

GENERAL PURCHASING CONDITIONS NEDINSCO

1. Relevance

1.1 These Purchasing Conditions apply to all tenders, orders and agreements relating to the supply of goods and services and the performance of additional services (hereinafter referred to as "deliveries") by the supplier to the private company (BV) Nederlandse Instrumenten Compagnie "Nedinsco", hereinafter referred to as "Nedinsco".

1.2 The general terms and conditions of the supplier are explicitly rejected by Nedinsco.

1.3 Deviation from - or additions to - these conditions requires explicit written consent by Nedinsco.

1.4 Agreed written agreements prevail in case of conflict over these general purchasing conditions.

1.5 If any provision of these terms is fully or partially destroyed by the court and/or deemed invalid, the provision shall be converted into a provision which, while maintaining as much as possible its content and purpose, is not voidable, and the remaining provisions of the general purchasing conditions and/or agreement will remain fully effective.

2. Intellectual property; licenses

2.1 The supplier warrants that the goods or business to be delivered to Nedinsco do not infringe intellectual property rights of third parties, and shall indemnify Nedinsco against all claims made against her to this effect. The supplier will compensate Nedinsco for all damage resulting from any infringement.

3. Delivery, packaging and shipping

3.1 Delivery shall occur "Delivered Duty Paid" (DDP) at Nedinsco in Venlo, according to the version of the Incoterms valid at the time of order, subject to the provisions in these conditions that remain undiminished. All delivery dates are fatal, such that, when exceeding, the supplier will immediately be in default. Partial deliveries are, unless subject to written consent by Nedinsco, not allowed. Every shipment must be accompanied with a packing slip and a freight document. The purchase order number, the product of the purchase order, the item number, and full details of the destination and consignee must appear on all shipping documents and stated on the outside of the packaging.

3.2 The supplier will deliver the goods as economically, safely and carefully as possible in accordance with applicable laws and regulations and such that the shipment can be handled during transport and unloading. The supplier shall ensure that the delivery reaches its destination in good condition.

3.3 No insurance or premium transportation costs will be allowed unless authorized in writing by Buyer's Purchasing Representative. Risk of loss to goods ordered hereunder, regardless of cause, shall be Seller's responsibility until the goods have been delivered in compliance with terms of transportation required by this Order. If Seller does not comply with the stated delivery schedule, Buyer may, in addition to any other rights which it may have at law or in equity, require delivery by the most expeditious way, and any charges resulting from the premium transportation shall be fully prepaid and absorbed by Seller.

Seller shall strictly comply with the delivery or performance schedule specified in the Order. No acts of Buyer, including without limitation acceptance of late deliveries or performance, shall constitute a waiver of this provision. Seller shall immediately notify Buyer in writing of any actual or potential delay in the deliveries or performance of this Order and such notice shall include the actions being taken to overcome or minimize the delay and a revised schedule using the Seller's best efforts; provided, however, that Buyer's receipt of such notice shall not constitute a waiver of Buyer's rights to timely deliveries and performance and remedies for any late deliveries or performance.

4. Transfer of ownership and inspection

4.1 Nedinsco has the right to inspect or audit the delivery before the time of delivery at the supplier by officials designated for that purpose. The supplier shall fully cooperate in such an event. The supplier cannot derive any prior rights from the results of an inspection.

4.2 Nedinsco has the right but not the obligation to inspect the delivery upon delivery at the agreed place prior to acceptance. Until the moment of approval, expenses and risks remain responsibility of the supplier.

4.3 If Nedinsco does not accept the goods delivered or the work performed, within one week the supplier shall, to the choice of Nedinsco:

- take care of free repair; or
- arrange free replacement of the goods or perform the work in accordance with the agreement; or

4.4 If the supplier fails to fulfill its obligation under Article 4.3 or does not do so to the satisfaction of Nedinsco, Nedinsco is entitled to perform the recovery itself or have it performed by a third party at the expense of the supplier. Nedinsco has the right to offset the costs incurred with the invoice of the supplier.

4.5 Notwithstanding the provisions in this article, Nedinsco claims the right to demand damage restitution and/or wholly or partially terminate the agreement.

4.6 Nedinsco is not liable for any damage suffered by the supplier as a result of disapproval and/or rejection.

4.7 Supplier agrees and will ensure that suspected unapproved and counterfeit items are not incorporated into goods delivered to Nedinsco through the implementation of policies that include prevention, detection and risk mitigation methods to protect against the use and delivery of suspected unapproved and counterfeit parts. In the event that the supplier notices or suspects that it has supplied counterfeit parts, he will inform Nedinsco immediately. At Nedinsco's request, the supplier must provide authorized supplier documentation that verifies the traceability of the parts with the applicable authorized supplier.

4.8 All requirements may be subject to Government Quality Assurance (GQA). You will be notified of any GQA activity to be performed.

4.9 Conflict Minerals. If Supplier supplies tin, tantalum, tungsten or gold (the "Conflict Minerals") or products containing such Conflict Minerals to Buyer, (i) Supplier commits to comply with all applicable laws and regulations related to Conflict Minerals; (ii) Supplier agrees to cooperate with Buyer by providing all necessary information in connection with Buyer's reasonable country of origin inquiry, and due diligence as necessary, with regard to products supplied by Supplier to Buyer which are Conflict Minerals or that contain Conflict Minerals; and (iii) Supplier must source Conflict Minerals from and verify to Buyer that the smelters or refiners in Supplier's supply chain are contained in the Conflict Free Smelter Program (CFSP). The CFSP publishes a list of smelters and refiners that are conflict free that is available at <http://www.conflictreesourcing.org/conflict-free-smelter-program/>. Should Supplier fail to comply with the terms of this Section for any reason, and at any time, Buyer reserves the right to immediately terminate or suspend this Order with such non-compliant Supplier, without any liability whatsoever.

4.10 The supplier will immediately inform Nedinsco when he discovers a non-compliant product.

4.11 The supplier will inform Nedinsco of changes in product and / or process, changes in suppliers and changes in locations of production facilities.

4.12 The Supplier shall be responsible for the conformity of all externally provided processes, products and services, including from sources defined by Nedinsco or her customers.

5. Warranty

5.1 Seller warrants to Buyer, its successors and assigns, that all goods provided hereunder shall be (i) merchantable, (ii) free from defects in material and workmanship, (iii) free from defects in design (unless the goods are provided in accordance with Buyer's design specifications), (iv) suitable for the purposes intended, (v) in compliance with all applicable specifications, drawings, and performance requirements, and, for any software provided with the goods, (vi) free from any viruses, malicious codes, worm, time bomb, self-help code, or other software code or routine designed to damage, destroy or alter any software, hardware or data, disable any computer automatically, or permit any unauthorized access to any software or hardware; and that all services provided hereunder shall be (i) free from defects in workmanship, (ii) suitable for the purposes intended, (iii) performed in a professional and workmanlike manner, and (iv) in compliance with all applicable specifications, drawings, and performance requirements.

5.2. If a defect or lack is noted by Nedinsco, the supplier is, upon demand of and to Nedinsco's choice, held responsible for: either repairing all defects free of charge or taking care of free replacement of the defective items, without prejudice to other rights of Nedinsco.

5.3. If the supplier fails to fulfill its obligation, Nedinsco has the right to perform the necessary recovery or have it performed by third parties at the expense and risk of the supplier. Nedinsco has the right to offset the (recovery) costs incurred with the invoice of the supplier.

6. Pricing, invoicing and payment

6.1 The agreed price is fixed and excluding all delivery, transportation, administration, small order costs etc.

6.2 Nedinsco does not accept delivery, transportation, administration, small order costs, etc. upon the price and is not required to meet these costs.

6.3 The invoice may be sent by the supplier after delivery.

6.4 Payment shall be made within 60 days of the invoice date, unless after delivery a complaint is made by Nedinsco about the quantity and/or quality of the delivered goods or business, in which case Nedinsco is entitled to suspend payment until the deficiency is corrected.

6.5 Nedinsco is at all times entitled to offset any debt claims of the supplier against its claims to the supplier, whether or not due and payable.

6.6 Nedinsco may demand a security deposit or bank guarantee borne by the supplier, or at least any other security, before she makes goods available or realizes (partial) advance payments. The supplier shall indemnify Nedinsco against any claims under social (insurance) premiums or levies by the government.

7. Termination for Convenience

7.1 Buyer, by written notice, may terminate this Order at any time, in whole or in part, without cause and/or for Buyer's convenience, and such termination shall not constitute a default. In such event, Buyer shall have all rights and obligations accruing both at law and in equity, including Buyer's rights to title and possession of any goods for which payment has been made. Seller shall be reimbursed for any actual, reasonable, substantiated and allowable costs, plus a reasonable profit, for work performed to date of termination. In no event shall the amount of any such reimbursement exceed the then-current value of the Order. Buyer may take immediate possession of all work so performed upon notice of termination.

B. Any termination settlement proposal shall be submitted to Buyer within ten (10) Days from the effective date of the termination. If Seller fails to submit a termination settlement proposal within this time period, or any extension thereof granted by Buyer in writing, then Seller irrevocably and forever waives and releases any termination claim.

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7.2 Termination for Default

A. Buyer may, by written notice of default to Seller, terminate this Order in whole or in part if Seller fails to (i) deliver the goods and/or perform the services within the time specified in this Order or any extension thereof granted by Buyer in writing, (ii) perform any of the other provisions or meet any of the requirements of this Order.

8. Secrecy

8.1 All devices provided by Nedinsco to the supplier, as well as know-how and information about the existence, nature and content of the agreement, including prices and other business information of Nedinsco, is kept secret by the provider (including its employees and any assistants) and therefore not in any way made public and will not be used for any other purpose than to fulfill the obligations arising from the agreement with Nedinsco, this being subject to explicit written consent by Nedinsco.

9. Non-competition

The supplier shall completely refrain from making quotations and/or offers either directly or through third parties to (potential) customers of Nedinsco.

10 Resources

10.1 All resources, such as models, design data, specifications, drawings, molds, (test) software, tools and other documents, made available to the supplier by Nedinsco for the performance of a contract are and remain under all circumstances (intellectual) ownership of Nedinsco. This also applies to devices the supplier has made or sent out to make in the context of the agreement with Nedinsco, regardless of whether or not he was paid to do so.

10.2 Upon demand, all resources and all copies made must be made available or returned to Nedinsco.

10.3 As long as the resources are in management of the supplier they will be provided with an attribute that indicates they are property of Nedinsco. The supplier will point others who would like to use these resources to the ownership rights of Nedinsco.

10.4 The supplier shall only use the resources mentioned in this article for the provision of supplies and the performance of activities for Nedinsco and shall not reveal them to third parties unless Nedinsco gave explicit written consent to do so.

10.5 Supplier shall bear the risk of loss or damage to the resources and is obliged to insure the risk at its own expense.

11. Order, safety and environment

11.1 The supplier, its employees and its associated third-party companies are obliged to consider statutory safety, health and environmental regulations.

11.2 Any business rules and regulations in the areas of safety, health and environment of Nedinsco, including the "NED standards", must be followed. A copy of these rules and regulations is available free of charge upon request of the supplier. Article 8 shall apply to these rules, regulations and "NED standards", such that the supplier is not allowed to distribute or otherwise publish them.

11.3 If any product and/or packaging safety information exists, the supplier is obliged to always directly deliver such information.

11.4 Chemicals

The Supplier guarantees and must comply with:

- the REACH directive EC/1907/2006.

- EC/1272/2008 Directive on Classification, Labeling and Packaging (CLP) based on the Globally Harmonized System (GHS)

- EG/2011/65, the ROHS directive for all products containing electronics.

The supplier must notify Nedinsco if the following substances are contained in its product: all SVHC, CMR, PBT, vPvB, ROHS substances.

12. Liability

12.1 The determination of any liability and the extent of damage restitution to be paid by the supplier for damages suffered by Nedinsco will be determined in accordance with Dutch law.

12.2 Supplier shall indemnify Nedinsco against all third party claims for damages in any way related to the execution of the agreement.

12.3 The supplier shall ensure adequate insurance, including product liability and product recall insurance, providing adequate coverage. Upon request of Nedinsco the supplier shall provide (certified) copy of the policies and certificates of premium payment forthwith.

12.4 The supplier hereby cedes all claims for payment of insurance proceeds in advance to Nedinsco, to the extent related to damage for which the supplier is liable towards Nedinsco.

13. Transfer of rights and obligations

13.1 The supplier shall not subcontract its compliance with the agreement to third parties nor wholly or partially transmit its rights and obligations to third parties without prior written consent by Nedinsco.

13.2 Consent by Nedinsco, as referred to above, does not relieve the supplier from its obligations under the agreement.

14 Delivery after production run-out

14.1 If the supplier intends to discontinue production of one or more products delivered to Nedinsco, Nedinsco is to be informed of these developments as soon as possible and in any case in such a timely manner for Nedinsco to be entitled to a right of final sale.

14.2 The supplier is obliged to deliver the goods and/or parts to Nedinsco for a period of at least 6 months after the last regular supply of these goods on the basis of the agreed yet indexed price.

14.3 After these six months, the supplier is obliged to provide an alternative that is equivalent, also in terms of cost, to the goods previously delivered.

15. Costs

Notwithstanding any other rights of Nedinsco, all actually incurred judicial costs (including the amount Nedinsco owes its lawyer) as well as extrajudicial costs, plus an interest of 1% per month, are the expense of the supplier.

16. Compliance with export and embargo regulations

16.1 The supplier must comply with all applicable national and international laws and regulations in the field of customs and export. The Supplier must provide all information and particulars that Nedinsco needs in order to comply with all trade regulations with regard to the export, import or re-export of goods, in particular, but not limited, within ten working days after the order date - and if other changes occur immediately.

- All applicable Export List Numbers, including the U.S. Export Control Classification Number, Commerce Control List (ECCN);

- the goods code numbers according to the applicable goods classification for foreign trade statistics and the Harmonized System Code; and
- the country of origin (non-preferential origin)

and, at the request of the principal, all suppliers' declarations regarding the preferential origin (for European suppliers) or a preferential certificate (for non-European suppliers).

The Supplier will inform Nedinsco in writing in detail of all existing or possible licensing requirements for export or re-export under national export and customs legislation and the regulations regarding the country of origin of the goods or services.

If the supplier acts contrary to a provision of this article, it is obliged towards Nedinsco to compensate all direct or indirect damage suffered as a result.

17. Applicable law, Disputes

17.1 Any disputes arising from or in connection with this agreement shall be settled in accordance with the Arbitration Rules of the

International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with aforementioned rules.

17.2 To all agreements and any other legal relationships between supplier and Nedinsco only Dutch law applies, to the exclusion of the UN Sales Convention signed in Vienna on April 11 1980 (CISG) Trb 1981, 184 and 1986, 61. The arbitration shall be settled in s-Hertogenbosch (NL) and in the Dutch language.

17.3 Supplier will comply with any applicable mandatory law or regulation affecting their rights and obligations under a purchase order.

18 Additional Terms for Purchase orders supporting US Government Contracts and Subcontracts

18.1 If the Purchase Order is in support of a U.S. Government contract or subcontract, Supplier agrees that Supplier shall comply with the below terms and the following FAR (as in effect on the date of the Purchase Order; (see FAR for full text of references)), to the extent applicable to the Purchase Order: The Controller General of the United States, an appropriate Inspector General appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials and Nedinsco shall have access to and right to: (a) examine any of the Supplier's records that pertain to, and involve transactions relating to, the Purchase Order; and (b) interview any officer or employee regarding such transactions. • 48 C.F.R. § 52.203-13 Contractor Code of Business Ethics and Conduct (Note: See paragraph (d) of this provision for applicability) • 48 C.F.R. § 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Note: Applies if the Purchase Order is subject to funding under the Recovery Act) • 48 C.F.R. § 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements • 48 C.F.R. § 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Note: See paragraph (c) of this provision for applicability) • 48 C.F.R. § 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Section 1634 of Pub. L. 115-91) • 48 C.F.R. § 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Section 889(a)(1)(A) of Pub. L. 115-232) • 48 C.F.R. § 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Note: All provisions listed in 48 C.F.R. § 52.212-5(e)(1)). • 48 C.F.R. § 52.219-8 Utilization of Small Business Concerns (Note: Applies if Nedinsco's Purchase Order exceeds \$700,000 (or \$1.5 million for construction of any public facility) and Supplier is not a small business concern) • 48 C.F.R. § 52.222-21 Prohibition of Segregated Facilities • 48 C.F.R. § 52.222-26 Equal Opportunity • 48 C.F.R. § 52.222-35 Equal Opportunity for Veterans (Note: Applies if Nedinsco's Purchase Order equals or exceeds \$150,000) • 48 C.F.R. § 52.222-36 Affirmative Action for Workers with Disabilities (Note: Applies if Nedinsco's Purchase Order exceeds \$15,000) • 48 C.F.R. § 52.222-37 Employment Reports on Veterans (Note: Applies if Nedinsco's Purchase Order equals or exceeds \$150,000) • 48 C.F.R. § 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Note: Applies if Nedinsco's Purchase Order exceeds \$10,000)

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