

General Terms and Conditions of Purchase of Apollo Vredestein B.V.
1 March 2014

Translation

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Chapter I General

Article 1 Definitions

1.1 AVBV: Apollo Vredestein B.V., a private company with limited liability with its registered office in Enschede, and/or its subsidiary or subsidiaries in the sense of the Civil Code of the Netherlands.

1.2 Supplier: a party to a contract with AVBV in all cases in which AVBV acts as client for, buyer or acquirer of the Performance.

1.3 Performance(s): the things supplied and to be supplied to AVBV by the Supplier, the rights of use and other property rights on those things, the services to be provided and work to be done for AVB by the Supplier, as well as the realization and completion of a tangible work in the interest of AVBV.

Article 2 Applicability

2.1 These General Terms and Conditions of Purchase shall apply to all legal relationships between AVBV and the Supplier. AVBV explicitly rejects the applicability of any general conditions observed by the Supplier.

2.2 Additions to and/or departures from these General Terms and Conditions of Purchase shall only be valid in so far as they have been explicitly accepted by AVBV in writing and shall only apply to the agreement to which they refer.

2.3 The nullification/invalidity of any provisions contained in these General Terms and Conditions of Purchase does not affect the legal validity of the other provisions.

Article 3 Conclusion and execution

3.1 All offers and quotations submitted by the Supplier shall be free of charge to AVBV, are irrevocable, and shall remain valid in their original form for at least sixty days after their date of issue. A request made by AVBV for the issue of a quotation or offer is not binding on AVBV.

3.2 No agreement between AVBV and the Supplier shall be formed until:

A) the time when an order has been placed with the Supplier on behalf of AVBV and this order has been confirmed to AVBV in writing by the Supplier within three working days, or;

B) the time when the term stipulated under A has elapsed and the Supplier has not notified AVBV in writing within this term that it is unable or does not wish to fulfil the order; the order shall subsequently be considered to have been placed subject to the conditions stipulated therein and subject to the applicability of these General Terms and Conditions of Purchase.

3.3 AVBV shall be entitled to cancel the order at no cost, if it can be demonstrated that the Supplier has not yet commenced execution of the order. In that event, AVBV shall compensate the Supplier for any reasonable costs incurred by the Supplier.

3.4 If a Supplier starts work without having received an order on behalf of AVBV, the Supplier does so at its own expense and risk.

3.5 Any goods / components, drawings, models, specifications, instructions, inspection regulations and suchlike provided or approved by AVBV for execution of the agreement shall form an integral part of the agreement between the parties. The provisions of 8.9 shall apply by analogy.

Article 4 Prices

4.1 The agreed prices are fixed and not subject to revision, are expressed in Euro exclusive of Dutch VAT (BTW), and are based on the 'Delivered Duty Paid' (DDP) delivery condition to the agreed place of destination, unless explicitly agreed otherwise. The Supplier must clearly state the applicable BTW percentage in the quotation and on the invoice.

4.2 The agreed prices include all costs relating to compliance with the Supplier's obligations arising from the agreement.

4.3 Suppliers located outside the Netherlands must state the applicable commodity code(s) on the invoices, so that the correct import levy can be established and calculated.

Article 5 Delivery

5.1 Delivery of the Performance is effected DDP as referred to in Incoterms, to the agreed location, strictly at the agreed time or within the agreed term. The edition of the Incoterms that is in force at the time the agreement is formed shall apply to the interpretation of the terms and conditions of delivery.

5.2 As soon as the Supplier knows or should know that delivery of the Performance will not take place, will not take place on time or not properly, the Supplier shall notify the AVBV Purchasing Department accordingly in writing, stating the reasons. The parties shall then enter into discussions on whether and in what manner the issue can be arranged satisfactorily. This shall not prejudice the rights that AVBV may derive from these Conditions in situations of this kind.

5.3 The Supplier shall immediately be in default without further notice of default being required, if agreed terms or dates are exceeded.

5.4 In the event of failure to deliver or to deliver on time, the Supplier shall, without notice of default being required, owe AVBV an immediately payable penalty of 1% of the total contract value for each week of non-delivery or late delivery that has started after the agreed delivery period, to a maximum of 5% of the total contract value. The penalty does not supersede AVBV's right to compliance, termination or indemnification.

5.5 If AVBV requests the Supplier to postpone delivery, the Supplier shall store, protect and adequately insure the Performance in proper packaging and recognizably identified as being intended for AVBV. Any reasonable costs involved can be passed on to AVBV after prior permission has been obtained from AVBV.

5.6 The Supplier must deliver the Performance to AVBV including all corresponding resources (such as spare parts, auxiliary materials, fittings, tools, product data and/or product safety sheets) and documentation (such as drawings, quality, inspection and warranty certificates, and instruction books with manuals). The corresponding resources and documentation shall be supplied to AVBV – in English or in Dutch, as required by AVBV – at no extra charge. AVBV shall be under no obligation to make payment until the Performance and all corresponding resources

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and documentation have also been delivered. AVBV is completely at liberty to use the corresponding resources and documentation for the purposes for which it considers these to be necessary or useful, which is also held to include the right to make multiple copies for AVBV's own use.

5.7 In the event of inspection, examination and/or testing of the Performance in accordance with the provisions of article 14, AVBV is under no obligation to make payment until it has approved the Performance received as referred to in the second sentence under 14.4, and after all corresponding resources and documentation as referred to in article 5.6 have been delivered.

5.8 Partial deliveries are not permitted, unless the Supplier has received prior permission in writing from AVBV.

5.9 The Performance should be delivered between 08:00 and 17:00 hours on working days as far as possible. Alternative times may be agreed on in consultation with or on the instructions of AVBV.

5.10 AVBV shall only subject the Performance supplied, delivered or executed to a cursory inspection on receipt or after execution. This inspection includes a count of the number of packages alone and no packaging is opened in principle. Signing for receipt of the Performance does not imply approval. The foregoing shall not preclude the subsequent invocation by AVBV of defects in what has been delivered and/or performed, or non-compliance or failure to comply properly.

5.11 The Supplier must provide a Certificate of Origin free of charge when requested to do so by AVBV.

Article 6 Packaging and shipment

6.1 The Supplier shall ensure that the Performances are properly packed and marked in accordance with statutory regulations and in accordance with AVBV's instructions, in order to ensure that they reach their destination in good and undamaged condition under normal transport conditions. If the Supplier fails to comply with this provision, the Supplier shall be liable in full for all damage caused as a consequence.

6.2 AVBV is entitled to return packaging or transport packaging to the Supplier, unless the Supplier has requested this be processed or destroyed at the Supplier's own expense and risk. Return packaging must be clearly marked as such by the Supplier and return shipment by AVBV will take place at the Supplier's expense and risk.

6.3 The Supplier must provide the Performance(s) with a clearly visible packing list and/or copy of the invoice, which shall always state at least the following: Supplier's name and address, AVBV's order number, article number and article description, the corresponding commodity codes as referred to in 4.3, manufacture, net weight, country of origin, invoice value of the shipment, the Supplier's Dutch VAT (*BTW*) number, statistical number, method of transport and delivery location. If the Supplier fails to comply with these instructions, AVBV shall be entitled to refuse delivery and AVBV shall not be obliged to make any payment.

6.4 The Supplier must take back any damaged Performance(s) free of charge within a period to be decided on later by AVBV, and arrange for urgent re-delivery at no cost.

Article 7 Ownership and risk transfer

7.1 Ownership of the Performance shall be transferred to AVBV at the time of delivery; the risk is transferred after approval as referred to in article 14.4. The Supplier's right to revindication and the possibility that the Supplier may create a retention of title are excluded.

7.2 In the event of delivery being postponed in accordance with the provisions of article 5.5, ownership shall be transferred to AVBV at the time when the Performance is put into storage.

7.3 In situations other than that described in 7.2, AVBV shall also be entitled to require that transfer of the ownership of the Performance and/or the designated materials and parts takes place at an earlier time. In that event, the Supplier shall recognizably mark the Performance(s) and/or the designated materials and parts as the property of AVBV and shall indemnify AVBV against loss, damage and the exercise of rights by third parties.

7.4 The risk for a shipment is not transferred to AVBV until it has been delivered and received and the consignment note has been signed. In the event that the parties have agreed on one or more acceptance tests, or an inspection, tests or examinations as referred to in article 14, and these take place after the time of delivery, the risk of the Performance is not transferred to AVBV until AVBV has approved or accepted the Performance as referred to in the second sentence of 14.6.

7.5 AVBV's acceptance and receipt of what has been delivered as referred to in the previous paragraphs by no means signifies a waiver of the right to complain at a later time and does not mean a waiver of the rights to which AVBV is entitled due to attributable or non-attributable shortcomings on the part of the Supplier.

7.6 In the event of payment being made in advance by AVBV, the ownership of the Performance(s) to be delivered, including the materials from which these are manufactured or including all raw materials and semi-finished products used by the Supplier in connection with the execution of the agreement is transferred in full to AVBV at the time when the payment in advance is made. As from the time at which

payment is made in advance, the Supplier shall hold the Performance with the corresponding items exclusively for AVBV, free of all duties and charges, and shall continue to be liable for correct delivery. In addition, the Supplier must take out adequate insurance for the Performance and the other corresponding items, store these separately for AVBV and must indemnify AVBV against loss, damage and any claims from third parties. When payment is being made in advance, AVBV is entitled to require the Supplier to provide a bank guarantee or other form of security.

7.7 In the event that AVBV trades in or returns the Performance to the Supplier, with or without fittings, the risk of the Performance shall be transferred to the Supplier at the time when it leaves the warehouse in which it was being stored.

7.8 Everything manufactured, developed or delivered by the Supplier on the instructions of AVBV, including: visual material, advertisements, drawings, lithos and models, as well as the intellectual property rights, related rights and rights for the protection of databases issuing therefrom, shall become the property of AVBV. If so required by law, the Supplier must cooperate free of charge with any necessary acts of transfer or establishment when requested to do so by AVBV.

Article 8 Resources and documents provided

8.1 Materials provided by AVBV or purchased or manufactured by the Supplier at the expense of AVBV, unused or unprocessed raw materials and auxiliary materials, software, drawings, models, instructions, specifications and other resources that are resources that are essential components in the use or (dis)mounting of the Performance, shall remain the property of AVBV or shall become the property of AVBV at the time of their purchase or manufacture.

8.2 The Supplier must mark the resources referred to in 8.1 as the recognizable property of AVBV, must keep the resources in good condition, not encumber them with any rights of third parties, and insure them and keep them insured against all risks, for as long as the Supplier has these resources in its keeping.

8.3 The resources shall be returned to or placed at the disposal of AVBV free of charge on the request of AVBV, or given back at the same time as the last delivery is made of the Performance to which the resources relate.

8.4 Resources used by the Supplier in the execution of the agreement shall be submitted to AVBV for approval on AVBV's request.

8.5 Changes to or departures from the resources made available or approved by AVBV are only allowed with the prior written permission of AVBV.

8.6 The Supplier shall not, without the prior written permission of AVBV, use the resources for or in connection with any other purpose than that of supplying AVBV.

8.7 When requested to do so by AVBV, the Supplier must inform AVBV of the quantity and quality of AVBV's resources in the Supplier's keeping by means of providing AVBV with a status overview.

8.8 AVBV shall be entitled to require the Supplier to sign a certificate of title or a loan agreement with regard to the resources. The Supplier shall cooperate free of charge and unconditionally in this respect, when requested to do so.

8.9 The Supplier must check the completeness and accuracy of specifications, drawings, the resources referred to in 8.1, and all other documentation that it has received from AVBV for the purposes of the execution of the agreement. The Supplier must inform AVBV in writing of possible inaccuracies or incompleteness therein no later than five days after receipt of the resources and documents referred to above. The Supplier shall submit proposals for improvements or amendments to the said resources and documentation to AVBV. These improvements or amendments shall become part of the agreement after their approval by AVBV.

8.10 If the Supplier does not inform AVBV in writing of its objections to the resources and documents referred to in 8.9 within the term stipulated in that paragraph, the Supplier shall be considered to have accepted the said resources and documentation and he shall not subsequently be able to invoke the inaccuracy or incompleteness thereof.

Article 9 Spare parts

9.1 If and to the extent that it is stipulated in the agreement that the Supplier must supply spare parts, these spare parts must meet the same quality standards as the original parts, so that the operation of the Performance previously supplied by the Supplier is guaranteed and maintained. It must be possible for spare parts to continue to be supplied/repaired for a period of no less than ten years after the delivery of the Performance.

9.2 If the production of spare parts is changed or halted, the Supplier must inform AVBV accordingly in writing as soon as possible, and never less than six months in advance.

Article 10 Approval, permission, competent authority

10.1 Approval or permission, as referred to in these General Terms and Conditions of Purchase, which is granted to the Supplier by AVBV with regard to any fact, does not discharge the Supplier from its obligations arising from the agreement.

10.2 The taking into or out of use of operational substances (such as gases, fluids, electricity) or any other AVBV facility is only permitted after prior written permission has been obtained from AVBV.

10.3 If the Supplier has to coordinate, inspect, notify, or contact enforcers, government authorities or other competent bodies in any other way concerning

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matters relating to the work being done by the Supplier or on its instructions, the Supplier must first discuss this with AVBV.

10.4 The provisions of 10.3 do not affect the Supplier's obligations subject to legislation and regulations.

Article 11 Changes

11.1 AVBV shall be entitled to request changes to the volume and/or the nature of the Performance to be supplied. This is done in writing by means of a purchase order. The required change(s) may result in additional or less work. In the case of less work, the price for the Performance shall be lowered proportionately.

11.2 If the Supplier believes that the requested change qualifies as additional work and has implications for the agreed price and/or delivery time, the Supplier shall inform AVBV accordingly before implementing the change and must do so in writing within three working days of receiving the request for a change. Work that could have been anticipated in advance cannot be charged as additional work. If AVBV is of the opinion that the implications for the price and/or delivery time are not in proportion to the change requested, AVBV shall be entitled to terminate the agreement by notifying the Supplier accordingly in writing. AVBV shall not be entitled to terminate the agreement if this is contrary to the principles of reasonableness and fairness. Termination on the grounds of this paragraph shall not entitle the Supplier to compensation for any loss.

11.3 The Supplier may not, without prior written permission from AVBV, implement or execute any changes to the volume, composition and/or nature of the Performance to be supplied, nor may it mount fittings or put on packaging. The Supplier shall be liable for the soundness of any changes implemented.

11.4 In the event of errors in or inconsistencies between components of the Performance or in the agreement, the Supplier must consult with AVBV on these matters before commencing execution, so that any necessary changes can be effected. The provisions of this article apply by analogy to the relevant changes.

Article 12 Payment

12.1 The Supplier must state at least the AVBV order number on the invoice. When requested to do so by AVBV, the supplier must also state on the invoice the cost centre, internal contact or other relevant information to be specified by AVBV. Invoices are sent exclusively for the attention of the Crediteurenadministratie (accounts payable department) at AVBV.

12.2 Payment shall be made 60 days after receipt of a correct invoice as referred to in 12.1, provided delivery has been received and approved by AVBV and all corresponding documentation, drawings, quality and guarantee certificates have also been received by AVBV, unless agreed otherwise in writing.

12.3 Before payment is effected, AVBV shall be entitled to request that, in addition to or instead of transfer of ownership, the Supplier arranges for an unconditional and irrevocable bank guarantee to be issued at the its expense by a banking institution acceptable to AVBV, as security for the Supplier's fulfilment of its obligations. The costs of the bank guarantee shall be at the Supplier's expense.

12.4 Payment by AVBV shall not imply a waiver of its rights in any manner whatsoever.

12.5 AVBV shall be entitled to set off amounts payable to the Supplier by AVBV against amounts payable to AVBV for any reason whatsoever by the Supplier or by companies/businesses that are part of the same concern as the Supplier. AVBV shall also be entitled to suspend its obligations if the Supplier fails to meet its obligations in any manner whatsoever, whether this is attributable or not, or in the event that AVBV has valid reasons for assuming that the Supplier will fail to meet its obligations or to meet them properly, whether this failure is attributable or not.

12.6 If Performance(s) are/have not been delivered on the agreed delivery date, within the agreed term, or to the agreed location while AVBV has already made advance payments, and if the Supplier is to blame for this, the Supplier shall, at AVBV's discretion, either owe at least the regular statutory interest on the advances paid for as long as the breach continues, or repay the advances received to AVBV.

12.7 In the event that AVBV fails, for any reason whatsoever, to comply with its payment obligations or fails to do so in full or on time, it must pay the regular statutory interest to the Supplier, instead of the statutory commercial interest rate.

12.8 If the Supplier submits an incorrect, incomplete, or otherwise inaccurate invoice to AVBV, or if the Supplier fails to meet its obligations to AVBV in any manner whatsoever, AVBV is under no obligation to pay any interest, collection charges or other costs.

12.9 In the event of inspection, examination and/or testing of the Performance in accordance with the provisions of article 14, no payment obligation will exist until AVBV has approved the Performance received, as is set out in the second sentence of 14.4.

Article 13 Quality and guarantees

13.1 The Supplier guarantees that the Performance supplied:

- a.) conforms to the agreement and possesses the properties that were promised and agreed, and which AVBV is entitled to expect;
- b.) is sound, free of defects, in accordance with the agreed specifications/documents supplied, suitable for the purpose for which it is intended and ready for use;

c.) is in compliance with and has been produced in accordance with the strictest statutory requirements and other government regulations (which are held to include European legislation and requirements, and local authority regulations), and with the most stringent requirements of the safety, environmental and quality standards and certification observed by the relevant branch of industry, all of these as they apply at the time when the Performance is delivered, and;

d.) is unencumbered and free of attachments and/or other rights and/or claims in the widest sense of the term.

13.2 If the Performance from the Supplier does not comply with the provisions of 13.1, the Supplier shall, at AVBV's discretion and on receipt of the first written notice from AVBV, repair or replace the Performance at its own expense, unless AVBV prefers to terminate the agreement in accordance with the provisions of article 19.2.

13.3 In urgent cases and if it can reasonably be assumed, after consultation with the Supplier, that the latter will not or can not arrange for repair or replacement, or do so promptly or properly, AVBV shall be entitled, at the Supplier's expense, to carry out repair or replacement itself or to outsource this to third parties. This does not discharge the Supplier from its obligations under the agreement.

13.4 In so far as the Supplier is able to claim under guarantees provided by its own suppliers or agents, the Supplier shall transfer these free of charge to AVBV when required to do so. This does not affect the Supplier's further liability.

13.5 A guarantee issued by or on behalf of the Supplier shall be extended by the period during which AVBV or its customer(s) have not put the relevant Performance into use, or have been unable to use the Performance due to one or more shortcomings therein.

13.6 Without prejudice to the other guarantee claims under the agreement, a minimum guarantee period of one year (commencing on the delivery date) shall apply to the repair free of charge of defects that occur within that period. A new guarantee period of one year shall incept after repair or replacement of the Performance.

13.7 If a Supplier believes at any time that AVBV is unable to claim under a guarantee, the burden of proof in this respect shall lie with the Supplier.

Article 14 Inspections and information

14.1 AVBV or a body/person appointed by AVBV may inspect, examine, test and/or carry out an acceptance test prior to, during or after the actual delivery of the Performance. Inspections are carried out in accordance with the procedures in force at AVBV for this purpose. A written protocol shall be prepared for every inspection.

14.2 In the situations referred to in 14.1, the Supplier shall permit access to the locations where the Performance is produced or is stored. Furthermore, the Supplier shall assist with the required inspections, examination and tests free of charge, and shall provide the required documentation and information at its own expense.

14.3 The costs of inspection, examination, tests and/or trials shall be at the Supplier's expense and shall be considered to be included in the price agreed on. In the event that the Performance is rejected wholly or in part by or on behalf of AVBV, all the costs of re-inspection, re-examination, re-testing and a new trial shall also be at the expense of the Supplier.

14.4 In the event that the Performance is rejected wholly or in part by inspection, examination, testing and/or trial, AVBV shall notify the Supplier or have the Supplier notified of this in writing as soon as possible, which notification must be considered to be a notice of default. In the event of the Performance being approved by AVBV after the acceptance test, inspection, examination, testing and/or trial, AVBV will also notify the Supplier of this in writing.

14.5 In the event of rejection of the Performance already or not yet delivered, the Supplier shall ensure it is repaired or replaced (at AVBV's discretion) within five working days or within a term to be agreed on between the parties. AVBV shall be entitled to have the repaired or replaced Performance inspected, examined, tested or tried-out again. AVBV shall be entitled to purchase the required Performance from a third party, or to take measures or have measures taken at the Supplier's expense and risk, if the latter fails to meet its obligations within the specified term. Alternatively, AVBV shall be entitled to cancel or terminate the agreement in accordance with the provisions of 19.2.

14.6 If the Performance does not comply with the provisions set out in 13.1, irrespective of the results of any inspection, examination, test and/or trial, all AVBV's rights in this respect shall remain unimpaired. Interim inspections, examinations, tests and/or trials or the absence of these shall also not affect any of AVBV's rights with regard to the Performance.

14.7 If the parties agree that inspections, examinations, tests and/or trials shall be carried out by an independent body, the results of these shall be binding on the parties. The same applies to re-inspections, re-examinations, re-testing and new trials.

14.8 Throughout the execution of an agreement the Supplier must, on AVBV's request, provide AVBV with information that will enable AVBV to assess the reliability of the Supplier's company in terms of safety, quality and delivery, price level and general status.

14.9 The Supplier shall cooperate free of charge with vendor ratings to be carried out by AVBV or by third parties on behalf of AVBV.

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Article 15 Confidentiality

15.1 The Supplier shall maintain strict confidentiality regarding all information relating to the execution of the agreement that it has received from or on behalf of AVBV or via third parties. Confidentiality regarding the information referred to in the previous sentence does not apply in the event that this information:

A: is already in the public domain;

B: came into the public domain after it was made available to the Supplier, unless this was the consequence of the Supplier's failure to comply with its obligations pursuant to this article, or;

C: was lawfully acquired by the Supplier, or the Supplier had lawfully become familiar with the information in question before this information/data was placed at the Supplier's disposal.

The Supplier shall not disclose the said information to third parties or bring it into the public domain without prior written permission from AVBV, unless the Supplier has a duty to do so pursuant to a statutory obligation or a court order. The Supplier's obligation to observe secrecy shall also apply to the contents of the agreement(s) to which these General Terms and Conditions of Purchase apply.

15.2 All information, documents and other corporate information made available to the Supplier by AVBV under the agreement shall remain the property of AVBV at all times and must be returned to AVBV on demand and no later than when delivery is made.

15.3 The Supplier is not permitted to publicize the execution of the agreement in any manner, or to maintain direct or indirect contact with customers or other business associates of AVBV, without prior written permission from AVBV.

15.4 The Supplier is not permitted to copy documents relating to the agreement, such as drawings, schedules and other corporate information, or to make these available to third parties for inspection, unless this is necessary within the context of the execution of the agreement and then only with the prior written permission of AVBV.

15.5 The Performance(s) created by joint development on the part of both AVBV and the Supplier may not be used for the Supplier's own purposes and/or those of third parties without prior written permission from AVBV.

15.6 The Supplier shall also impose the obligations referred to in this article on its employees and on third parties engaged.

15.7 In the event of a breach of one or more of the provisions of this article by the Supplier, AVBV shall be entitled to an immediately due and payable penalty of € 50,000.00 without prejudice to its right to full compensation. The penalty does not replace and will also not be used to reduce the compensation to which AVBV is entitled, nor does it affect AVBV's right to proper compliance with the agreement. The statutory commercial interest on penalties incurred is also immediately due and payable.

Article 16 Industrial and intellectual property rights

16.1 In the event that (intellectual) property rights to the Performance and/or everything related to this are vested in the Supplier or third parties, the Supplier must automatically and immediately grant AVBV a (sub-)licence for use with regard to these rights. This (sub-)licence must be non-exclusive, not subject to termination, indefinite and free of charge to AVBV. In addition, AVBV must have the right to resell to third parties the Performance delivered to it.

16.2 The Supplier guarantees that use (including resale) of the Performance it supplies and of the resources purchased or made for AVBV will be completely free and uninterrupted and that this use will not result in the infringement of any intellectual property rights or other rights vested in third parties. The Supplier shall indemnify AVBV against claims arising from any infringement of the rights referred to in the previous sentence and shall compensate AVBV for all loss that is the consequence of any infringement, explicitly including the full costs of legal assistance.

16.3 Contrary to the provisions of paragraph 1 of this article, all (intellectual) property rights to a Performance and/or related Performances specifically developed for AVBV shall be vested in AVBV. In the event that a further deed or another additional act of transfer or establishment is required for the transfer of these rights, the Supplier hereby irrevocably authorizes AVBV to draw up that deed and to co-sign it on the Supplier's behalf, or to effect any other further acts of transfer or establishment on behalf of the Supplier. In so far as necessary, the Supplier hereby also irrevocably authorizes AVBV to record the transfer of these rights in the designated registers. In so far as possible and permitted, the Supplier also hereby waives all personality rights to which it may be entitled. The Supplier guarantees that, in so far as these personality rights are vested in its employees or third parties it has engaged, the said employees or third parties shall waive these rights

16.4 In the event of infringement of the guarantees referred to in 16.2, or if AVBV is prohibited by the entitled third party, or on the basis of a court order, from continuing to use the Performance or from reselling it to third parties, the Supplier is obliged, at AVBV's discretion, as soon as possible and at its own expense:

A: to acquire for AVBV a right of use and/or (sub-)licence as referred to in 16.1;

B: to modify the relevant Performance or everything related to this in such a way that the rights of third parties are no longer being infringed;

C: to replace the relevant Performance or everything related to it with an equivalent Performance with at least the same functionality, quality and durability, which does not infringe the rights of third parties;

D: to take back the relevant Performance or everything related to this against restitution of all costs and surcharges paid for it, all of this without prejudice to the other rights to which AVBV is entitled on the grounds of the law, the agreement and these General Terms and Conditions of Purchase in the event of the Supplier failing to meet its obligations, including the right to terminate the agreement and the right to alternative or additional compensation.

16.5 The Supplier shall not use or disclose AVBV's name, trade name or logo, or the names of AVBV employees, or of third parties engaged by AVBV, unless AVBV has given written permission for this in advance.

Article 17 Transfer

17.1 The Supplier shall neither wholly nor partially transfer or outsource to third parties its rights and obligations by virtue of the agreement or these General Terms and Conditions of Purchase, without prior written permission from AVBV.

17.2 AVBV shall be entitled to attach conditions to the permission referred to in 17.1.

17.3 Granting permission for the outsourcing of obligations to third parties, as referred to in the previous paragraphs, whether subject to conditions or not, does not discharge the Supplier from its liability for compliance with the obligations arising from the agreement. The Supplier shall be equally liable for the acts or omissions of the third party as if these were its own acts or omissions.

17.4 In the event that AVBV has granted permission for the transfer of rights or obligations to a third party, the Supplier shall be responsible and liable for careful and adequate transfer to the third party, which must not cause delay or any other inconvenience or nuisance to AVBV.

Article 18 Liability

18.1 The Supplier shall indemnify AVBV against claims by third parties (including staff and employees of AVBV) for compensation for loss as a consequence of the Supplier's failure to comply with contractual or legal obligations. All costs incurred by AVBV in connection with legal and/or arbitration proceedings conducted in this context shall be at the expense of the Supplier.

18.2 The Supplier shall be liable to AVBV for all loss (both direct and indirect) that is due to a defect in the Performance or that occurs during execution of the agreement. The Supplier shall also be liable for all loss caused by its acts or omissions, including the acts and omissions of its employees or third parties it has engaged in connection with the execution of the agreement, or for loss caused by items or resources used in execution of the agreement.

18.3 In the event of an attributable failure on the part of the Supplier, the Supplier shall be in default without notice of default being required. If this situation arises, the Supplier shall be fully liable without any limitations. AVBV is entitled to claim compliance and/or to invoke the legal consequences ensuing from the default, including the right to compensation.

18.4 The Supplier shall take out adequate insurance against the liability referred to in this article and shall, if required, allow AVBV to inspect the policy and the proofs of payment for the premiums payable. The Supplier shall transfer any claims on the insurer to AVBV when required to do so by AVBV, or will give these to AVBV as security. The Supplier's liability is not limited to the amount that the insurer pays out pursuant to the aforementioned policy.

18.5 When more than one Supplier is involved, they shall each be jointly and severally liable for obligations pursuant to the agreement.

18.6 AVBV shall not be liable for loss suffered by the Supplier and its personnel and by the third parties engaged by the Supplier and their personnel, unless the loss is due to deliberate intent and gross negligence on the part of AVBV or executive staff who are part of its corporate management.

18.7 Any claims for compensation against AVBV shall expire after one year commencing from the time when the Supplier became aware of the legal fact that is the basis for the purported claim for compensation, or from the time that he should, within reason, have been or could have been aware of this fact.

Article 19 Cancellation, termination and force majeure

19.1 AVBV shall, at all times, be entitled to cancel the agreement before the end of its term by means of written notification to the Supplier and subject to three months' notice, without becoming liable to pay compensation to the Supplier. The Supplier shall halt execution of the agreement immediately after receipt of the said written notification.

19.2 Should the Supplier fail to meet one or more of its obligations pursuant to these General Terms and Conditions of Purchase, the agreement or other agreements arising from this, or to do so promptly and properly, it shall be immediately in default without further notice of default being required. In that event, AVBV shall be entitled:

- to unilaterally terminate the agreement wholly or in part with immediate effect and without judicial intervention, by means of written notification to the Supplier and/or;
- to suspend the payment obligations and/or;
- to assign third parties to execute the agreement wholly or in part;

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all of this without AVBV being obliged to pay any compensation and without prejudice to AVBV's other rights, such as the right to compensation in full, restitution of payments already made, and the right of return of everything AVBV has issued or made available to the Supplier.

19.3 AVBV shall also have the rights referred to in 19.2 in the event of the Supplier being affected by one of the following circumstances: bankruptcy; suspension of payments; a statutory debt restructuring scheme for natural persons (WSNP) being declared applicable; prejudgment or executory seizure; placement under guardianship; shutdown; liquidation; cessation of business operations; takeover, merger or any similar situation at the company; or if the company's objectives change or an important change takes place in the authority or control over the company.

19.4 All claims that AVBV might have or acquire against the Supplier in the event of termination on the grounds of this article shall become immediately due and payable in full.

19.5 If the Supplier invokes a non-attributable failure (force majeure), AVBV shall be entitled to terminate the agreement in accordance with the provisions of article 19.2. Force majeure on the part of the Supplier shall not include the following: shortage of personnel; strikes; illness; drop-out or replacement of personnel; power failure; defects in computers, computer equipment or software in the widest sense of the term; delayed delivery of items; standstills at subcontractors or third parties contracted in the widest sense of the term; traffic jams; defects in execution by third parties; liquidity problems; bad weather; natural disasters; potential inconvenience or nuisance due to work being done in the vicinity by AVBV or third parties; as well as all other risks and circumstances that are wholly or in part within the Supplier's control according to public opinion or prevailing jurisprudence. If the Supplier invokes force majeure, it must notify AVBV accordingly as soon as possible and make the required evidence immediately available to AVBV.

19.6 AVBV may, without prejudice to all its other rights, terminate the agreement wholly or in part in accordance with 19.2, if the Supplier, one of its subordinates, or third parties it has engaged offers, provides, or has offered or provided any benefit to a person who is part of AVBV. In that event, AVBV is also entitled to compensation and the Supplier must pay a contractual penalty as set out in 15.7.

19.7 Obligations that, by their nature, are also intended to endure after termination of the agreement, shall remain in full force after termination. These shall always include (but are not limited to): indemnification, confidentiality and the provisions of article 20.

Article 20 Applicable law, disputes and translation

20.1 These General Terms and Conditions of Purchase, the agreement and all ensuing and related agreements shall be exclusively governed by the law of the Netherlands to the exclusion of the Vienna Sales Convention (CISG).

20.2 All disputes (including any disagreement which only one party considers to be a dispute) that arise in connection with these General Terms and Conditions of Purchase, the agreement or any ensuing agreements between the parties, shall be settled exclusively by the competent court in the district where AVBV has its place of business.

20.3 In the event of a conflict between the Dutch text of these General Terms and Conditions of Purchase and the text of these in a different language, the Dutch text shall be binding.

Article 21 Personnel and third parties

21.1 Personnel employed by the Supplier or by third parties engaged by the Supplier must meet the general requirements of professional competence and expertise (and the specific requirements for the production of the Performance), in which context AVBV may declare possession of a VCA or SCC certificate or the equivalent to be obligatory.

21.2 If personnel is insufficiently qualified in the opinion of AVBV, or if AVBV believes that the conduct of personnel or the work they have done is such as to constitute a reason for AVBV to do so, the Supplier shall immediately halt the deployment of the relevant personnel or third party on AVBV's request and arrange for their replacement, subject to the provisions of 21.1, without AVBV becoming liable in any way for payment of compensation to the Supplier or third parties.

21.3 The Supplier shall arrange for accommodation for its personnel at its own expense.

21.4 AVBV shall be entitled to require that the Supplier's personnel (including subcontractors) provide identification, and the Supplier must also submit a list of all personnel, including subcontractors, when requested to do so by AVBV. This list must always state the Citizen Service Numbers (BSN) of the relevant personnel.

21.5 The Supplier shall ensure that all employees present on AVBV sites for or on behalf of the Supplier have a correct (work) permit if required, and the relevant employees must also have valid identity documents. If an employee has no command of Dutch, German or English, the Supplier shall ensure, at its own expense, that an interpreter is present on-site while the work is being done.

21.6 It is not permitted for children (aged less than 16 years) to be employed on AVBV sites. Young persons (aged 16 and 17 years) may only be employed at locations for which prior written consent has been given by the AVBV safety officer

or his replacement and where at least the relevant statutory provisions are complied with.

21.7 Personnel employed by or on behalf of the Supplier have an obligation to wear personal protective equipment (PPE) while working at and/or when present at locations for which PPE has been stipulated by AVBV. The AVBV sanctions policy on PPE shall apply when non-compliance with the obligation to wear PPE is discovered. The AVBV sanction policy on PPE can be found at: http://www.apollovredestein.nl/sitefiles/Safety_Regulations.pdf and the Supplier can be provided with this in writing on request. The obligations in force and the sanctions policy on non-compliance shall be communicated to the Supplier's executive personnel and/or employees on commencement of the work..

21.8 AVBV is entitled, without stating its reasons, to require that the Supplier first introduces a particular employee or third party to AVBV for its approval, or to require a certificate of good conduct as referred to in the Judicial Records and Certificates of Good Conduct Act (NL) for either the Supplier itself or the employees deployed to AVBV by or on behalf of the Supplier. This certificate must not be older than six months. The relevant certificates shall remain in the Supplier's keeping.

21.9 The Supplier undertakes to issue instructions or orders to its personnel or to third parties it has engaged to abide by the working hours, rules of conduct, protocols, etc. (in the widest sense of the term) in force at AVBV.

21.10 In the event of the permanent or temporary absence of personnel employed by the Supplier or third parties it has engaged, it shall be the Supplier's responsibility to arrange for prompt and reliable replacements, in which case the replacements must be at least the equivalent of their predecessors in terms of educational level and work experience.

21.11 The Supplier shall indemnify AVBV for any loss it sustains due to the fact that the Supplier is using or has used personnel that is not in possession of the required or valid permits.

Article 22 Vicarious tax liability and Supplier's liability

22.1 The Supplier guarantees that it meets all his obligations under tax law and social insurance law in the widest sense of the term promptly and in full, and shall continue to do so.

22.2 When required to do so by AVBV, the Supplier shall lend its full cooperation free of charge in allowing inspection of and providing sufficient transparency regarding its records and/or the (work) permits issued to it, and shall render account for its prompt and full compliance with the obligations referred to in article 22.1, such as the payment of income tax and national insurance contributions that are owed, specifically in the case of the employees and agents it has engaged.

22.3 In the event that AVBV is held accountable by third parties for compliance with the Supplier's obligations as referred to in article 22.1, the Supplier must cooperate in full and free of charge with supplying proof that AVBV has not failed (imputably) in this respect, in addition to providing the indemnification referred to in article 18.1. AVBV shall be entitled at all times to deduct from the contract price the amounts referred to in 22.1 for social insurance contributions, Dutch VAT (BTW) and income tax, including national insurance contributions for which the Supplier is liable by law, and to pay these directly to the relevant UWV employee insurance agency on behalf of the Supplier, or to other bodies (outside the Netherlands) or the collector of direct taxes.

22.4 AVBV shall also be entitled, without prejudice to its statutory possibilities for netting, to set off one or more (recourse) claims against the Supplier, which may or may not arise from the obligations referred to in 22.1, against any claim that the Supplier has against AVBV, irrespective of whether or not the relevant claim by AVBV is due and payable or is eligible for settlement.

22.5 AVBV shall also have the right at all times to pay to the Supplier the employed person's insurance contributions, BTW and income tax payable by the Supplier in connection with the work done, including national insurance contributions and including all moneys for which AVBV could be jointly and severally liable as a self-employed contractor pursuant to the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (NL), by transferring these payments to the Supplier's blocked account in the sense of the said Act.

22.6 The above paragraphs of this Article shall also be applicable in the event that the Supplier supplies workers to AVBV for the execution of work under the supervision and for the responsibility of AVBV.

22.7 In so far as the Supplier is a self-employed worker without employees (ZZP), he must, should AVBV so require, submit a valid Verklaring Arbeidsrelatie (Declaration of Income Tax Status; VAR) from the tax authorities to the effect that these authorities regard the Supplier as a self-employed person for the purposes of tax legislation and employee insurance premiums and that AVBV does not, therefore have to deduct and pay income tax and employee insurance premiums from the amounts to be paid to the Supplier. The Supplier guarantees that the work specified in the VAR is consistent with the Performance to be supplied on the grounds of the agreement. If there is a change in the facts and circumstances on the basis of which the VAR was issued, and/or the VAR becomes invalid or is amended, the Supplier must notify AVBV of this in writing, without delay. If the period of the agreement is longer than the calendar year in which it was concluded, the Supplier must provide AVBV with a new VAR for the following calendar year. The agreement with the

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Supplier is entered into subject to the suspensive provision that the Supplier submits a valid VAR within two weeks of the formation of the agreement.

22.8 AVBV shall be entitled at all times to request the Supplier to provide proofs of payment to enable AVBV to verify whether the Supplier has complied with the payment obligations referred to in this article. If proof is not provided, or if it is clear that the Supplier has failed in any way to meet its payment obligations or its obligation to file a tax return, AVBV shall be entitled to suspend its payment obligations indefinitely, irrespective of the extent of those obligations.

Chapter II Contracting work, hiring personnel and performing services

Article 23 Applicability and definitions

23.1 The terms and conditions set out in Chapter II shall apply to all agreements regarding which AVBV acts as the client for the effecting of services, the execution of orders or the realization of a work of a tangible nature by the Supplier, in combination or not with the delivery of items and with agreements concerning the hiring of personnel.

23.2 The terms and conditions set out in Chapter 1 shall also apply to the agreements referred to in 23.1, in so far as the said terms and conditions are not departed from explicitly and in writing in Chapter II or otherwise, or due to the nature of the articles contained in Chapter II.

23.3 Materials: things that are processed in the objects of a tangible nature to be realized, with the exception of the tools and/or Equipment to be used.

23.4 Equipment: all vehicles, implements, cranes, scaffolding and/or components thereof, consumer goods, etc. used by the Supplier in the execution of the agreement, but with the exception of the Materials.

Article 24 Regulations

24.1 Prior to commencement of the execution of the agreement, the Supplier, its personnel and its sub-contractors must acquaint themselves promptly and adequately with conditions at the AVBV sites where the Performance must be effected and with the contents of the regulations that apply on-site. These include, but not exclusively, the relevant information on:

- the ARBO legislation (Netherlands Occupational Health and Safety legislation) ;
- environmental legislation;
- safety regulations;
- security regulations;
- Corporate Social Responsibility policy.

24.2 In the event that the Supplier, its personnel or its sub-contractors violate the legislation and/or regulations referred to in 24.1, AVBV shall be entitled:

- to deny access to the location to the person or persons involved, with immediate effect and indefinitely;
- to suspend execution of the work with immediate effect and indefinitely; unless AVBV prefers to terminate the agreement in accordance with the provisions of article 19.

Article 25 Preparation and execution

25.1 The Supplier guarantees that the Performance shall be prepared and executed in accordance with the general requirements of professional competence and expertise, in conformity with the agreement and all corresponding regulations and documents, and according to the directions and instructions issued by AVBV, to the effect that the work produces the agreed result.

25.2 The Supplier must submit a detailed time schedule for execution of the work to AVBV within one week of concluding the agreement. After they have been approved by AVBV, the dates, milestones and suchlike included in the schedule shall be final deadlines and binding on the Supplier.

25.3 The time schedule referred to in 25.2 must be approved by AVBV and will form part of the agreement after its approval in writing. Approval by AVBV does not affect the Supplier's responsibility for the accuracy and feasibility of the time schedule.

25.4 Without prejudice to the provisions of article 26, the Supplier must submit a progress report in writing to AVBV for each period specified by AVBV and the Supplier shall continually keep AVBV informed in writing on the achievement or non-achievement of the milestones in the execution of the work as specified in the time schedule.

25.5 Unless agreed otherwise in writing, the Supplier must arrange, at its expense, for the application for, receipt of and compliance with licences, exemptions and other documents issued by the authorities and that are necessary for execution of the agreement. In so far as AVBV itself has to apply for licences, exemptions, subsidies, etc. or to do so in its own name, the Supplier will advise AVBV accordingly as soon as possible, but not later than ten days after the formation of the agreement.

25.6 If and in so far as the agreement includes the mounting and processing of the Performance(s) or other things supplied by or on behalf of third parties, AVBV will hand these over to the Supplier at the location. These items will be at the Supplier's risk as from the time of their handover. A list containing descriptions of these things shall be drawn up by AVBV and signed by both parties as correct.

25.7 If, in AVBV's opinion, the execution of the agreement does not comply with the provisions of 25.1 the Supplier shall, on AVBV's demand, repair or do the work or

part of it again at its own expense and with due observance of the provisions of 25.1, unless AVBV prefers to terminate the agreement in accordance with the provisions of article 19. Additional work shall only qualify for payment by AVBV, if the relevant instructions have been issued in writing by means of a purchase order from AVBV.

25.8 If additional work affects the agreed delivery term in the Supplier's opinion, the Supplier must inform AVBV accordingly in writing. The parties must subsequently consult together as soon as possible about the possible delay in the delivery term and the implications this will have for the penalty that may have been agreed to apply in the event of late delivery. This does not affect the claims that AVBV has against the Supplier regarding the said contractual penalties.

25.9 Third parties (such as sub-contractors and the like) may only be engaged for execution of the agreement with prior written permission from AVBV.

25.10 The Supplier must arrange for the effective coordination of the work and deliveries from third parties involved in the execution of the agreement.

25.11 The Supplier must leave the workplace in a clean and orderly state, including the removal of residual materials and packaging, every day and after the work has been completed. This will be assessed by AVBV.

25.12 If applicable, the Supplier must have a valid certificate of registration with the UUV employee insurance agency and a licence to establish a business, and must present these documents to AVBV when required to do so.

Article 26 Standstill

26.1 If it is to be expected that execution of the agreement will not proceed or will not be completed according to schedule, the Supplier must inform AVBV of this in writing as soon as possible and must submit proposals to AVBV on its own initiative to prevent or limit the standstill.

26.2 In urgent cases and if it must reasonably be assumed after consultation with the Supplier that the Supplier will not or will not be able to fulfil the obligation set out in 26.1 within the specified term, AVBV shall be entitled to call in third parties at the Supplier's expense, to prevent or limit the standstill. This does not discharge the Supplier from its obligations pursuant to the agreement. In addition, AVBV retains its claims against the Supplier due to its imputable or non-imputable failure to meet its obligations.

Article 27 Prices, rates, invoices, payment

27.1 Additional and/or different work may not be carried out before AVBV has issued written instructions for this to the Supplier in advance. Additional work shall only qualify for payment by AVBV, if the instructions for this have been issued in writing by AVBV in advance.

27.2 Travel and subsistence expenses and travelling time shall only be paid by AVBV, if and in so far as this has been agreed in writing with the Supplier in advance.

27.3 The Supplier shall not be entitled to adjust the price of its own accord, if incorrect information supplied by or on behalf of AVBV results in increased costs.

27.4 Invoices stating the order number, line number and name of the contact at AVBV shall be submitted every month in arrears, subject to the submission of documents that specify the costs in categories designated in the agreement.

27.5 Payment shall be effected after approval of the progress made with the (relevant part of the) work, all of this subject to the conditions referred to in article 12.

27.6 Partial invoicing of contract prices shall only take place if this has been explicitly agreed in advance with AVBV in writing and the conditions specified for release of the relevant partial payment(s) have been met.

Article 28 Verification

28.1 The Supplier must keep records relating to the execution of the agreement that are such that the costs incurred and the obligations entered into shall always be immediately apparent.

28.2 AVBV shall be entitled to enter the Supplier's place of business at any time, to inspect the Supplier's records and to consult with the Supplier's personnel, and to do all of this if and in so far as it relates to the agreement or the work.

28.3 When required to do so by AVBV, the Supplier shall provide AVBV, free of charge, with copies of documents relating to the agreement or the work.

Article 29 Personnel and third parties engaged

29.1 Apart from the provisions of 21.2, the Supplier shall temporarily or permanently replace personnel or third parties that it has engaged for longer deployment to AVBV as little as possible, and certainly not without prior permission from AVBV. The new personnel or third party engaged must have at least the same knowledge and experience as the personnel or third party being replaced.

29.2 In the event of personnel or third parties engaged as referred to in 29.1 being replaced temporarily or permanently, the Supplier shall remain exclusively responsible for the correct and prompt execution of the agreement. Such replacement shall never constitute force majeure (see 19.5) and shall not lead to extra costs for AVBV.

Article 30 Materials, tools

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30.1 The Supplier shall at its expense provide Materials, personal protective equipment (PPE) and tools and Equipment that meet all statutory requirements and other government regulations.

30.2 AVBV shall be entitled to inspect all Materials, tools and Equipment to be used by the Supplier in the execution of the agreement.

30.3 If AVBV rejects any Materials, Equipment and/or tools from the Supplier wholly or in part, the Supplier must immediately replace the rejected Materials, Equipment and tools, with due observance of the provisions of 30.1, without AVBV becoming liable to pay compensation to the Supplier in any way.

30.4 The Supplier must arrange for storage space for Materials, Equipment and tools at its own expense and risk. The storage space shall also remain at the Supplier's expense and risk in the event that AVBV makes space available to the Supplier for this purpose.

Article 31 Testing

31.1 When the result of the execution of the agreement or an agreed part thereof is ready for commissioning, a functional test will be carried out.

31.2 The functional test referred to in 31.1 shall be carried out by the Supplier or by an expert to be appointed by AVBV, in the presence of AVBV or persons or bodies appointed by AVBV.

31.3 Testing shall be carried out in accordance with the procedures applicable at AVBV.

Article 32 Completion

32.1 When all conditions specified in the agreement for this purpose have been met, the Supplier shall apply in writing to AVBV with a request for completion of the work.

32.2 Completion shall take place if all conditions specified in the agreement for this purpose have been met to AVBV's satisfaction.

32.3 Completion takes place by means of a joint inspection of the work, which inspection shall take place as soon as possible after the request referred to in 32.1.

32.4 AVBV shall, if applicable, send a report of the completion inspection to the Supplier as quickly as possible. The report shall always state whether AVBV has approved the work in accordance with 32.2. Should this not be the case, the report shall also state what work still has to be done by the Supplier within a reasonable term in order to achieve completion of the result of the work. The day of completion is held to be the day on which AVBV unconditionally approves the result of the work.

32.5 At the time of the practical completion the Supplier must hand over single copies of the (draft) as-built drawings, operating instructions, etc. to AVBV free of charge. The (draft) revisions must be approved by AVBV and altered by the Supplier, if necessary. If draft as-built drawings are submitted, the final as-built drawings must be handed over in triplicate to AVBV free of charge, no later than four weeks after the practical completion. In addition, information, revision(s) or drawings that are available in digital form must also be provided in digital form by the Supplier free of charge and in the format of the drawing software in use at AVBV.

Article 33 Emergencies

33.1 In the event of an emergency, the Supplier must adhere and conform to the contingency/emergency plan prepared by AVBV. This plan shall prevail over that of the Supplier.

33.2 The Supplier undertakes to use the dedicated communications channels set up by AVBV for communications with third parties about and during an emergency. The Supplier shall also impose this obligation on the third parties it has engaged.

Article 34 Integrity

Persons employed by the Supplier or third parties it has engaged are not permitted to take away or use property owned by AVBV without having obtained written permission from the Board of Management of AVBV. Conditions, such as the conclusion of a loan agreement, may be attached to this permission.

Chapter III ICT Performance

Article 35 Applicability and definitions

35.1 The terms and conditions set out in Chapter III shall apply to all ICT Agreements.

35.2 The terms and conditions set out in Chapters I and II shall also apply to the ICT Agreements, in so far as these terms and conditions are not departed from explicitly and in writing or due to the nature of the articles in Chapter III, or otherwise.

35.3 ICT Agreement: the agreement subject to which AVBV acts as the client for the delivery or execution of an ICT Performance.

35.4 ICT Performance: Performance in the field of information and communication technology (ICT) offered, to be supplied or delivered by the Supplier, including (but not confined to) the delivery, installation, implementation, conversion, maintenance, repair, manufacture of or provision of advice on (components of) software, system software, hardware (including items in which software is an important component), IT or ICT systems, also including all corresponding Materials, resources, replacement or spare parts, documentation, licences issued, intellectual property rights or any other rights, as well as the maintenance and hosting of networks and

websites, the supply of telecom services, the registration of domain names and the design of websites and website applications.

35.5 Defect(s): every actual and legal shortcoming relating to the ICT Performance, including at least (but not confined to): non-compliance or incomplete compliance of the ICT Performance with the agreed specifications, malfunctions and the inadequate functioning of the ICT Performance in any other way.

Article 36 Quality and guarantees

36.1 In addition to the provisions of article 13, the Supplier guarantees:

- that the ICT Performance will meet the requirements referred to in this article, also in situations of peak load;

- that the ICT Performance is and will remain efficient, coherent, consistent and sound;

- that the ICT Performance is and will remain fully compatible, or can be used directly for the purpose envisaged by AVBV without modifications, all of this in combination with the existing ICT environment or infrastructure at AVBV;

- that the ICT Performance contains no other security measures, functions or alien elements (for example, but not confined to: logic bombs, viruses, worms, hidden keys, Trojan horses, or other threats or infections) than those described in the corresponding documents;

- that the ICT Performance will be developed further and that new upgrades and updates will be released regularly;

- that for a minimum period after formation of the agreement (this period to be agreed between the parties), the Supplier will be able for a reasonable or competitive price to continue supplying AVBV with equivalent, exchangeable and functionally similar parts, components and extensions, such as those that are available or announced at the time when the agreement was concluded.

36.2 AVBV is entitled, but is not under any obligation, to use updates or upgrades of the ICT Performance.

36.3 The Supplier guarantees that the quality and the capacities of the third parties it has engaged are at least equivalent to the Supplier's own.

36.4 The Supplier guarantees that it will also comply with all other guarantees and obligations (including those that generally apply in its sector) that must be observed by a similar supplier acting reasonably, carefully and competently.

36.5 The Supplier must repair Defects affecting the ICT Performance that have become manifest within a period of twelve months after acceptance as referred to in 39.7 and shall do so free of charge and as soon as possible, but within a term of no longer than two weeks after AVBV has reported the Defect to the Supplier. In so far as the guarantee period observed by the Supplier is longer than the aforesaid term of twelve months, the longer term shall apply.

36.6 The guarantee claims that AVBV has pursuant to these Conditions or on the grounds of the agreement, do not in any way affect AVBV's other rights in the case of default on the part of the Supplier.

36.7 In the event that ICT Performances are repaired or replaced pursuant to a guarantee claim, a new guarantee term as referred to in 36.5 shall apply to the ICT Performance replaced or repaired and shall incept on the first day after the repair or replacement has been effected.

36.8 In the event that the Supplier fails to fulfil its obligations under the guarantee or to do so properly, AVBV shall be entitled, at the Supplier's expense and without notice of default being required, to repair the Defects itself or to have these repaired by a third party, all of this without prejudice to the other rights of AVBV in that case. The Supplier shall then provide all the cooperation required to this end.

36.9 In the event that the ICT Performance has to be modified on the grounds of new or amended legislation and regulations (in the widest sense of the term), the Supplier must bring this to AVBV's attention as soon as possible and the Supplier hereby states that it is prepared to implement these modifications for a reasonable or competitive price, should this situation arise.

Article 37 Documentation

37.1 Before or no later than at the time at which the ICT Performance is delivered, the Supplier shall supply AVBV, free of charge, with all the available documentation relating to the ICT Performance (including at least, but not confined to: digitized or non-digitized manuals, help functions, wizards, technical or functional descriptions and specifications). The Supplier shall ensure that a sufficient number of copies of the documentation is provided.

37.2 The Supplier shall make the documentation referred to in 37.1 available to AVBV in Dutch or English, as required by AVBV.

37.3 The documentation referred to in 37.1 shall provide an accurate, complete and detailed description of the ICT Performance, its functions and limitations. This documentation shall enable AVBV to test the ICT Performance or to have it tested, to maintain it and to use the ICT Performance in a simple manner.

37.4 The Supplier shall, at its own expense, replace or amend the documentation referred to in 37.1 and delivered by the Supplier, should it become clear at any time that the said documentation is inadequate, incorrect, outdated, unclear or incomplete.

Article 38 Delivery, implementation, installation and operational test

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38.1 Delivery, implementation or installation of the ICT Performance and the carrying out of the operational test shall take place in accordance with the applicable time schedule based on the ICT Agreement, or promptly at the agreed location and time on the agreed date. The time schedule and/or the agreed date and time are final deadlines which are solely intended to have the power and effect of a notice of default. If the Supplier fails to meet these deadlines it shall immediately be in default.

38.2 The Supplier shall tailor the implementation and installation of the ICT Performance as well and as completely as possible to the ICT environment and existing infrastructure already present at AVBV.

38.3 The Supplier shall always complete the implementation and installation of the ICT Performance with an internal operational test. AVBV shall receive a written report on the test results from the Supplier within 7 days after the operational test, or within a different period to be specified by AVBV. The operational test is, however, only intended for the Supplier itself to establish and check whether the ICT Performance meets all the requirements and regulations pursuant to these Conditions and the ICT Agreement, including all technical and functional specifications agreed on.

38.4 In the event that the Supplier discovers any Defects during or after the operational test, the Supplier shall remedy these as quickly as possible, but no later than 14 days after execution of the operational test, or within a different period as specified by AVBV. After the Defects have been remedied, the Supplier shall carry out a new and second operational test, the results of which will also be reported as referred to in 38.3.

38.5 If it emerges from the second operational test or from the report as referred to in 38.4 that the Defects have not yet been remedied or that new Defects have been identified, the Supplier shall have failed to fulfil its delivery, implementation and installation obligations as from that time. In that situation, AVBV is no longer obliged to cooperate with the acceptance of the ICT Performance or the acceptance test for this purpose and shall be entitled to terminate the ICT Agreement as referred to in 19.2, without notice of default being required. Instead of terminating the agreement, AVBV shall be entitled to require a third operational test or additional operational tests and repair in accordance with the provisions of 38.4, without prejudice to AVBV's other rights on account of the previous default as referred to in the first sentence.

38.6 The Supplier may derive no rights with respect to AVBV from the operational test(s) it has carried out or the test results, and also not on the grounds of the relevant test reports issued as referred to in 38.3 and 38.4.

Article 39 Acceptance of ICT Performance

39.1 After the operational test(s) has (have) taken place, the test report(s) referred to 38.3 and/or 38.4 has (have) been issued and all Defects identified in the operational test phase have been remedied, the Supplier shall offer an acceptance test for AVBV's benefit within fourteen days at the latest and at the Supplier's expense. The acceptance test involves all components of the ICT Performance.

39.2 AVBV shall be entitled, but not obliged, to be assisted by an expert during the acceptance test, and the Supplier shall also be entitled to be present while the acceptance test is being carried out.

39.3 After the acceptance test has been completed, AVBV shall prepare a report describing its findings and any Defects discovered. The Supplier must (co-)sign this report and shall also be entitled to add any comments it may have.

39.4 In the event that the Supplier (co-)signs the report referred to in 39.3, without making any comments or response regarding the Defects identified, this report will constitute conclusive evidence of the Defects described therein, of any other agreements made therein and of any undertakings given by the Supplier.

39.5 For as long as the Supplier does not (co-)sign the report referred to in 39.3, AVBV shall not or can not be obliged to accept or approve the ICT Performance, which will remain at the expense and risk of the Supplier as stipulated in 7.4, even if or after those Defects have been remedied.

39.6 With regard to any Defects that were discovered during or after the acceptance test, AVBV shall be entitled to require compliance in accordance with the provisions of 38.4 and the provisions of 38.5 shall apply by analogy.

39.7 AVBV shall not have accepted the ICT Performance until such time as it shall have notified the Supplier of its acceptance, unambiguously, unconditionally and in writing.

39.8 For as long as acceptance as referred to in 39.7 has not taken place, the ICT Performance shall remain at the expense and risk of the Supplier.

39.9 The guarantee period referred to in 36.5 shall not commence earlier than on the first day following the day on which AVBV sends the notification referred to in 39.7 to the Supplier.

Article 40 Intellectual property rights and other rights

40.1 All intellectual property rights and any other (similar) rights relating to the ICT Performance (including the software, the source code, and the Materials and documents required for its use) that may or shall be exercised wherever and whenever required, are vested in:

A: AVBV in the event the relevant ICT Performance has been or is being developed, designed or manufactured specifically for AVBV, or has been developed or is being

constructed under its direction or supervision, or on the basis of its designs or instructions. In so far as necessary, these rights shall be immediately and unconditionally transferred by the Supplier pursuant to the ICT Agreement, which transfer is hereby accepted by AVBV. The provisions of 16.3 shall apply by analogy; B: The Supplier or a third party in all cases other than those referred to under A. In that event the Supplier shall, of its own accord, immediately and free of charge, grant a non-exclusive and non-cancellable (sub-)licence for use for an indefinite period, which must be at least long enough to permit prompt and adequate compliance with the obligations pursuant to these Conditions or the ICT Agreement.

40.2 The transfer to AVBV of the rights referred to under A of paragraph 40.1 shall be effected by the signing of the ICT Agreement. In the event that a further deed or another, additional act of transfer or establishment is required for this transfer of rights, the Supplier hereby irrevocably authorizes AVBV to prepare that deed and to co-sign it on the Supplier's behalf as well, or to effect any other acts of transfer or establishment on the Supplier's behalf. In so far as necessary, the Supplier hereby also irrevocably authorizes AVBV to record the transfer of these rights in the designated registers.

40.3 The authorization referred to in 40.2 does not affect the Supplier's obligation to cooperate free of charge with the transfer referred to therein when required to do so by AVBV, without being able to stipulate any further conditions.

40.4 In so far as the rights referred to in 40.1 are vested in AVBV as referred to under A, the Supplier must make the source code for the ICT Performance available to AVBV free of charge, no later than at the time of delivery or acceptance as referred to in 39.7. The Supplier may not keep any back-ups of the source code and may not use the source code for any purposes other than those of the ICT Performance or the ICT Agreement on the grounds of which the source code was produced.

40.5 In so far as changes in the ICT Performance lead to changes in the source code, the provisions of 40.4 shall apply by analogy to the changed source code.

40.6 In so far as the rights referred to in 40.1 are vested in the Supplier as referred to under B, the Supplier must, when required to do so by AVBV, cooperate free of charge with the conclusion of an escrow agreement for the source code of the ICT Performance (of for changes in the source code in the event that the ICT Performance changes) with an escrow agent to be appointed by AVBV, subject to written conditions to be agreed on.

40.7 AVBV shall be entitled to make some back-ups of the software supplied by the Supplier. Should AVBV be unable to do so, for any reason whatsoever, the Supplier shall provide AVBV with some back-ups free of charge.

40.8 In so far as the rights referred to in 40.1 are not vested in the Supplier as referred to under B, the Supplier shall notify AVBV accordingly in writing as soon as possible, or in good time before the conclusion of the ICT Agreement. The Supplier guarantees that it has obtained authorization from the entitled party or parties to issue the (sub-)licences for use as referred to in 40.1 under B, and is also authorized to maintain and to modify the ICT Performance for AVBV.

40.9 The transfer of any right to AVBV or of licences for use granted to AVBV pursuant to this article shall remain in force after termination or dissolution of the ICT Agreement and shall not constitute the object of any obligation on AVBV to nullify. The provisions of article 16 shall also remain in force after termination or dissolution.

Article 41 Support and maintenance

41.1 The Supplier shall familiarize AVBV and the users of the ICT Performance with its use, free of charge. Support is provided by competent and suitable experts, who preferably have also taken part in the implementation and installation and may have been involved in the acceptance test(s).

41.2 The Supplier declares itself willing to train AVBV employees in the use of the ICT Performance. The Supplier shall not be entitled to make any charge for providing training at AVBV, unless a written agreement has been concluded with AVBV to that effect on the basis of reasonable conditions and rates.

41.3 The Supplier declares that it is willing to maintain the ICT Performance when requested to do so by AVBV and to conclude a maintenance agreement or Service Level Agreement (SLA) with AVBV to that effect, specifying concrete service levels and setting out sanctions that may be applied in the event these are not achieved.

41.4 Maintenance of the ICT Performance shall include at least the following:

- taking preventive measures for the optimum operation of the ICT Performance in accordance with the agreed specifications and functionalities;

- tracing and rectifying malfunctions and Defects as quickly as possible and adequately;

- making modifications to the ICT Performance after written permission has been received from AVBV, with objectives that include increasing reliability, changing functions, adding new functions or solving problems in this respect;

- the regular issue of new upgrades for and releases of the ICT Performance, although AVBV is not and cannot be obliged to implement the latest version.

41.5 If no maintenance agreement has been concluded with AVBV, AVBV shall be entitled to carry out maintenance in-house or to outsource this to third parties. In that event, the Supplier shall cooperate unconditionally and free of charge, which cooperation shall include provision of the required resources and information.

General Terms and Conditions of Purchase of Apollo Vredestein B.V.
1 March 2014

Translation

Enschede, 1 March 2014