

## 1. General

These General Purchasing Conditions form part of every agreement in which Develing acts as buyer. Other terms and conditions, or other than those stated in the order or in these General Purchasing Conditions, are hereby explicitly rejected and can only form a part of the agreement concerned if and for as far as both parties agree thereupon in writing.

## 2. Confirmation of order

Agreements can only come about in writing. Develing reserves the right to revoke an order that has already been placed, if the supplier did not confirm this through a confirmation order in writing within two weeks after receipt of the order. If the confirmation order deviates from the original order, Develing can only be held responsible if they have explicitly agreed regarding the deviation in writing. The acceptance of deliveries and payments for these do not imply a recognition of the mentioned deviations.

## 3. Transfer of rights and obligations

Every party needs the prior written permission of the opposing party for every transfer of rights and/or obligations to a third party. If necessary, Develing is entitled to transfer their rights and obligations without prior permission of the supplier to another company.

## 4. Delivery

The goods ordered must be delivered in one shipment, unless it has otherwise explicitly been agreed upon in writing. Deliveries occur under the Incoterms that are valid at the time of signing the agreement. Develing has the right to return non-agreed split orders without prior notice at the expense and risk of the supplier. If either more or less of the goods than the amounts agreed upon are delivered, and if the deviation is larger than what is usual in the relevant branch, Develing is

authorized to refuse the surplus, or return it at the expense and risk of the supplier, and to refuse the delivery if the amount delivered is smaller than agreed upon.

The agreed delivery time is both strict and a deadline. Any delay in the carrying out of the order, or during delivery, will immediately be reported by the supplier to Develing, stating the circumstances which are causing this delay.

## 5. Packaging and transport; indemnification

The goods must be packed and secured in such a way that, in case of normal transport, they reach the place of delivery in good condition, and the unloading there can take place in a safe way. The supplier is responsible for the fact that the national, international and/or supranational regulations, with regards to packaging and transport, are maintained. Develing is prepared to advise the supplier to its best insight, yet without liability on their part, with regards to the packaging and transport, as well as to the relevant regulations and provisions. Develing has the right not to accept the goods to be supplied if the regulations and provisions mentioned before are not complied with. The supplier is at all times liable for damage to the goods caused by the transport thereof. The supplier indemnifies Develing against any claims which third parties exercise against them, relating to acts or negligence of the supplier, or of third parties which have been involved by them in the carrying out of the order.

## 6. Transfer of property and risk

The property and the risks concerning the goods will be transferred to Develing as soon as the supplier has fulfilled all its obligations with regard to the delivery thereof at the delivery address stipulated by Develing. If due to special circumstances Develing is not able to accept the goods at the agreed time, the supplier will

postpone the delivery at the request of Develing for a reasonable period to be determined by themselves. The supplier is responsible for the unburdened and unencumbered transfer of the property to Develing at the time of delivery.

## 7. Guarantee

The supplier guarantees :

- a) that all goods to be delivered are suitable and legally admissible for the purpose for which they are intended. This is applicable if this destination has been reported to them or if this either results unambiguously from the nature of the goods, or if the destination is reasonably known to the supplier;
- b) that they are in accordance with the agreed specifications;
- c) that the goods meet the agreement, are of good quality and free of defects in the design, manufacturing or material;
- d) that the goods meet all the legal requirements that are in effect in the Netherlands and/or other (international) government regulations in the country of delivery, and/or in the country of their final destination;
- e) If within a 12 months period after the delivery and/or completion, it turns out that the delivery does not meet the stipulations of this article, at the first notification and at the choice of Develing, the supplier will restore or execute the delivery again within two weeks, at the expense of the supplier. If the supplier fails to fulfil his guarantee obligations, Develing has the right to go over to replacement, recovery or re-execution at the expense of the supplier.

## 8. Liability

The supplier is liable for all damage suffered by Develing as a consequence of any default or shortcoming in the delivery. The supplier will indemnify Develing completely for all damages of third

parties as a result of the circumstances mentioned above.

## 9. Non-fulfilment

If the supplier does not fulfil its obligations, the opposing party legally enters into default without any written notice being required, and Develing will be authorized without further proof of default and/or judicial intervention to either annul the agreement partially or entirely, or to demand observance of the agreement. In that case Develing is authorized to demand compensation for damages, costs and interests. Should Develing annul the agreement entirely, the goods which have already been delivered will be returned by Develing at the expense of the supplier, and the supplier will be obliged to refund the payments related to these goods in all cases within 7 days. Should Develing prefer to keep the already delivered goods partially or entirely, Develing will pay a reasonable part of the agreed price for this. Should Develing prefer compliance with the agreement, the supplier has the obligation to either still deliver the goods, or, at the choice of Develing, replace the rejected goods at their expense and risk, or to make the required improvements to these goods. In case an improvement by the supplier is not carried out properly within a reasonable term, to be determined by Develing, or if in view of the safety and continuation of the production there is not sufficient opportunity to make the supplier carry out the improvement, Develing is entitled to effectuate the improvement in a different way at the expense of the supplier.

## 10. Force majeure

In the event where circumstances such as force majeure, government measures or strikes impede Develing to comply with its obligations, they will immediately inform the supplier about this, and compensation of damages paid by Develing due to non-compliance or tardy compliance as a result of this, is excluded. If the

situation of force majeure has lasted more than 6 months, both parties are authorized to annul the agreement.

## 11. Payment

Payment of the delivered goods will take place within the period which is laid down in the agreement or - if the delivery is postponed in accordance with the second paragraph of article 7 - within the same period after the date on which the postponed delivery takes place.

## 12. Secrecy and infringement of patents, etc.

The supplier will not make the know-how and data that become known to him in connection with the execution of the order, known to third parties or use these on behalf of third parties without prior permission. The supplier provides free use and free disposal of the delivered goods to Develing. They will indemnify us completely against claims of third parties resulting from any violation or alleged violation of patent rights and/or other rights of third parties. If there are any intellectual property rights on the delivery or accompanying documentation, Develing will receive the right of use of these free of charge, by means of a worldwide and perpetual licence.

## 13. Applicable law, competent court

Dutch law applies exclusively to the agreement and further agreements that may arise from it. All disputes arising from the agreement will exclusively be dealt with by the competent court in the District where Develing is domiciled.

## 14. INCOTERMS

For as far as they are applicable, the most recent INCOTERMS, as they have been established by the International Chamber of Commerce in Paris, will apply, unless it is agreed upon otherwise in writing.

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