations as defined in these General Terms and Conditions, Translas is entitled to terminate the respective Purchase Order without any compensation. Translas cannot be held liable for any damage, direct or indirect, arising out of termination of the Purchase Order due to failure of the Supplier.

**17. PACKAGING**

The Supplier agrees to provide suitable packaging materials for products, and shall be held liable for all damages resulting from unsuitable packaging of delivered products.

**18. APPLICABLE LAW**

All Agreements to which these terms are applicable in their entirety or in part shall be governed by the Dutch law, irrespective of the place where activities will have to be carried out.