

GENERAL CONDITIONS OF PURCHASE

of Ewals Cargo Care B.V., registered at the Chamber of Commerce at Venlo under nr. 12025683, seated and registered at Ariënsstraat 61-63, 5931 HM Tegelen, and affiliated companies (hereunder known as ECC).

Article 1. Definitions

The terms and concepts used in these General Conditions of Purchase are defined as follows:

- Purchaser: ECC, user of these Conditions of Purchase
- Supplier: the party contracting with the Purchaser
- Agreement: the agreements laid down in writing between the Purchaser and the Supplier for the delivery of items and/or services
- Delivery: the act of putting one or more items into the ownership or control of the Purchaser and where applicable their installation/assembly
- Items: material objects, software or services to be delivered
- Party: the Purchaser or the Supplier
- Parties: the Purchaser and the Supplier.

Article 2. Applicability

- a. These General Conditions of Purchase shall take precedence over any printed conditions appearing on any quotation, acceptance form, delivery form, invoice or other documents or letter emanating from the Supplier or any other communication.
- b. Any waiver or relaxation, whether partly or wholly, of any provisions of these General Conditions of Purchase shall only be valid if in writing and signed by or on behalf of authorised representatives of both Parties, and shall apply only to a particular occasion and shall not be continuing.

Article 3. Modifications

- a. The Purchaser may at any time, in consultation with the Supplier, modify the quantity or specifications of the deliverable items. Such modifications shall be agreed in writing.
- b. If the Supplier considers that a modification has an effect on the fixed price and/or the delivery time, he shall, prior to complying therewith, notify the Purchaser in writing as speedily as possible and in any case within 15 working days after notification of the requested modification. If, in the judgement of the Purchaser, the consequences for the price and/or time of delivery are unreasonable, the Parties shall negotiate the matter.

Article 4. Transfer of obligations

The Supplier may only transfer an obligation arising out of the Agreement to a third party upon prior written agreement of the Purchaser. Where such written agreement is given it is conditional upon the Supplier's sub-contractor or assignee accepting the Conditions agreed between the Purchaser and the Supplier.

Article 5 Price and Price Revision

- a. Prices are exclusive VAT and inclusive of all costs incurred for the Supplier to meet his obligations.
- b. Prices are firm and fixed, unless the Agreement stipulates the circumstances, which can lead to revision of the price, and the manner in which such revision takes place.
- c. If the Agreement provides for a cost-reimbursement price, the specific provisions shall be laid down in the Agreement.

Article 6. Invoicing and Payments

- a. The Supplier shall send a monthly statement of accounts by the fifth day of each month quoting the invoice numbers applicable to each item thereon.
- b. Payment of the invoice, including VAT, shall be made within 60 days of receipt of the invoice, subject to approval by the Purchaser of the items, and where applicable their installation/integration.
- c. The Purchaser is entitled to defer payment if he establishes that there is a defect in the items and their installation/integration.
- d. The Purchaser is entitled to reduce the amount claimed on the invoice by any sum which is due from the Supplier to the Purchaser.
- e. Payment by the Purchaser does not constitute waiver of any of his legal rights.

Article 7. Time of Delivery

- a. The agreed time of delivery is of essence. In case delivery is not made on time, the Supplier is in breach without further notice.
- b. The Supplier is obliged to notify the Purchaser in writing without delay of any events which may lead to a delay in delivery.
- c. Such notification shall have no effect or any consequences arising from the delay as a result of the Agreement or other legal provisions.

Article 8. Delivery

- a. Delivery shall take place at the agreed time and place, Delivery Duty Paid (DDP) Incoterms 1st. January 2000.
- b. The Purchaser has the right to postpone delivery. The Supplier shall in such case properly store the items separately from other goods, identifiable, protected, secured and insured.

Article 9. Non-compliance

- a. In the case of any non-compliance attributable to the Supplier, he is deemed to be in breach without further notice.
- b. Without affecting any right to damages, and other legal remedies resulting from the non-compliance, the Purchaser is immediately entitled to receive a penalty of 0.5% per day for the duration of the non-compliance, to a maximum of 15% of the purchase price for the deliverable.
- c. Legal interest of any amounts paid in advance by the Supplier shall be taken into account and set against invoices covering the period of non-compliance.
- d. In case of a non-attributable non-compliance the obligations of both Parties shall be postponed for a period of 5 weeks.
- e. Either Party can only make a claim on the other Party for a non-attributable non-compliance, as mentioned in article 22, if he notifies the other Party of such a claim in writing, without delay and in any case within 10 working days of start of the non-compliance.
- f. If the Supplier claims that one or more of his non-compliances are not his fault, and the Purchaser accepts this, the Purchaser has nevertheless the right to terminate the Agreement. In such case, neither Party shall have a claim for damages against the other.

Article 10. Warranty

- a. The Supplier warrants that the items and where appropriate installation/assembly, comply with the agreed requirements.
- b. The Supplier warrants that the items are complete and ready for use. He shall ensure that all parts, accessory materials and pieces, tools, spare parts, instructions and user manuals which are necessary for meeting the requirements agreed in writing, are delivered even if they are not specifically listed.
- c. The Supplier warrants that the deliveries comply with all legal requirements concerning, among other things, quality, environmental protection, safety and health.
- d. If the Purchaser establishes that the deliverables do not meet, in whole or in part, what the Supplier has warranted under paras. (a) to (c) of this article, the Supplier is in breach.

Article 11. Intellectual and Industrial Property Rights

- a. The Supplier shall ensure that the Purchaser can make free and undisturbed use of the delivered items.
- b. The Purchaser has the right to use, for the purposes of this Agreement only, any information made available by the Supplier.

Article 12. Documentation

- a. The Supplier is obliged to provide the Purchaser with the necessary documentation prior to or at the same time as delivery of the items.
- b. The Purchaser is entitled to use such documentation, including the right to reproduce it, for his own purposes.

Article 13. Liability

- a. The Supplier is liable for all damages arising from the performance of his obligations under the Agreement.
- b. The Supplier shall indemnify the Purchaser from all consequences from third party claims with any connection to the performance of his obligations under the Agreement.
- c. The Purchaser has the right to require the Supplier to take out insurance to cover these risks. The Supplier shall on request allow the Purchaser to inspect the terms of the policy and therefore provide at least a certificate of insurance.

Article 14. Indemnity

- a. The Supplier shall indemnify the Purchaser in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Purchaser as a result of or in connection with:
 - a.1. breach of any warranty given by the Supplier in relation to the goods or the services;
 - a.2. any claim that the goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights (including those for royalties, damage or other losses) of any other party, except to the extent that the claim arises from compliance with any specification supplied by the Purchaser;
 - a.3. any act or omission of the Supplier or its employees, agents or subcontractors in supplying, delivering or installing the goods; and
 - a.4. any act or omission of any of the Supplier's personnel in connection with the performance of the services.The Supplier will keep the Purchaser indemnified in respect of all losses/expenses including consequential loss caused to the Purchaser or for which the Purchaser may be liable to third parties which results during or after proper use directly or indirectly from defective goods or services performed by the Supplier or from defective workmanship or design (except where the design is provided by the Purchaser).
- b. The Supplier will keep the Purchaser indemnified against any damage to the Purchaser's property (including any materials, tools, or patterns sent to the Supplier for any purpose) against any claims for loss or injury to any party or to the property of any party by reason of negligence or of any act or omission on the part of the Supplier or the Supplier's employees subcontractors or agents arising out of the execution of the Agreement.

Article 15. Passing of risk and ownership.

- a. Ownership of the items passes to the Purchaser when they are delivered and, as applicable, installed or assembled.
- b. In case the Supplier makes available, for the performance of his obligations any matters such as, but not limited to, materials, accessory materials, tools, drawings, specifications and software, these remain the property of the Purchaser. The Supplier shall keep them separate from any objects which belong to himself or to third persons. The Supplier shall mark them as property of the Purchaser.
- c. As soon as any matter, such as basic materials, accessory materials and software are merged by the Purchaser into items belonging to the Supplier, a new item shall be deemed to exist which is the property of the Purchaser. This applies notwithstanding the provisions of Article 14d.
- d. The risk of damage or loss to the items passes to the Purchaser at the moment that delivery and acceptance of the items has taken place in accordance with Article 18 of these Conditions of Purchase.

Article 16. Right of assignment

- a. The Purchaser may freely assign, encumber, dispose of or otherwise transfer all or any of its rights and/or obligations under the Agreement and/or these Conditions of Purchase to any associated or affiliated companies and the Purchaser may freely assign financial rights (e.g. to banks).
- b. The Purchaser may assign, encumber, dispose of or otherwise transfer all or any of its rights and/or obligations under the Agreement and/or these Conditions of Purchase to any third party after written approval of Supplier. This written approval will not unreasonably be withheld or delayed.

Article 17. Confidentiality and Prohibition on Publicity

- a. The Supplier shall maintain confidential the existence, nature and contents of the Agreement as well as any other related (commercial) information, and shall not make any such publicly known without the written consent of the Purchaser.
- b. If any specific agreements are made as to confidentiality, and the Supplier breaches such agreements, a penalty of the amount related to the damage, but at least Euro 5,000, shall be immediately due to the Purchaser for each breach. The penalty shall be paid by the Supplier directly upon establishment and notification of the breach.

Article 18. Inspection

- a. The Purchaser may, after reasonable notice, carry out or have carried out an inspection at any time during production, processing and storage as well as after delivery.
- b. Upon request, the Supplier shall grant the Purchaser or his representative access to the premises where the production, processing or storage takes place. The Supplier shall give any necessary assistance for the inspection at no cost.
- c. If an inspection as defined in this article cannot, due to the Supplier, take place at the time foreseen, or if an inspection has to be repeated, the Supplier shall bear any costs incurred by the Purchaser.
- d. If the delivered items are rejected, the Supplier shall ensure that they are made compliant or replaced within 5 working days. If the Supplier does not meet this obligation within the period laid down in this Article, the Purchaser is entitled to obtain the items from a third party, or to take measures, either himself or by a third party at the Supplier's cost and risk.
- e. If the Supplier does not remove the defective goods within 15 working days, the Purchaser may return them at the Supplier's cost.

Article 19. Packaging

- a. The Purchaser has at all times the right to return transport and/or packaging materials to the Supplier at the latter's cost.
- b. The Supplier is responsible for the disposal or destruction of the transport and/or packaging material. If the Supplier requests the Purchaser to dispose of or destroy the packaging material this shall be at the Supplier's risk and cost.

Article 20. Termination

- a. If the Supplier fails to meet his obligations flowing directly or indirectly from the Agreement, as well as, inter alia, bankruptcy proceedings or declaration, or in case of cessation of trading, withdrawal of licences, distraint on (part of) the business assets or items required for the performance of the Agreement, voluntary liquidation or take-over by a third party of the Supplier's business, or any comparable event, this shall be deemed to be automatically a breach of the Agreement.
- b. Without effect on any other legal remedies and without any costs for the Purchaser, the Purchaser can terminate the Agreement in whole or in part, if the Supplier, or one of his employees or agents, grants or offers any benefit to a person who forms part of the Purchaser's business, or to one of his employees or agents.
- c. In any of the above cases the Purchaser is entitled to unilaterally terminate the Agreement or part thereof without notification of breach or legal process.
- d. Termination is effected by means of a registered letter addressed to the Supplier.

Article 21. Public Order, safety and environment.

The Supplier and his employees, as well as any third persons engaged by him are obliged to respect all legal safety health and environmental regulations. Any internal rules and regulations of the Purchaser in the field of safety health and environment shall also be followed. A copy of these rules and regulations shall be made available free of cost to the Supplier on request.

Article 22. Force Majeure

In the event of any strike, lockout or other industrial action, fire, explosion or accident or of any stoppage of the Purchaser's business or work or any other matter beyond the Purchaser's control which may prevent or hinder the use of the Goods the subject matter of the order or the Purchaser's ability to take delivery of the same, the delivery of such goods or the completion of the services and the payment therefore may be suspended or postponed at the Purchaser's option until the circumstances preventing or hindering the use of such goods or delivery thereof has ceased. In this event the Supplier shall be responsible for safe storage of the goods and prevent their deterioration.

Article 23. Disputes

- a. Any dispute between the parties, including any which only one Party regards as a dispute, shall as far as possible be settled by consultation and discussion.
- b. If the Parties cannot reach agreement, the dispute shall be submitted to the District Court where the Purchaser's business is established.

Article 24. Applicable law

The law of the Netherlands law shall apply exclusively to the Agreement, of which these Conditions of Purchase are part. All foreign laws and treaties, such as the Vienna Convention, are excluded.

Article 25. Severability

If any provision of these Conditions of Purchase shall be held to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall continue in full force and effect.

SUPPLEMENTARY CONDITIONS OF PURCHASE FOR WORKS AND SERVICES

Article 26. Supplementary Definitions

In these Supplementary Conditions of Purchase the terms used are defined as follows:

- Materials: items as referred to in Article 15.b. of these General Conditions of Purchase which are used to produce physical objects, or are used in the performance of the work, other than equipment.
- Equipment: all vehicles, machines, cranes, scaffolding and parts thereof, electronic apparatus, tools and similar, which the Supplier uses for performance of the Agreement, with the exclusion of items which are to be incorporated in the physical objects which are to be produced.

Article 27. Applicability

- a. These supplementary conditions shall apply to all invitations to offer, offers and orders for the carrying out of tasks and/or the performance of work and/or services by the Supplier.
- b. In addition to these supplementary conditions, the General Conditions of Purchase of ECC shall apply to all abovementioned invitations, offers and Agreements.
- c. For the purposes of the application of these conditions, by "Supplier's personnel" shall be understood inter alia third parties or persons who are engaged by the Supplier in the performance of the Agreement.

Article 28. Personnel, equipment and materials

- a. Personnel engaged by the Supplier in the performance of the work shall meet any particular requirements laid down by the Purchaser, and in the absence of such, the general requirements of skill and experience normal to the trade.
- b. If the Purchaser considers that the personnel is insufficiently qualified, he may require the removal of such personnel, and the Supplier shall immediately replace such, taking due account of the provisions of section (a) of this article.
- c. The Purchaser is entitled to check and inspect all materials and equipment that the Supplier intends to use for the performance of the Agreement, and to identify the personnel that the Supplier engages in the performance of the Agreement.
- d. If, in the judgement of the Purchaser, the Supplier's personnel conducts itself in an improper manner, the Purchaser is entitled to have the personnel in question removed without any costs for the Purchaser.

Article 29. Work on the site/in the buildings of the Purchaser

- a. Prior to starting the performance of the work, the Supplier shall acquaint himself with the conditions on the site and in the buildings of the Purchaser where the work is to be performed.
- b. Prior to starting the performance of the work, the Supplier and his personnel shall acquaint themselves with the contents of the rules and regulations applicable to the Purchaser's site and buildings, concerning, inter alia, safety, health and environment, and shall conduct themselves accordingly.
- c. Costs of delay in performance of the Agreement caused by conditions as referred to in paras. (a) or (b) here above are for the account and risk of the Supplier.
- d. The Supplier shall ensure that no interference is caused, due to the presence of himself and his personnel on the site and in the buildings of the Purchaser, to the undisturbed work of the Purchaser and of third parties, and with regard to technical installations and facilities.
- e. On request, the Purchaser shall provide the Supplier a copy of the above-mentioned rules and regulations.

Article 30. Payments

- a. The Purchaser shall only make payments when the Supplier's work has been delivered and/or the services rendered to the Purchaser's satisfaction, and when upon request of the Purchaser the Supplier has shown that he has paid what is due to the personnel and employees assigned to the work.
- b. The Purchaser has at all times the right to pay the Supplier the sums due for social security premiums, VAT and income tax, including national insurance, relating to the work performed, and for which the Purchaser could be severally liable as final customer under the provisions of the Law on Ultimate Responsibility (Wet Ketenaansprakelijkheid), by depositing such payment to the Supplier's blocked account in the meaning of the above mentioned law.
- c. Notwithstanding the provisions of the para. (b) above, the Purchaser has at all times the right to withhold from the Agreement price the sums due for social security premiums, VAT and income tax, including national insurance, as referred to above, and on behalf of the Supplier to make such payments directly to the appropriate industrial insurance board or tax authority.
- d. In case not otherwise agreed between Parties, Supplier is obliged to pay all abovementioned sums and to hold Purchaser harmless for any claims and/or obligations related to these payments.
- e. In the cases referred to in paragraphs (b) and (c) above, the Purchaser is, through such payment by Purchaser to the Supplier or the proper board or authorities, discharged of any obligation to, and will be held harmless by, Supplier in relation to these obligations and/or sums.

Article 31. Obligations of the Supplier

- a. The Supplier is independently and under his sole responsibility obliged to bring the work to a satisfactory conclusion, taking into account the prevailing rules concerning such matters as safety and environment.
- b. The work and or the service(s) shall be performed in a good and thorough manner and in accordance with the terms of the Agreement.
- c. Representatives of the Supplier shall in principle be available on site during working hours. Absence, replacement and contact- ability shall be arranged in agreement with the Purchaser.
- d. The Supplier must be in possession of a valid proof of registration with the industrial insurance board with whom he is registered, and to have a permit to establish a business, where this is required. On request by the Purchaser, the Supplier shall furnish the above-mentioned documents.
- e. On request of the Purchaser, the Supplier shall provide the Purchaser with a record containing the name, forename(s), address, town of residence, place and date of birth, social security number and terms of employment of all personnel assigned week by week by the Supplier to the work.
- f. On request of the Purchaser, the Supplier shall give the Purchaser access to the pay-sheets or the man-hour records for all personnel assigned by the Supplier to the work, in accordance with a format established by the Purchaser.
- g. The Supplier shall strictly meet all his responsibilities towards the personnel assigned to the work.
- h. The Supplier shall, each time he is requested by the Purchaser, provide a copy of the statement concerning his payment record with the industrial insurance board or tax authority.
- i. The Supplier shall hold the Purchaser free of all liabilities towards third parties arising from the Supplier or meeting his obligations under the agreement or through operation of law.
- j. The Supplier shall independently perform the Agreement according to the latest technical standards, and is responsible therefore.
- k. The Supplier shall remove all waste and packaging material after completion of his tasks.