

General Terms and Conditions of Purchase Copaco

Article 1. General

1.1 Definitions:

- Copaco User of these purchase conditions and member of the Copaco Group, which includes:

In these purchase conditions, Copaco means the following companies:

1. Copaco N.V., having its registered office in Eindhoven, the Netherlands (Chamber of Commerce Trade Register number 17063651)
2. Copaco DC B.V., having its registered office in Eindhoven (Chamber of Commerce Trade Register number 17084914)
3. Copaco Nederland B.V., having its registered office in Eindhoven (Chamber of Commerce Trade Register number 17048595)
4. Copaco International B.V., having its registered office in Eindhoven (Chamber of Commerce Trade Register number 17152732)
5. Copaco Financial Services B.V., having its registered office in Eindhoven (Chamber of Commerce Trade Register number 17114469)
6. Revah IT B.V., having its registered office Eindhoven (Chamber of Commerce Trade Register number 17161233)

and other companies affiliated with Copaco and/or companies that made their purchase transactions subject to these purchase conditions.

- Supplier Copaco's counterparty (in contract or otherwise).

- Contract Any legal relationship to which these purchase conditions may apply pursuant to Article 2.

1.2 These purchase conditions apply to every request and order from Copaco to supply goods and/or services, and subsequently to every agreement between Supplier and Copaco, unless the parties have explicitly agreed otherwise in writing.

1.3 Copaco expressly rejects the applicability of Supplier's general terms and conditions in the event Supplier makes reference thereto.

Article 2. Orders and order acceptance

2.1. An order for delivery of goods and/or services is only concluded after Supplier has received a written purchase order from Copaco, with a purchase reference number.

2.2 Supplier is obliged to confirm the purchase order in writing without delay, stating the price and delivery time. Copaco is entitled to withdraw a purchase order issued by it free of charge if the order is not confirmed within 8 (eight) days.

2.3 If Supplier proceeds to deliver without confirmation and Copaco accepts performance, only the order as issued by Copaco applies, including these purchase conditions.

Article 3. Delivery terms and conditions

- 3.1 Supplier is obliged to comply with the delivery time (or times) stated in the purchase order and otherwise to meet the conditions as stated in the purchase order. Unless agreed otherwise in writing, stated delivery times are deadlines.
- 3.2 If the delivery deadline cannot be met, Copaco has the right to withhold 1% of the turnover value with a minimum of € 250 each day after the expiry of the delivery deadline (or deadlines) with a minimum of € 250, in addition to the right to terminate the contract.
- 3.3 Deliveries will take place on the day and place as stated in the purchase order. If delivery, or partial delivery, takes place earlier, which requires Copaco's approval in writing, payment will nevertheless be made according to the original due date.
- 3.4 As soon as Supplier foresees or can foresee that it will not be able to fulfil the obligations arising from the purchase order, it must immediately inform Copaco both verbally and in writing, stating reasons.

Article 4. Quality and Warrant

- 4.1 Supplier guarantees that the delivered goods and/or services fully comply with the requirements formulated by Copaco, are new (unless agreed otherwise in writing), and comply with all relevant legal requirements and government regulations at the time of performance.
- 4.2 To the extent no specific requirements have been set in the purchase order, Supplier must deliver goods at the quality suitable for the purpose of Copaco, insofar as this purpose is (reasonably) known to Supplier.
- 4.3 Any change in specifications and/or composition always requires Copaco's prior approval.
- 4.4 When the purchase order includes installations, repairs or other activities by Supplier, these will be carried out with sufficiently qualified personnel and materials. Supplier guarantees that the work will be carried out in accordance with the intended result and within the time frame as stated in the purchase order.
- 4.5 Supplier applies a warranty period of at least 1 (one) year to the goods, without prejudice to longer warranty conditions from manufacturers. After this period has expired, the rights that Copaco derives from the law and the purchase order remain in full force. The agreed warranty will in any case imply that a problem reported to Supplier in writing by Copaco within the warranty period will be remedied as soon as possible, at the expense of Supplier, including additional costs.

Article 5. Payment

- 5.1 Invoicing takes place at the billing address as provided by Copaco, stating Copaco's purchase reference number, together with or without delay after delivery of the goods and/or services, and with full specifications. Copaco will not process incomplete or incorrect invoices and instead return them to Supplier.
- 5.2 Prices as agreed between Supplier and Copaco are fixed and not subject to any interim increase. If prices are reduced before or on the day of delivery, the most favorable conditions will apply, without prejudice to Copaco's right to price protection or other price protection arrangements.

- 5.3 Payment takes place in accordance with the term of payment stated on the purchase order, after deduction of any credit limitation, provided that Copaco has not duly objected to the goods and/or services provided before the due date. If the term of payment is not stated, a period of 30 (thirty) days after delivery or within 8 (eight) days minus a 2% (two percent) payment discount applies, at Copaco's discretion. Payment of the purchase price by Copaco does not in any way constitute a waiver of any right.
- 5.4 Copaco has the right to set off payments against outstanding claims against Supplier or other companies belonging to Supplier's group or organization.

Article 6. Title and Risk

- 6.1 Title to and the risk for the goods to be delivered are transferred at the time of delivery, as soon as Copaco, or an authorized third party, has taken receipt of the goods at the agreed location. Supplier is obliged to insure, at its own expense, the goods against all risks until delivery.
- 6.2 In the event of rejection of the goods during or after delivery, title to and risk for the goods are deemed to have remained with Supplier and therefore never to have been transferred to Copaco. Goods can then be returned at the expense and risk of Supplier. The risk of theft or damage rests entirely with Supplier until the moment of return.
- 6.3 All goods that Copaco makes available to Supplier for the execution of the purchase order remain the property of Copaco and are provided to Supplier on loan. Supplier will, if not already done, mark these goods and return them at Copaco's first request. Goods also include: drawings, materials, hardware, software, data files, configuration and computer models.
- 6.4 If Supplier becomes aware of a defect in the goods delivered (including the packaging), it must immediately inform Copaco thereof, stating the type of defect, the goods in question and other information that may be relevant for the defect and its consequences.

Article 7. Liability

- 7.1 Supplier will be liable towards Copaco for any damage resulting from any failure to fulfil its obligations arising from the purchase order, including damage caused by defects in the goods and/or services supplied or damage caused by infringement of third-party rights.
- 7.2 Supplier guarantees that the use by Copaco, including resale, of goods delivered by Supplier will not infringe any intellectual property or other rights of third parties. If the delivered goods are subject to any intellectual property or other rights of third parties, Supplier will ensure that Copaco obtains the right of use, without additional costs.
- 7.3 Supplier indemnifies Copaco against claims from or compensation payable to third parties arising from any infringement of rights (including intellectual property rights) and compensates Copaco for any loss or damage resulting from any infringement.

Article 8. Installations

- 8.1 If the purchase order (also) involves installations, repairs, configuration or other activities by Supplier, these are carried out under its responsibility and risk, irrespective of whether Supplier or a third party contracted by Supplier carries out these activities.
- 8.2 Supplier will take all necessary precautions to ensure that the work is carried out in accordance with the specifications and applicable regulations and will be liable for any damage sustained by persons and things (including software) caused by activities of Supplier.
- 8.3 Additional work will not under any circumstances be accepted. In the event of additional work, Supplier must contact Copaco in advance, whereupon, if the additional work is agreed, a new purchase order -and a new number- will be issued. We cannot accept a price increase without an additional purchase order. Less work will be settled directly by Supplier.
- 8.4 Supplier is obliged to take out appropriate insurance at its expense to cover any damage as stated in Article 7.

Article 9. Confidentiality and non-solicitation clause

- 9.1 All data and information provided by Copaco to Supplier, both verbally and in writing, is and remains the property of Copaco and will be used by Supplier exclusively for the performance of the purchase order. At the first request of Copaco, Supplier will return such data and information and any copies made.
- 9.2 Supplier will treat all information provided confidentially and obliges such third parties as it may engage to maintain the same confidentiality in writing, or have third parties sign a confidentiality statement drafted by Copaco.
- 9.3 During the term of the purchase order or (framework) agreement and 6 (six) months thereafter, Supplier is prohibited from soliciting employees or other workers of Copaco to work in any way for Supplier or an affiliated company, for payment or otherwise, directly or indirectly, unless Copaco N.V. has given its express and written consent.
- 9.4 In the event of any breach of this Article 9, Supplier is liable for compensation and is obliged to compensate the resulting loss suffered by Copaco, with a minimum of € 25,000 per violation; in the event of a breach of Article 9.3, Copaco will be entitled to claim, rather than the amount mentioned in this article, an amount being the highest hourly rate applied by Copaco multiplied by the number 1040 (being 26 weeks of 40 hours per week).
- 9.5 Furthermore, Supplier is not permitted to provide Copaco employees with corporate gifts, money or incentives with more than symbolic value, unless Copaco N.V. has given its prior written permission.

Article 10. Termination

- 10.1 Failure by Supplier to comply with delivery times or with the number of products to be delivered, as well as non-compliance by Supplier with warranty obligations or any other failure by Supplier to comply with the provisions of the purchase order and the accompanying specifications entitles Copaco (at Copaco's option):
- a) to provide Supplier with a reasonable period to remedy non-performance,

- b) to terminate the purchase agreement in whole or in part without first requiring further notice of default,
- c) (if the delivered goods do not meet the quality requirements as set by Copaco) to return the delivered goods at the expense of Supplier.

10.2 If Supplier goes into bankruptcy, suspension of payments, liquidation, suspension of operations or takeover, or a comparable situation, Copaco has the right:

- a) to terminate the purchase agreement in whole or in part without further notice of default being required,
- b) to suspend all payment obligations until Supplier has fulfilled all obligations,
- c) to entrust performance of the agreement in whole or in part to a third party, in which case any additional costs will be entirely for the expense of Supplier.

10.3 Termination pursuant to this Article can never lead to a right to compensation from Supplier without prejudice to all rights of compensation Copaco may exercise against Supplier.

Article 11. Applicable law

11.1 Dutch law applies exclusively to the purchase order and all agreements arising from it.

11.2 Any and all disputes (including those that are only considered as such by one party) that may arise between parties out of the purchase order or related agreements will be settled by the Oost-Brabant District Court, unless mandatory law provides otherwise.

11.3 The provisions of paragraphs 1 and 2 of this article also apply if the other party has registered office abroad and a foreign court were to have jurisdiction pursuant to a treaty provision, unless a mandatory provision of law or a mandatory treaty provision provides otherwise.

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