

1. Scope

1.1. These general conditions of purchase are applicable to all agreements in which Frisia Zout B.V. (hereinafter: "Frisia") acts as buyer or principal, unless explicitly otherwise agreed upon in writing.

1.2. Applicability of the general conditions of the other party to the agreement entered into (hereinafter: the Other Party) is explicitly excluded.

2. Offer and creation of the agreement

2.1. An offer of the Other Party shall be irrevocable for a term of thirty (30) days minimum from the offer reaching Frisia, unless Frisia's invitation to submit an offer stipulates another term or the Other Party offers a longer term.

2.2. Any costs ensuing from or related to drawing up and/or submitting an offer shall remain for the account of the Other Party.

2.3 Frisia shall be bound by legal transactions only if they have been performed by employees authorised thereto. Any legal transactions performed by employees not authorised thereto shall be binding upon Frisia only if it confirms such legal transactions.

2.4. The Other Party cannot make Frisia comply with an order granted and/or an agreement entered into if such order or agreement has not been confirmed or entered into by it in writing. This is also applicable to any amendments to the original order or agreement.

3. Performance of the agreement

3.1. Except for Frisia's permission in writing, the Other Party shall not be permitted to subcontract performance of the agreement to third parties.

3.2. If Frisia makes aids available to the Other Party for performing the agreement, such aids shall remain the property of Frisia. Unless explicitly otherwise agreed upon, the Other Party shall be obliged to return any aids made available to it to Frisia in good condition after expiration of the agreement, failing which it shall be obliged to pay the replacement value to Frisia.

3.3. In the event that the Other Party incorporates aids or raw materials made available by Frisia in goods of the Other Party itself, in such manner as constituting conversion or accession, the Other Party shall form such goods for or for the benefit of Frisia, resulting in the ownership of the newly created goods resting with Frisia.

3.4. Any modifications in the performance to be delivered by the Other Party shall be permitted only if Frisia has given its prior permission thereto in writing.

3.5. The Other Party may transfer its rights and obligations pursuant to the agreement to a third party only after Frisia's explicit permission.

4. Price

4.1. Unless explicitly otherwise agreed upon, the price of the goods to be supplied and/or the operations to be performed charged by the Other Party shall include any costs incurred by the Other Party related to fulfilling its obligations, including in any case the costs of packaging, carriage, other delivery expenses, mounting and instruction charges and waste removal charges.

4.2. The price of the goods to be delivered and the operations to be performed charged by the Other Party shall be fixed, unless explicitly otherwise agreed upon by parties.

4.3. In any case the Other Party shall state on the invoice the delivery and/or the operations charged by the invoice, as well as Frisia's order number. If the Other Party does not fulfil said obligations, Frisia shall have the right to suspend payment of the invoice.

5. Delivery and acceptance

5.1. Delivery of the goods to be supplied shall be effected in conformity with the delivery clause contained in the agreement and at the location specified by Frisia for that purpose.

5.2. Unless these general conditions stipulate otherwise, the delivery clause contained in the agreement shall be interpreted in conformity with the incoterms drawn up by the ICC (International Chamber of Commerce). The most recently adopted incoterms shall be applicable.

5.3. The weight of the goods supplied shall be the weight established by Frisia on delivery.

5.4. On delivery the Other Party shall also make all instructions for use and instruction materials pertaining to the goods available to Frisia.

5.5. If the Other Party suspects that the goods will not be delivered within the term of delivery agreed upon, the Other Party shall notify Frisia thereof in writing without delay. Such notice shall not derogate from Frisia's rights related thereto.

5.6. In the event that the Other Party does not deliver or does not deliver properly within the term of delivery agreed upon, the Other Party shall be in default without any notice of default being required for that purpose. In such case the Other Party shall forfeit a penalty falling immediately due amounting to ten percent (10%) of the price agreed upon for the relevant delivery for each working day it is in default. Said penalty shall exclusively constitute the fixed compensation for the loss suffered by Frisia due to the delay. Therefore, Frisia retains the right to demand compliance or substituting compensation. Furthermore, Frisia shall have the right to decide not to demand payment of the penalty and instead to demand payment of the actual loss suffered by it due to the delay.

5.7. Frisia shall have the right to inspect the goods to be delivered before, during or immediately after delivery. The Other Party shall lend every co-operation to such inspection. If the goods do not meet the requirements laid down by Frisia, it shall have the right to refuse and/or to return the goods or to continue to use the goods until the Other Party has replaced or adapted them.

5.8. The risk involved in the goods delivered shall be transferred to Frisia at the time of delivery, unless Frisia rejects the goods on delivery or within seven (7) days following delivery. In that case the risk involved in the goods delivered shall remain for the account of the Other Party, also after delivery.

6. Payment

6.1. Frisia shall pay the invoice sent by the Other Party within thirty (30) days from invoice date or thirty (30) days from the relevant delivery having been approved by Frisia. The longer of said two terms shall be applicable.

6.2. Unless explicitly otherwise agreed upon, payments shall be effected in euros. In case that the price agreed upon is expressed in another currency, the equivalent amount shall be calculated in euros on the basis of the exchange rate prevailing at the time the agreement is entered into.

6.3. Frisia shall have the right to suspend its obligation to pay in full or in part if it has obtained evidence of deficient compliance on the part of the Other Party.

6.4. Frisia shall have the right to demand that the Other Party causes an unconditional and irrevocable bank guarantee to be issued by a bank accepted by Frisia or to request other securities for guaranteeing fulfilment of the obligations of/by the Other Party.

6.5. Frisia shall have the right to deduct any amount receivable by it or deemed to be receivable by it on whatever account from the Other Party from the amount payable by it to the Other Party.

7. Guarantee

7.1. Unless the Other Party has granted a longer warranty term, the Other Party shall guarantee for a term of twelve (12) months that the goods delivered:

- are in accordance with the quantity, description and quality stated on the order;
- are suitable for the purpose for which they have been delivered;
- are complete and ready for use;
- have been manufactured of suitable materials;
- are equal to samples or models provided by the Other Party to Frisia in every respect;
- are accompanied by instructions for use and instruction materials pertaining to the goods.

7.2. Furthermore, the Other Party guarantees that the goods delivered comply in every respect with any prevailing statutory requirements as well as with the requirements laid down by the public authorities otherwise.

7.3. In the event that during the term referred to in 7.1 the goods appear not to comply with the provisions of said article, the Other Party shall be in default by operation of the law, without any notice of default being required for that purpose. In such case Frisia shall have the right to demand repair and/or replacement of the goods delivered, without prejudice to any other rights to which it is entitled in such case.

7.4. The Other Party shall indemnify Frisia against any claims from customers of Frisia and/or third parties ensuing from or related to defects in goods supplied to Frisia by the Other Party (explicitly including liability pursuant to sections 6:185 ff. of the Netherlands Civil Code) and ensuing from or related to defects in operations performed by the Other Party.

8 Transport

8.1. The Other Party shall ensure that the goods to be delivered are transported to Frisia or to an address for unloading specified by it.

8.2. The Other Party shall ensure that transport referred to in 8.1. is effected in such manner as complying with any statutory regulations as well as with any other national and international requirements applicable to the relevant transport.

8.3. The Other Party shall ensure that during transport the goods to be delivered are packaged in such manner as the goods reaching Frisia in good condition.

8.4. The Other Party shall ensure that the goods to be delivered are insured against damage and loss by or during transport for its account at their full replacement value.

8.5. The Other Party shall be liable to Frisia for any damage to or loss of the goods to be delivered by or during transport thereof. In case of any damage or loss as referred to hereinbefore, the Other Party shall repair or replace the relevant goods free of charge. Frisia shall notify the Other Party as soon as possible if any damage or loss has occurred.

9 Intellectual property rights

9.1. The Other Party guarantees that the goods delivered by it do not infringe any intellectual property right of third parties. Furthermore, the Other Party guarantees that the use of the goods delivered by it is not unlawful in respect of third parties otherwise. The Other Party shall indemnify Frisia against any claim (from third parties) related thereto.

9.2. In the event that during performance of the agreement and/or the order by the Other Party any intellectual property rights are created, Frisia shall be entitled to such rights.

10 Documents

10.1. At Frisia's first request the Other Party shall make all documents related to the goods to be delivered and/or the operations performed, as well as any other information desired by it, available to Frisia. The documents referred to hereinbefore shall include, but not exclusively:

- the drawings made or caused to be made by the Other Party in the scope of the order;
- all documents needed by Frisia for obtaining the permits required;
- a specification of the materials used;
- information concerning the composition of the goods to be delivered;

11 Force majeure

11.1 Unless explicitly otherwise agreed upon, the Other Party shall not be entitled to invoke force majeure if it does not fulfil its obligations pursuant to the agreement (in a timely manner).

11.2. If parties have agreed that, contrary to paragraph 1, the Other Party is entitled to invoke force majeure, said right shall lapse if the Other Party did not notify Frisia in writing without delay of the existence and the substance of the reason for force majeure and substantiate it by means of conclusive evidence.

12 Rescission

12.1. In the event that the Other Party, irrespective of the reason therefor, does not fulfil its obligations pursuant to the agreement (in a timely manner), Frisia shall have the right, without any notice of default being required for that purpose, to rescind the agreement with the Other Party by means of a written statement.

12.2. Frisia shall also have the right to rescind the agreement with the Other Party by means of a written statement if the Other Party has been declared bankrupt, a moratorium has been granted to it, the business of the Other Party is liquidated or if the (legal entity of) the Other Party is dissolved.

12.3. The right to rescind in accordance with this article shall not derogate from any other rights (including the right to compensation) to which Frisia is entitled pursuant to the law and these general conditions.

13 Secrecy

13.1. The Other Party shall be obliged to observe secrecy in respect of the business information of Frisia with which it has become acquainted in any manner in the scope of its relationship with Frisia. This obligation shall also be applicable

to employees of the Other Party and any third parties affiliated with it.

13.2. The Other Party shall not be permitted to use information with which it has become acquainted as referred to in paragraph 1 for its own benefit and neither to make it available to third parties.

13.3. In case of violation of the obligation to observe secrecy referred to in paragraphs 1 and 2, the Other Party shall be obliged to provide compensation for the loss caused thereby suffered by Frisia.

14 Compensation

14.1. The Other Party shall be obliged to compensate Frisia for any damage and/or loss suffered by Frisia, its employees or its customers caused by goods delivered by the Other Party or as a result of actions of the Other Party, its employees or any other parties engaged by the Other Party in performing the agreement.

14.2. The Other Party shall indemnify Frisia against any claims from third parties for any damage and/or loss suffered by them as a result of actions of the Other Party, its employees or any other parties engaged by the Other Party in performing the agreement. In case of such claim from third parties, Frisia shall have the right to act at its own discretion, however only after consultation with the Other Party.

15 Applicable law and competent court

15.1. The agreement between Frisia and the Other Party, as well as any agreements ensuing therefrom, shall be exclusively governed by Dutch law.

15.2. Any disputes ensuing from or related to the agreement entered into by Frisia and the Other Party shall be exclusively submitted to the competent court at Leeuwarden, unless Frisia indicates that it wishes to submit the dispute to another judicial institution.

15.3. In the event that it appears that one or more of the provisions of these general conditions are not enforceable, are invalid or are not binding in any other manner, such shall not derogate from the validity of the other provisions. In such case Frisia shall have the right to substitute the relevant provisions by provisions which by their nature and purport are in accordance with the original provisions to the greatest possible extent.