

General Conditions of Purchase of Exact Group B.V.

Article 1. Applicability

1.1. These General Conditions of Purchase ("General Conditions") apply to all requests, proposals and offers and form an integral part of all agreements that Exact Group B.V., or an affiliated company ("Exact") concludes with the supplier ("Supplier") as mentioned in a written purchase order or request in which Exact is a prospective buyer, buyer or client and Supplier is a prospective seller, seller or contractor.

1.2 Stipulations varying from the General Conditions must be agreed between parties in writing and only apply to the agreement concerned.

1.3 General conditions of Supplier, regardless of the name given to them, shall not apply to the Agreement.

1.4 The term "Products" used in the General Conditions means both goods and the results of services and work orders accepted by Supplier.

"Agreement" means any agreement established between Supplier and Exact subject to the General Conditions.

1.5 The provisions of the General Conditions leave intact all rights of Exact at law.

Article 2. Formation of the Agreement

2.1. Offers submitted by Supplier shall be firm offers that bind Supplier towards Exact.

2.2 An Agreement between Supplier and Exact shall be concluded on written acceptance by Exact of Supplier's offer through the Exact Purchase order. Without a prior offer of Supplier, the Agreement shall be concluded on receipt by Exact of a copy of the Purchase order signed by Supplier, or on delivery of the Products by Supplier within this period in accordance with the Exact order instructions.

2.3 Fax messages shall be deemed equivalent to written documents for the purposes of this article. If Exact places an order orally or by e-mail, however, the Agreement shall not be concluded until the Exact Purchase order has been sent.

Article 3. Delivery, risk and transfer of ownership

3.1. Supplier shall make each delivery punctually at the agreed time or within the agreed term carriage paid (DDP, Incoterms 2010) to the delivery address stated in the Exact's purchase order.

3.2 Unless otherwise agreed, partial deliveries are not allowed. All agreed delivery dates and terms shall be construed as strict deadlines and Supplier shall automatically be in default by law without further notice of default.

3.3 Each delivery shall be complete and accompanied by, if applicable, a properly itemized packing note and all related documentation such as quality certificates, guarantee certificates, maintenance books, instruction books, drawings and manuals.

3.4. If Supplier fails to deliver, deliver in full or deliver properly at the agreed time or within the agreed term, Supplier shall owe a penalty, without further reminder, warning or notice of default, equal to 0.5% of the agreed price for every working day of delay, subject to a maximum of 10% of the order value. This penalty does not affect the rights of Exact to claim compensation and its right to require complete fulfillment, or both.

3.5 Supplier shall inform Exact in writing as soon as Supplier knows or by reasonable standards may be expected to know that a delay will occur in the delivery of the Products and Supplier shall mention the reasons for the delay, will describe the measures taken and to be taken by Supplier to avoid the delay and give a new delivery date. These measures does not affect the rights of Exact under Article 10.

3.6. All goods will be packed properly and, unless otherwise agreed, delivered in the original packaging. Supplier will take back the packaging materials at the request of Exact. If such a request will be made, the packaging materials will be sent back at the expense and risk of Supplier.

3.7. The risk of loss of or damage to goods will be transferred to Exact at the moment of delivery and after Exact has signed the relevant transport documents confirming delivery.

3.8 If a ready-for-service installation has been agreed with respect to the goods ordered by Exact, the risk concerning the goods will be transferred at ready-for-service delivery or, if such was agreed, after both parties have signed the notice of acceptance. If Exact does not accept the goods, the risk will be transferred back to Supplier within three days after the date of notice of sending the goods by Exact to Supplier where the message is stating that the goods are ready for collection.

3.9. Ownership of the goods delivered by Supplier will transferred from Supplier to Exact at the time of delivery to or payment by Exact, which moment occurs earlier.

Article 4. Payment

4.1. Prices stated on the Exact Purchase order are fixed prices excluding VAT and payable in the currency indicated.

4.2. All invoices will be sent to the invoice address stated in the Exact Purchase order and refer to the order number as mentioned in the Exact Purchase order.

Invoices shall be properly specified.

4.3. Payment will be made within forty-five (45) days of receipt of the invoice, or, if receipt and acceptance of the goods occur later, within forty-five (45) days after receipt and acceptance of the goods. Payment by Exact shall not release Supplier from guarantee obligation or liability and shall not affect the rights of Exact under the Agreement.

4.4. Exact is allowed to offset any amounts owed to Supplier against with claims which Exact has with respect to Supplier.

Article 5. Approval and acceptance

5.1. For determination whether the Products meet the requirements under the Agreement, Exact shall be afforded an opportunity for ten (10) working days after delivery (or such other period as parties may have agreed in writing) to perform or commission inspections, checks and tests in respect of the Products. Exact shall have the right to reject the Products by means of a written notification to Supplier if, during the aforementioned period, Exact establishes that the Products fail in any way to meet the requirements under the Agreement.

5.2 In the absence of such written notification, the Products shall be deemed to be accepted on expiry of the aforementioned period of ten working days.

5.3 Acceptance does not prejudice the other rights of Exact under the General Conditions and, in particular, its rights under Article 7 ("Warranty").

5.4. If Products are rejected in the way referred to above, Exact shall have the right, at its sole discretion, to dissolve the agreement or permit Supplier to replace, repair or modify the Product (at the choice of Exact) in a way that the Products meet the requirements as stated in the Agreement. Such permission does not prejudice the rights of Exact to claim compensation and penalties.

Article 6. Ownership

6.1. All sketches, drawings, models, designs, specifications, data, documents and other company information ("Documentation") provided by Exact to Supplier for the formation and purpose of the Agreement will be used by Supplier only for the purpose for which Documentation is provided by Exact and shall remain the property of Exact.

6.2 Supplier shall return all Documentation to Exact at Exact's first request and without any further additional costs.

Article 7. Warranty

7.1. Supplier guarantees that the Products are free of all encumbrances and restrictions and of limitations ensuing from patents, explicitly including but not confined to copyrights and other intellectual property rights, and that the object, composition and quality of the delivered Products in every respect meet the applicable requirements of the laws and/or other government regulations as may be applicable at the time of delivery.

7.2 Supplier further guarantees that the delivered Products meet the prescribed specifications and the promised product properties, and that the Products are appropriate for the purpose intended by Exact.

7.3. Supplier guarantees that the delivered goods are free of any design, material and/or manufacturing errors for a period of twelve (12) months after acceptance by Exact of the Products (or, if longer, the guarantee period of Supplier, or such different period as may have been agreed in writing by Supplier and Exact). If Exact informs Supplier that the goods fail to meet the foregoing requirements, Supplier must repair the Products immediately or, at the discretion of Exact, replace the Products without charging any costs.

7.3 Products replaced or repaired under the terms of this warranty are guaranteed for a new period that commences from the moment of delivery of the replacement of the Products.

7.4 Any goods returned to Supplier are at Supplier's risk and expense. These provisions do not prejudice the rights of Exact under Article 10.

Article 8. Liability and indemnification

8.1. Supplier shall be liable for and indemnify Exact against all claims by third parties regarding any damage that Exact and/or third parties incur directly or indirectly (explicitly including but not confined to loss of sales and/or profits, business damage and other consequential damage) resulting from a defect in the Product that fails to provide the safety that

may be expected of it, or resulting from any imputable shortcoming by Supplier in the performance of any obligation under the Agreement, or from any act or omission by Supplier, his personnel or persons used in the performance of the agreement. For the purposes of this Article, employees and workers of Exact are considered third parties.

8.2. Supplier shall indemnify Exact against claims arising from infringement or alleged infringement of Products delivered by Supplier of the intellectual and/or industrial property rights or other rights of third parties and shall reimburse Exact for all damage caused by such infringement.

8.3 Without prejudice to the foregoing, Supplier shall, if the Products infringe third-party rights, make every effort to ensure, at no cost to Exact, the further uninterrupted usability of the Products. If this is not impossible, Supplier shall, at his own expense, acquire for Exact replacement Products that in all respect are equivalent to the infringing Products.

8.4. Supplier shall take out sufficient insurance cover the liability for damage within the meaning of this Article and shall allow Exact at its first request to inspect a copy of the policy or policies concerned and show proof of payment of the premiums.

Article 9. Cancellation or alteration of an order

9.1. Exact is entitled to cancel, alter (in full or in part) or require later delivery of an order free of charge by providing written notification not later than ten (10) working days prior to the agreed time of delivery or commencement of the delivery term.

Article 10. Dissolution of the Agreement

10.1 Without any notice of default or seeking recourse to the court, Exact is entitled to dissolve the agreement, in full or in part, with immediate effect, by written notification of Supplier, if

(a) Supplier fails to meet, meet on time or meet properly any obligation under the Agreement, and/or
(b) Supplier has been declared bankrupt, is the subject of a petition for bankruptcy, has been granted or petitioned for a suspension of payments, his company is liquidated or his property seized, or if all or part of the business of Supplier transfers to a third party in any way whatsoever.

10.2 Unless breaches may not be attributed to Supplier, Supplier shall reimburse Exact for all costs and damage, including the costs for the legal assistance provided by lawyers, resulting or ensuing from any failure by Supplier to fulfill its obligations under the Agreement. Breaches which may not be attributed to Supplier within the meaning of this Article shall exclude any failure, imputable or otherwise, by suppliers of Supplier, sickness of personnel of Supplier or his suppliers, machine or production problems other than at Supplier's own organization as a result of war, natural disasters or fire or explosions not attributable to Supplier, strikes and in general any causes that by reasonable standards must remain for risk and expense of Supplier.

Article 11. Transfer

11.1. Without the prior written permission of Exact, Supplier shall not transfer the Agreement or any obligations thereunder to third parties or have such obligations performed by third parties, either in full or in part.

11.2 Exact reserves the right to attach conditions with respect to the permission to allow such transfer.

Article 12. Confidentiality

12.1. Supplier shall keep strictly confidential all business information and data from and about Exact that have come or may come into his possession as a result of or in connection with the Agreement.

12.2 Supplier shall impose the same confidentiality obligation on his personnel and any third parties which Supplier uses to perform his duties in relation to the agreement.

12.3 The Confidentiality obligation will remain in full force an effect for an unlimited period of time, even after termination of the Agreement and regardless of how the Agreement was terminated.

12.4 The Supplier shall forfeit a directly due and payable penalty, without any prior notice of default being required, of €100.000,- for violation of the obligations by Supplier or employees of Supplier or by a third party hired by Supplier set forth in these confidentiality obligations and without prejudice to the right of Exact to claim actual and complete damage

Article 13. Publicity

13.1 Without the explicitly prior written permission of Exact, Supplier shall refrain from publicizing the fact that he supplies or has agreed to supply Products to Exact under the Agreement.

Article 14. Forfeiture and/or waiver of rights

14.1. To the extent that one party has not explicitly required the other party to meet certain obligations regarding the Agreement, this circumstance will not be construed as the first party having waived its rights to such provisions and shall not give the other party the right to derive any rights from such a circumstance now or in the future.

Article 15. Nullity

15.1. Should a court decide that any provision in the Agreement is completely or partially void or otherwise not binding or valid then the other provisions remain in full force. In that case parties will consult with each other in order to replace the nullified, inoperative or non-binding provisions by valid provisions resembling as closely as possible to the object of the nullified or non-binding provisions and of the Agreement as a whole.

Article 16. Written notifications

16.1. All written notifications concerning the Agreement shall be sent by registered mail to the address of the other party stated on the Purchase order of Exact

Article 17. Titles and sequence

The titles and sequence of Articles in the General Conditions are intended solely to provide a clear presentation and do not form a material part of the

Agreement and cannot be used in the interpretation thereof.

Article 18. Applicable law and disputes

18.1 The Agreement and all contracts resulting therefrom are governed solely to Dutch law. The provisions of the Vienna Sales Convention (CISG) do not apply.

18.2 Any disputes that parties are unable to resolve amicably despite having exercised all reasonable efforts shall be submitted to the competent court in Rotterdam.

Additional conditions with respect to Agreements for performance of some services and Agreements contracting for work

Article 19. Applicability of additional conditions

19.1. The additional conditions apply to all requests for, offerings of and Agreements with Exact under which Exact acts as the client for services, contracts or work performable by Supplier.

19.2 For the purposes of these additional conditions, the personnel of Supplier shall additionally include any third parties used by Supplier for performance of the Agreement.

Article 20. Personnel

20.1 Supplier guarantees that personnel used for performance of the Agreement shall meet the requirements laid down by Exact and, the generally accepted requirements of professional proficiency and expertise. If Exact requests the replacement of personnel of Supplier on reasonable grounds, Supplier shall arrange adequate replacement as soon as possible.

20.2. With regard to amounts payable by Exact to Supplier, Exact shall not owe Supplier any amounts by way of social security contributions or taxes. Supplier shall meet on time all obligations concerning social security regulations, contributions/prepayable contributions, payroll tax deductions, VAT payments and all other taxes and/or duties and payment thereof.

20.3 Supplier shall indemnify Exact against all third-party claims and against the costs of legal assistance reasonably incurred by Exact, for legal proceedings and other purposes, and any related costs, arising from failure to meet the provisions contained in this clause.

Article 21. Sites and buildings

21.1. Supplier shall ensure that his personnel meet all Exact's company and safety rules, including the rules applicable to use of the Exact's computer infrastructure by non-Exact personnel. The personnel of Supplier shall follow all instructions given by Exact's employees.

21.2. Unless caused deliberately or by gross negligence by Exact, Exact shall not be liable for any damage of any kind caused to Supplier and/or his personnel.

Article 22. Applicable legislation and licenses

22.1. Supplier shall meet all applicable laws and regulations during performance of obligations and activities under the Agreement, including but not limited to all legislation concerning safety, working conditions, the environment, social security insurances and the supply of labor, and shall hold all licenses and permits prescribed by government authorities in respect of these matters.

Article 23. Tools and equipment

23.1. If Exact provides Supplier with tools and/or equipment for performance of the Agreement, the items concerned shall remain the property of Exact and may be used solely by Supplier and his personnel and to the extent necessary for performance of the Agreement. Supplier shall return all such items to Exact at its first request and, if such a request does not reach Supplier, not later than at the time of acceptance by Exact of the delivery made under the Agreement.

23.2. Unless caused deliberately or by gross negligence by Exact, Exact shall not be liable for any damage of any kind caused to Supplier, his personnel and/or third parties as a result of the tools and equipment made available by Exact and/or their use by Supplier and/or his personnel.

Article 24. Property rights

24.1 The copyright to all works produced by Supplier and/or its personnel for the purposes of the Agreement, including but not limited to computer software, algorithms, texts, etcetera, shall accrue in all instances to Exact. Supplier shall transfer and relinquish all such copyrights to Exact. To the extent that a deed is required for such transfer, Supplier and also for his personnel, shall at first request of Exact co-operate in the transfer of such rights at the expense of Exact. If Supplier (including his personnel) makes inventions capable of being patented during work performed for Exact, he and for his personnel shall relinquish such rights in favor of Exact and, at the expense of Exact, shall provide all co-operation reasonably necessary to enable Exact to apply for a patent.

24.2 Supplier shall indemnify Exact against third-party claims arising from infringement or alleged infringement of intellectual property rights held by third parties in materials, documents and computer software produced by Supplier (including his personnel and any third parties engaged by him).