

General Conditions of Purchase – Wicro Plastics BV

Article 1. Applicability

Paragraph 1. These General Conditions of Purchase apply to all offers, quotations and agreements between Wicro Plastics BV and the supplier.

Paragraph 2. The applicability of the General or Special Conditions of the supplier will hereby explicitly be rejected by Wicro Plastics BV.

Paragraph 3. Such conditions can only be binding for Wicro Plastics BV if explicitly accepted by Wicro Plastics BV in writing.

Paragraph 4. The supplier shall also be deemed to agree to the applicability of these General Conditions of Purchase without written acceptance of this order, as soon as he has started the delivery.

Paragraph 5. The supplier who has once sold to Wicro Plastics BV under these conditions is considered to agree implicitly to the applicability of these conditions for any subsequent placed order by Wicro Plastics BV, regardless of the fact whether such a follow-up order has been confirmed in writing.

Article 2. Establishment of the agreement

Paragraph 1. An agreement will be effected after the written contract has been signed by both parties.

Paragraph 2. An agreement will also be concluded after Wicro Plastics BV has placed a written order with the supplier and the supplier has accepted that order in writing.

Article 3. Amendments and additions

Alterations in the Agreement and any additional agreements will only be valid if these have been confirmed by Wicro Plastics BV in writing.

Article 4. Prices

Paragraph 1. The prices as mentioned in the written agreement are exclusive of VAT and are in Euros.

Paragraph 2. The prices mentioned in the Agreement are fixed. Changes in costs of materials, wages, rights, taxes or any other costs will not be charged, unless explicitly stipulated otherwise beforehand in writing.

Paragraph 3. The prices include, unless stipulated otherwise in writing, transport costs, clearance, insurance and packaging.

Article 5. Delivery, transfer of title and risk

Paragraph 1. Delivery is made DPP at the location of delivery agreed to (according to Incoterms 2010), unless stipulated otherwise in writing.

Paragraph 2. The ownership and the risk for the goods delivered shall only be transferred after the goods have been unloaded at Wicro Plastics BV and they have signed for receipt.

Paragraph 3. By way of derogation from paragraph 2, Wicro Plastics BV shall receive ownership of the goods, if the goods have been stored on behalf of Wicro Plastics BV elsewhere or at the Supplier's, at the moment at which they have been stored on behalf of Wicro Plastics BV. The risk, however, shall remain with the supplier up to the delivery of the goods.

Paragraph 4. Goods which have been handed in for repair, processing or manufacturing by Wicro Plastics BV shall remain at supplier's risk during this period of repair, processing and manufacturing, but shall remain the property of Wicro Plastics BV.

Paragraph 5. The supplier shall take care of an adequate insurance for the goods to be delivered at all times, until the delivery has been fully concluded.

Paragraph 6. If advance payment has been arranged for that which Wicro Plastics BV is due according to the agreement, all materials, raw materials and semi-finished products, which the supplier uses or which are intended for the performance of the agreement, as well as all goods which are being processed shall be delivered at and transferred to Wicro Plastics BV in full and free ownership by the supplier.

Paragraph 7. If necessary the supplier states in advance that he will supply all those goods mentioned in paragraph 6 to Wicro Plastics BV and that he shall transfer ownership as soon as the supplier receives the advance payment.

Paragraph 8. As of the moment the supplier receives the advance payment, he shall keep all goods as mentioned in paragraph 6 for Wicro Plastics BV and the supplier shall be obliged to individualize these goods sufficiently and to retain these on behalf of Wicro Plastics BV separated from other goods.

Article 6. Exceeding delivery time

Paragraph 1. The delivery time stated or agreed upon shall be observed as the expiration date.

Paragraph 2. If the delivery time is not met, the supplier shall inform Wicro Plastics BV thereof immediately. Despite this statement, the supplier is in default and Wicro Plastics BV can claim, without serving notice, a penalty of 5% of the purchase price per week, up to a maximum of 10% of the purchase price. Wicro Plastics BV is entitled to settle this penalty with the purchase price.

Paragraph 3. If the delivery time has been exceeded, Wicro Plastics BV is entitled to annul the agreement at all times, insofar this has not been executed, as an out-of-court settlement and without being liable to paying any damages.

Article 7. Modification of delivered goods, partial deliveries

Paragraph 1. The supplier is not allowed to deliver modified goods or goods that are in deviation from the agreed or given specifications or characteristics, or make deliveries that deviate with regard to weight or amount, without Wicro Plastics BV's prior written consent.

Paragraph 2. The supplier is only permitted to make partial deliveries after Wicro Plastics BV's written consent in advance. However, the partial deliveries will be invoiced as one lot and this only after everything has been delivered.

Article 8. Acceptance and noting defects

Paragraph 1. If the delivery does not comply with the agreement according to Wicro Plastics BV, Wicro Plastics BV shall be entitled to return the delivered goods within 30 days after delivery at the supplier's risk and expense.

Paragraph 2. If the delivery shows any defect after a 30-day term, Wicro Plastics BV shall notify the supplier after discovery of the defect in writing by return – in a letter or by email.

Paragraph 3. The supplier shall replace or repair the goods by return, if the nature of the delivery makes this feasible and if Wicro Plastics BV agrees to this. All resulting costs shall be at the supplier's expense.

Paragraph 4. If the supplier has not replaced or repaired the goods within 48 hours after lodging the complaint, Wicro Plastics BV shall be entitled to have the goods repaired at the supplier's expense by third parties.

Paragraph 5. The obligation to pay shall be suspended until the supplier has fulfilled all his obligations. Wicro Plastics BV shall have the right to settle all resulting costs, including the costs of the repairs executed by third parties as per paragraph 4 with the purchase price or with any other claim which the supplier may have against Wicro Plastics BV.

Paragraph 6. Previous paragraphs shall not alter the liability of the supplier for his products in conformity with the applicable (international) rules and regulations.

Article 9. Warranty and observance thereof

Paragraph 1. The supplier warrants that the delivered goods are of good quality and do not contain any design, construction or manufacturing defects and warrants the quality and correctness of the used materials. The supplier also warrants that the goods are not encumbered in any way and are free from a right of pledge and rights of retention.

Paragraph 2. The supplier also warrants that the delivery is in accordance with the requirements as stated in the specifications, drawings, calculations or in any other documents provided by Wicro Plastics BV. If Wicro Plastics BV has not provided any specifications but has stated what the delivered goods are meant for, the supplier warrants that the delivered goods will be suitable for the purpose given by Wicro Plastics BV.

Paragraph 3. The supplier warrants that he acts according to all applicable (inter)national laws, rules and regulations, standards and norms, guidelines and codes in connection with the performance of the agreement, including all applicable laws, rules and regulations with regard to international trade, such as embargos, import and export restrictions and sanctioned party lists.

Paragraph 4. The supplier warrants that he has full title of the goods, services or parts thereof, that are necessary for the performance of the agreement. The supplier is fully entitled to have control of the goods and to dispose of these. Furthermore, supplier holds any licenses, permits, end-user statements and all other documents which are required in the country of origin, of transit and of destination to fulfil his obligations and will immediately notify Wicro Plastics BV of any legal restrictions.

Paragraph 5. If the delivered goods do not comply with that which has been guaranteed according to Wicro Plastics BV and they have notified the supplier in writing, the supplier shall either replace free of charge, or if possible considering the nature of the goods repair free of charge as desired by Wicro Plastics BV.

Paragraph 6. If the agreement concerns goods that are durable such as machines and related goods, or moulds, the warranty for construction or design flaws as well as used materials shall not be limited in time.

Article 10. Moulds etc. put at disposal

Paragraph 1. Moulds, tooling and other (auxiliary) tools that are put at the supplier's disposal by Wicro Plastics BV for the execution of tasks, will be used by the supplier with the utmost care.

Paragraph 2. The supplier will see to the necessary maintenance of the goods put at his disposal being carried out timely and completely at the expense of the supplier.

Paragraph 3. The supplier should inform Wicro Plastics BV immediately of any damage, impairment or other incidents that happened to the goods put at the supplier's disposal.

Paragraph 4. The supplier will under no circumstances place goods put at his disposal with a subcontractor.

Article 11. Packaging

Paragraph 1. If goods are delivered packaged, the supplier shall take care of the appropriate packaging, which complies with the (governmental) requirements for safety and which will enable a good and safe storage and unloading.

Paragraph 2. The packaging shall be done in such a way that it can be emptied completely and that there will not be any remainders. The supplier shall instruct Wicro Plastics BV on how the packaging should be emptied.

Paragraph 3. The supplier shall take the packaging back, unless otherwise agreed.

Article 12. Manuals, certificates etc.

Paragraph 1. Moulds, tools and other apparatus and/or machines shall be put at the supplier's disposal with drawings, manuals and Bill of Material. Also of these Wicro Plastics BV's shall be the owner.

Paragraph 2. Raw materials shall be provided with a certificate (e.g. datasheet, MSDS). For each product a certificate shall be provided. The certificate shall be issued by the manufacturer and will comprise details about the characteristics of the product. The certificate shall also explicitly comprise details about the characteristics of the product in the field of safety, health and environment, as well as the regulations and indications related to the treatment and use of the product within the scope thereof.

Paragraph 3. Any other products should be provided with product documentation.

Paragraph 4. The supplier guarantees that he is fully informed about the Regulation EC No. 1907/2006 with regards to the Registration, Evaluation and Authorization of Chemical substances ('REACH') that are imported, distributed or used within the European Union. The supplier states that, if and insofar as applicable, the goods and substances related to this fully comply with the requirements of REACH. The supplier shall inform Wicro Plastics BV about the



Wicro Plastics BV
Karreweg Noord 47-49
5995 MG Kessel, The Netherlands
T +31 77 462 1216 F +31 77 462 2700
www.wicro.nl

(pre) registration number(s). To the extent the goods or substances fall under different (inter)national regulations which limit the use of chemical substances, the supplier confirms that the goods and substances shall be fully compliant with these regulations.

Article 13. Intellectual property

Paragraph 1. Drawings, (three-dimensional) models, templates, stamps, matrixes, moulds, CAE/CAD models and other computer programs as well as other documents that have been provided by Wicro Plastics BV, or that have been made by the supplier or third parties by order of Wicro Plastics BV and which relate to the agreement are both material and intellectual property of Wicro Plastics BV.

Paragraph 2. The supplier shall send the goods mentioned in paragraph 1 to Wicro Plastics BV by return at the first request made thereto by Wicro Plastics BV. The supplier is not allowed to duplicate or reproduce, to make public, put at the disposal of third parties or use either himself or for third parties the goods mentioned in paragraph 1.

Paragraph 3. The supplier guarantees that the goods delivered will not infringe on any right of intellectual property of third parties. The supplier indemnifies Wicro Plastics BV against claims from third parties, on that account.

Paragraph 4. The condition defined in paragraph 3 does not apply to goods provided by Wicro Plastics BV itself. Wicro Plastics BV shall make sure itself that the rights of intellectual property, including copyright will not be violated.

Article 14. Inspection

Paragraph 1. The supplier shall ensure that Wicro Plastics BV or its representative has the possibility to inspect goods or the production process of those goods and/or a location where the services or part thereof are executed.

Paragraph 2. The supplier will carefully manage and control the quality of the goods and services and the progress of the manufacturing and delivery.

Paragraph 3. Inspection and/or tests will not relieve the supplier of any obligation or liability under the agreement.

Article 15. Liability

Paragraph 1. The supplier shall be liable for any direct or indirect damages, which includes consequential damages, suffered by Wicro Plastics BV or by third parties, due to the performance of the agreement, or due to the use of the delivered goods. Besides that a penalty can be forfeited by the supplier in favor of Wicro Plastics BV under these conditions.

Paragraph 2. The supplier shall indemnify Wicro Plastics BV against any liability with regard to third parties, against damages caused by goods delivered by the supplier, including product liability, also if the delivered goods have been processed as well as if the damage has been caused by defective products that were manufactured by means of or from the goods delivered by the supplier and the defect is caused by the goods delivered by the supplier.

Article 16. Transfer to third parties

The supplier shall neither completely, nor partially transfer the rights and obligations resulting from the agreement to third parties or subcontract to third parties without Wicro Plastics BV's prior written consent.

Article 17. Confidentiality and publicity

Paragraph 1. The supplier shall exercise complete confidentiality concerning all details and knowhow of which he has been informed or which he has obtained during the performance of the agreement as well as all information obtained concerning products as well as business operations during performance of the agreement at Wicro Plastics BV in general.

Paragraph 2. The supplier shall impose on himself, his employees as well as on third parties involved the same non-disclosure obligation.

Paragraph 3. Without the explicit consent of Wicro Plastics BV, the supplier is not allowed to refer to assignments given by Wicro Plastics BV in publications and advertisements, as well as refer to the task in hand in any other way, which includes exhibiting goods to be delivered.

Article 18. Insurance

Paragraph 1. The supplier will conclude and maintain those insurances that will be sufficient to cover the risks of the agreement(s) and the performance thereof. At the request of Wicro Plastics BV the supplier shall provide insurance certificates evidencing coverage and inform them immediately if any modifications have been made.

Paragraph 2. Any policy excess on an insurance concluded by the supplier will be at the supplier's expense.

Paragraph 3. Insurance by the supplier will not lead at any time to a limitation of its liability nor to joint liability of Wicro Plastics BV.

Article 19. Payment

Wicro Plastics BV shall pay the goods 60 days of receipt of invoice. If goods will be delivered later than the date of receipt of invoice, the 60-day payment term shall start as of the moment of receipt of all goods.

Article 20. Force Majeure

Paragraph 1. Force Majeure means war or acts of war, revolts, riots, flooding or other natural disasters, nuclear disasters and other similar external disasters, insofar the party concerned cannot be held accountable for these. Force Majeure explicitly does not mean strikes or industrial actions by employees and non-performance by sub-suppliers and/or other third parties engaged by the supplier.

Paragraph 2. If a situation of Force Majeure occurs or may occur at the supplier's, the supplier shall notify Wicro Plastics BV concerning these circumstances in writing without delay and shall indicate to what extent the contract obligations will be affected. The supplier is obliged to take

any measures that can reasonably be expected from him to prevent this situation from happening in full or is obliged to limit the extent of the damages for Wicro Plastics BV as much as possible.

Paragraph 3. Wicro Plastics BV is entitled to obtain products or services elsewhere during the situation of Force Majeure.

Paragraph 4. At any time during the period of Force Majeure, when it becomes clear or it is reasonable to presume that the supplier will not be capable at all or will not be capable of adequately fulfilling the obligations under the agreement, or that the situation of Force Majeure will extend over such a long period that continuation of the contract cannot reasonably be expected from Wicro Plastics BV, Wicro Plastics BV is entitled to terminate the agreement by return without being liable to pay damages to the supplier.

Article 21. Termination

Paragraph 1. If the supplier fails in any way with regard to any agreement, Wicro Plastics BV shall be entitled to terminate the agreement completely or partially without judicial intervention, irrespective of what has been stated in these purchase conditions, by means of registered mail, including the related grounds for termination, without being under any obligation to pay any compensation to the supplier. However, Wicro Plastics BV is entitled to claim all damages suffered due to any shortcomings on the part of the supplier.

Paragraph 2. Also in case of the supplier's decease, bankruptcy or suspension of payment, as well as if Wicro Plastics BV has substantial grounds for believing that the supplier will not be capable of fulfilling the agreement, Wicro Plastics BV is entitled to terminate the agreement in the way as described in paragraph 1.

Article 22. Language

Paragraph 1. The supplier hereby declares that he has sufficient knowledge of the English language, so that he can fully understand the agreement, its conditions and appendices, and that all future documents, drawings and correspondence will be drawn up in English.

Paragraph 2. These General Conditions of Purchase have originally been written in the Dutch language. In case of ambiguity and/or differences in interpretation and/or differences in explanation the Dutch text shall prevail.

Article 23. Ethics and sustainability

Paragraph 1. Wicro Plastics BV shall strive for producing as safely and sustainably as possible and not harming the environment unnecessarily. Wicro Plastics BV expects their suppliers to act in the same way and more specifically (but not exclusively):

- Ensure that packaging is as environmentally friendly as possible and if possible use re-usable or recyclable packaging repeatedly.
- Show respect for the environment at all times, while designing, producing, using and disposing or recycling of goods.
- Fulfill all the safety, health and environmental requirements in force for these suppliers.
- Refrain from making use of child labor, slavery or any other form of forced or involuntary labor, to refrain from illegal trade and corruption, to avoid any form of discrimination within the company or towards its contractors.

Paragraph 2. If the supplier omits fulfilling the conditions defined in article 23 paragraph 1, this will be considered an attributable shortcoming in fulfilling the obligations towards Wicro Plastics BV.

Article 24. General

Paragraph 1. If one or more conditions of these General Conditions of Purchase or of the agreement are null and void, reversed or non-enforceable, the other definitions shall remain in full force without prejudice. Parties shall replace the invalid condition(s) by a definition with similar meaning, that will correspond with the original condition as closely as possible.

Paragraph 2. The supplier shall not be entitled to transfer the agreement either completely or partially without Wicro Plastics BV's written consent. Such consent will not release the supplier from any obligations and will only be granted under the condition that all obligations of the agreement will be fulfilled.

Paragraph 3. Nothing from the agreement shall be deemed to create an agency, collaboration, joint venture or labor relationship between the parties concerned.

Paragraph 4. Termination of the agreement on whatever grounds, shall not entail the rights and obligations that expressively or due to their nature or contents result in continuous obligations, such as statements, guarantees, obligations with regard to confidentiality, intellectual property as well as rights and obligations that have arisen during the runtime of the agreement.

Article 25. Applicable law

Any Agreement between Wicro Plastics BV and the supplier is governed by Dutch law. The provisions of the Vienna Sales convention are not applicable, nor any future international legislation.

Article 26. Competent court

Any disputes with regard to the agreement between Wicro Plastics BV and the supplier will be settled exclusively by the competent court of the District court *Limburg*. However, Wicro Plastics BV shall remain entitled at all times to issue a summons against the supplier before the competent court according to the law or the applicable international treaty.

Article 27. Location of General Conditions of Purchase

These General Conditions of Purchase have been published on the website of Wicro Plastics BV, www.wicro.nl