

## INTOS General Purchasing Terms

BUSINESS, RETAIL & NON-PROFIT ◀  
 AIRPORTS ◀  
 MEDICAL & SHIELDING ◀  
 MAINTENANCE ◀

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### Article 1 - Formation of the contract

- 1 INTOS will ask the seller to provide it with a quote for the goods to be supplied to INTOS by the seller, whereby these general purchasing terms are declared applicable. INTOS will thereby provide a technical specification, required quantity, delivery time and place of delivery.
2. The purchase contract is formed if INTOS places a purchase order with the seller in accordance with the provisions of the quote, whereby these general purchasing terms are explicitly declared applicable with the renunciation of any general sales terms adopted by the seller.

### Article 2 - Amendments

1. Amendments to the purchase contract and deviations from these general purchasing terms will only apply if they have been agreed in writing between INTOS and the seller. Additional work will therefore only qualify for reimbursement if approved by INTOS in advance.
2. If amendments lead to an increase or reduction in costs, a resultant change in the purchase price must be agreed in writing between the parties. The seller undertakes to inform INTOS about alternatives which are superior in terms of quality or price if these are available.
3. The seller must obtain INTOS's written permission to use third parties (companies or persons) to execute the contract.
4. If the seller is unable to (fully) comply with the description/terms contained in the purchase order, the seller is not permitted to deviate from the purchase order without consultation. It must then notify this immediately (personally) to the INTOS buyer.

### Article 3 - Quality and description of goods

1. Subject to what is stipulated in the purchase order (including appendices) and the associated technical specification, the goods to be supplied must:
  - a. correspond to what is stipulated in the purchase order in terms of quantity, description and quality;
  - b. be manufactured from sound materials and be soundly designed;



- c. be identical in all respects to the samples or models made available or provided by INTOS and/or the seller;
  - d. offer the performance (capacity, yield, speed, finish etc.) specified in the purchase order;
  - e. be entirely suitable for the intended purpose as advised to the seller, including the goods to be supplied which are not expressly named in the purchase order but are necessary for the use and performance of the goods.
2. The seller guarantees that the design, the composition and the quality of the goods which must be supplied under the purchase order comply in all regards with all relevant applicable requirements stipulated by the laws and/or other relevant regulations which are in force at the time when the contract is concluded.

**Article 4 - Inspection and testing before dispatch**

1. INTOS has the right to inspect the goods during manufacture, processing and storage insofar as this is possible without infringing the seller's patents, licences, secret processes and 'know-how'. If INTOS exercises this right the seller will provide or arrange the provision of such facilities as INTOS can reasonably require for this.
2. The seller will carefully investigate and test whether the goods comply with what has been agreed before dispatch if this is customary for such goods. If INTOS requires it, the seller will inform it in good time about the time and place of the testing in order to enable INTOS to be present for this.
3. If INTOS finds in any investigation or testing that the goods to be supplied do not correspond with the description in the purchase order, or that it is likely that this will not be the case when completed, INTOS will notify this to the seller as soon as possible. The seller is then obliged, without prejudice to the provisions of articles 9 and 11, to take all necessary steps in order still to be able to comply with the technical specification provided in the purchase order and other provisions of the purchase order, including the delivery time.
4. A seller who disputes the findings of the investigation or the testing by INTOS or the independent research institution used by INTOS is entitled to have a reappraisal carried out at its expense. INTOS will bear the costs of this reappraisal if it is found that the investigation or testing by INTOS has incorrectly led to a negative result.

**Article 5 - Packaging and shipping**

1. The goods must be soundly packaged and protected in such a way that they will reach their destination in good condition with normal shipping. The seller will adequately insure itself to INTOS's satisfaction against the risks which may reasonably be assumed to exist during shipping.
2. The goods will be delivered by the seller or dispatched for delivery to the agreed place or places in the manner specified in the purchase order.
3. If the seller has provided pallets, chests, crates, containers etc. or has had them provided by a third party - possibly in return for a deposit or surety - for the packaging and the shipping, INTOS will return these at the seller's request and expense. This must be expressly agreed in advance.



#### **Article 6 - Storage**

1. If for any reason INTOS or its client are unable to receive the goods at the agreed time and these are ready for shipping, the seller will store and secure the goods at INTOS's request and take all reasonable steps to prevent deterioration in quality until they can be delivered at the agreed place or places.

#### **Article 7 - Transfer of ownership and risk**

1. Except where stipulated otherwise in paragraph 2 of this article, ownership of and the risk for the goods will transfer to INTOS upon delivery, i.e. when the goods come into INTOS's possession.
2. If the seller postpones the shipment at INTOS's request in accordance with the provisions of article 6, ownership of the goods will transfer to INTOS on the date to be agreed between them, and the seller is obliged to store the goods separately as the identifiable (future) property of INTOS. The goods will then nonetheless remain at the seller's risk as the keeper of the goods until the goods have been delivered to INTOS in the place or places referred to in article 5 paragraph 2.

#### **Article 8 - INTOS's property**

1. All models, moulds and dies, plates, films, drawings, photographs, stamps, other image, audio and information media or other aids provided to the seller by INTOS or made or purchased by the seller for and on the instructions of INTOS at INTOS's expense will remain or become the property of INTOS. INTOS holds the copyright or model right on all these items.
2. The seller will preserve such aids in good condition and insure them against fire and theft and keep them insured as long as they are under its control.
3. The seller will make these aids available to INTOS in good condition at the first request. However, INTOS is then liable for any losses due to delay suffered by the seller.
4. If the seller fails to return the aids, fails to return them in full or returns them damaged to INTOS, either at the agreed delivery time or at the time referred to in paragraph 3, the seller is required to compensate INTOS. INTOS is entitled to deduct this compensation from the purchase sum which it is required to pay.
5. The seller is not permitted to use the aids for a purpose other than the preparation for delivery of the goods intended for INTOS. Nor is it permitted to make these aids available to third parties.
6. The seller is obliged to take steps to safeguard the confidentiality of all data, information and other aids described in paragraph 1 provided by INTOS.

#### **Article 9 - Time of delivery**

1. The seller will deliver the goods on the date and/or at the time as specified in the purchase order.
2. As soon as the seller knows or expects that the goods cannot be delivered on time, it will inform INTOS of this without delay. The seller is still obliged to deliver the goods as soon as possible, and definitely before the deadline specified by INTOS.
3. If the goods are not delivered at the agreed time in full or in part and the parties are unable to reach agreement about an extension of the delivery time and/or compensation for the losses due to delay, INTOS is entitled to dissolve the contract by means of a written statement. This dissolution not only covers the goods which have not yet been delivered, but also the goods which have already been delivered under the same purchase contract if these goods can no longer be effectively used as a result of the failure to deliver the remaining goods.



4. If the purchase contract is dissolved under paragraph 3, INTOS is entitled to return to the seller at its expense and risk the goods which have already been delivered under the same purchase contract and can no longer be used effectively, and to reclaim from the seller the payments which it may have made for these goods.
5. The seller is liable for all loss which INTOS suffers as a result of delay, including as a result of the late notification of (probable) delay.
6. If the purchase contract is dissolved, the seller is obliged to compensate INTOS both for the loss specified in paragraph 5 and all further loss which the buyer may suffer, e.g. as a result of a replacement transaction and loss of profit.

**Article 10 - Installation and testing**

1. If the purchase order specifies that the seller must install the goods in the place or places designated by INTOS, the seller will ensure the provision of sufficient competent personnel at the time of delivery. INTOS will provide or arrange the provision of such facilities for this personnel as the seller can reasonably require.
2. In the case described in paragraph 1, a test will take place after installation in the presence of INTOS and the seller or their representatives. The seller undertakes to continue to provide competent personnel until the test has led to a result which is satisfactory for both parties. Article 11 paragraphs 2 to 7 apply correspondingly.
3. Following installation the seller will provide the buyer with training personnel for one week in order to instruct the employees of INTOS or its client in the use, maintenance and repair of the supplied goods.
4. The provisions of the preceding paragraph also apply to other goods which do not need to be installed but for which instruction is required.
5. The provisions of both preceding paragraphs do not apply to goods where INTOS is familiar or should be deemed to be familiar with the use, the maintenance and repair.
6. If the seller carries out installation work for INTOS at the buyer's client, the seller will comply with the house rules applied by INTOS or its client and will, on request, perform the work in INTOS's work clothing.
7. Any rights under the Auteurswet (Copyright Act) or the Benelux Tekeningen en Modellenwet (Benelux Drawings and Models Act) will accrue to INTOS.

**Article 11 - Testing and rejection**

1. Insofar as a satisfactory test has not taken place during or after manufacture under article 4 or after installation under article 10, INTOS is obliged to test or commission the testing of goods of which the technical nature makes a test desirable or necessary within six weeks of delivery. INTOS is obliged to give the seller the opportunity to be present at this testing.
2. If the test reveals defects, the seller is obliged to have these rectified or replaced as soon as possible, but definitely within 2 weeks, or within a shorter period if this is necessary.
3. If rectification of the defect is not possible or desirable or is not justified in view of the time and expense involved, INTOS is entitled to reject the goods.



4. The provisions of the preceding paragraphs apply correspondingly to goods which do not need to be tested but which are found on delivery not to comply with the provisions and specifications of the purchase order in full or in part.
5. INTOS will notify the seller of the rejection as soon as possible. If the parties are then unable to reach agreement concerning rectification or the supply of replacement goods, INTOS is entitled to dissolve the purchase contract without judicial intervention following the notice of default as specified above in paragraph 2. The provisions of article 9 paragraphs 3, 4 and 5 apply correspondingly to this dissolution.
6. Following dissolution INTOS is obliged to return the goods already supplied to the place to be specified by the seller at the seller's expense and risk as soon as possible. This return shipment restores ownership of goods already delivered to the seller.
7. Following dissolution the seller is obliged to refund INTOS the amount of the purchase sum already paid immediately.

#### **Article 12 - Liability and guarantee**

1. The seller is liable for damage to and loss as a result of the goods which occurs during the guarantee period specified in the purchase order, unless the loss or damage is the result of improper use. If no guarantee period has been explicitly agreed, the guarantee period will be five years.
2. In order to comply with its liability obligations the seller is obliged to repair the goods or defective parts thereof or replace them with new goods free of charge within a reasonable period.

#### **Article 13 - Compensation**

1. Subject to provisions of article 12, the seller will fully indemnify INTOS for all loss and damage to goods and persons which may arise at INTOS, its employees or its clients from or as a result of actions insofar as these can be deemed a form of breach of contract or unlawful act on the part of the seller, its employees or other persons involved by the seller in the execution of the purchase order. This also includes the loss or damage which may occur as a result of the presence, use or delivery or removal of property belonging to the seller, its employees or other persons involved by the seller in the execution of the purchase order.
2. The seller will indemnify INTOS in full against claims by third parties for compensation for loss as described in the first paragraph. If a third party initiates a claim in this regard against INTOS, INTOS will immediately inform the seller of this, whereby it will send the seller the necessary information. INTOS will otherwise refrain from any action in this regard, unless the seller has given its permission to do so or the seller fails to defend against the third party's claim.

#### **Article 14 - Loss or damage due to or during shipping**

1. The seller will repair or replace the goods which are damaged or lost during shipping free of charge provided that INTOS notifies it to the seller in writing within a period such that the seller is enabled to comply with the carrier's relevant terms of shipping or, if the seller delivers using its own transport, within a reasonable period.



2. If goods cannot be delivered on time in full or in part due to loss or damage during shipping, article 9 will apply correspondingly.

**Article 15 - Price and payment**

1. Unless agreed otherwise the purchase price covers the price of the goods, the costs of packaging, shipping, delivery costs to the place designated by INTOS and any costs of installation and instruction.
2. INTOS is entitled to offset sums owed by the seller under the provisions of articles 8, 9, 11, 12 and 13 against the purchase sum.
3. Any agreed additional work must be invoiced within 4 weeks of completion; additional work invoiced after this will not qualify for payment.
4. Invoices must be submitted to INTOS within 90 days of completion of the work, and every invoice will relate only to one purchase order.
5. INTOS will pay the invoice with the agreed price, supplemented and reduced in accordance with the provisions of the preceding paragraphs, to the seller within 45 days unless agreed otherwise.

**Article 16 - Infringement of patents**

1. The seller will indemnify INTOS against claims by third parties on the grounds of third parties' allegations of infringement of patents or models to which they hold the rights in the manufacture, repair or use of the supplied goods.
2. If any patent or license in the seller's name applies to the design of the supplied goods, INTOS will not be deemed to infringe this patent or license in any way if it carries out or commissions repairs.
3. If any patent or licence in INTOS's name applies to the design of the supplied goods, the provisions of article 8 paragraph 5 will apply correspondingly.

**Article 17 - Dissolution of contract in the event of bankruptcy**

1. Without prejudice to the provisions of article 9 and 11, the purchase contract will be dissolved by a written statement at the time when the seller is declared bankrupt, applies for a payment moratorium or loses its power of disposal and/or its assets or part thereof as a result of attachment, being placed in administration or otherwise, unless the receiver or administrator recognises the obligations arising from this contract as a claim against the estate.
2. The dissolution will make claims on both sides payable immediately. Article 9 paragraphs 4 and 6 apply correspondingly.

**Article 18 - Confidentiality and Non-competition clause**

1. The seller is obliged - both during the term and following the end of this contract - to keep confidential all information which it has been asked to keep confidential or which it could reasonably recognise should be kept confidential. In this context the seller is not permitted to use the contents of the purchase contract for promotional purposes.
2. The seller is prohibited from actively approaching INTOS's clients or performing work for them directly without INTOS's written permission.



**Article 19 - Corporate social responsibility**

1. The seller guarantees that the goods specified in the contract are produced and delivered in a manner which is socially responsible, taking account of the statutory standards and requirements for sustainable and environmentally-friendly production.
2. The seller also guarantees that the use of third party companies or persons complies with the applicable laws and regulations and also complies with standards as specified in paragraph 1.

**Article 20 - Applicable law**

1. This contract is governed by Dutch law.
2. All disputes arising from or relating to the contract to which these terms apply or the terms themselves and their interpretation or implementation, of both a factual and legal nature, will be settled by Noord Holland district court, Haarlem location.

