

Article 1 Applicability of the general purchase conditions

These general purchase conditions (hereinafter referred to as: "the(se) conditions") form part of any agreements concluded between BOAL Systemen B.V. on the one hand (hereinafter referred to as: "BOAL") and third parties on the other hand (hereinafter referred to as: "the contractor") and offers submitted by the contracting Party, relating to the delivery of movable property and/or the provision of services (also including contracts for services and contractor agreements) by the contractor. These conditions shall also, after they have become part of any agreement between BOAL and a Contractor, form part of agreements concluded later between BOAL and the contractor, even if at the conclusion of the agreements concluded subsequently there has been no reference to the applicability of these conditions, unless the Parties have expressly agreed otherwise in writing.

Article 2 Conclusion of an agreement

2.1 Agreements between BOAL and the contractor will only be concluded after an offer from the contractor has been expressly accepted in writing by BOAL or after BOAL has accepted the offer in question by explicitly performing the agreement. Unless explicitly provided otherwise in writing in the offer, all offers will be deemed to be irrevocable for a period of at least three months.

2.2 Agreements between BOAL and the contractor on the basis of an offer from BOAL will only be concluded after the contractor has accepted the offer expressly in writing, however, on the understanding that each offer from BOAL shall be without any obligations. Therefore, BOAL may revoke it each time but no later than forthwith after the (written) acceptance thereof by the contractor.

2.3 In the event that agreements between BOAL and the contractor relate to the delivery of works BOAL delivers on to third parties (including customers of BOAL) or to services for which the contractor acts as subcontractor, BOAL is deemed to have acted upon the conclusion of these agreements indeed in its own name, but as indirect agent ('middellijk vertegenwoordiger') of the third parties or the party for which the services offered as subcontractor are in fact performed, such unless expressly otherwise agreed in writing.

Article 3 Prices

3.1 All prices are fixed and in accordance with the delivery referred to in article 6, excluding turnover tax and in so far as it regards delivery of goods, including proper packaging and including all other levies and taxes. Setoff of any exchange rate differences is not possible.

3.2 The contractor shall only charge the rates agreed on with BOAL for services to be provided by the contractor or, if no rate agreements have been made, the current rates of the contractor provided that these rates are reasonable and do not exceed the rates generally charged in the free trade for the current or, within reason, comparable services.

Article 4 Delivery date

The contractor shall strictly comply with the delivery date referred to in the order/contract or, if it regards services, the date of performance and/or completion. Deadlines stated by the contractor will always be final deadlines. If a deadline is not met, without prior written acceptance by BOAL, BOAL will in all cases reserve the right to terminate the delivery or contract, in whole or in part, by giving notice of termination or to terminate the agreement without notice of default and without judicial intervention being required and without prejudice to BOAL's other rights vis-à-vis the contractor.

Article 5 Early termination

BOAL reserves the right, in case of services performed by the contractor, to have the agreement to this effect terminated early by means of a notice of termination, without prejudice to BOAL's right to termination thereof. Where appropriate the contractor shall be entitled to payment of the agreed price for the services for the part that the services have been performed in accordance with the agreement and to payment of the costs reasonably incurred by the contractor before the termination, which in fairness cannot be reversed anymore and which are not included in the payment thus received. The contractor shall provide insight into the costs and in respect of these costs at the request of BOAL grant an accountant, designated by both Parties at their joint expense, inspection of the contractor's accounts.

Article 6 Delivery

6.1 All deliveries shall be DDP (Delivery Duty Paid), unless expressly agreed otherwise in writing. If the delivery is collected by or on behalf of BOAL, the contractor shall help loading without charging any costs.

6.2 Any documents related to, or connected with, the delivery or the service in question, as but not limited to: licences, certificates, certificates of origin, packing lists and such shall no later than the time of delivery or completion of the contract be presented to BOAL or, where possible, be sent to BOAL in advance.

Article 7 Transfer of ownership and risk

In case of delivery of goods, even in case of maintenance, replacement of parts or otherwise, the ownership of the delivered goods or the goods to be delivered will be transferred to BOAL at the time the goods to be delivered are identified and/or separated as being designated for BOAL, at the contractor's location. In case of deliveries taking place to perform a Contractor agreement the delivery is at BOAL's risk at the time of completion of the work. In all other cases, the delivery is at BOAL's risk at the time the delivery has been accepted by BOAL. In the event that the delivery is returned to the contractor as a result of rejection of the delivery by BOAL, the risk of the delivery in question will again rest with the Contractor as of the moment the delivery was sent to the contractor.

Article 8 Maintenance of installations, computer hardware and software

8.1 The contractor may only carry out maintenance to the equipment, installations and software of BOAL if the contractor has been given a prior written instruction from BOAL, notwithstanding the other limitations referred to in this article. For maintenance carried out by the contractor without written permission from BOAL, BOAL does not have to pay the contractor a reimbursement of whatever nature.

8.2 If BOAL has described the maintenance specifically ("specific maintenance") the contractor only has the right to carry out this specific maintenance. In the event that BOAL has given the order to carry out (general) periodic maintenance ("periodic maintenance"), the contractor shall only have the right to carry out the maintenance, in accordance with the maintenance schedule provided by the manufacturer of the equipment in question or the installation or software in question, which should at least be carried out as well as carrying out maintenance required to comply with statutory regulations regarding the qualities of the equipment, installation or, as the case may be, the software.

8.3 The contractor shall, before carrying out the maintenance in question, contact BOAL and be granted prior permission by BOAL to carry out the maintenance in question in the following cases:

- in the event that the contractor foresees that in the performance of specific or periodic maintenance the costs of the maintenance will exceed the quoted price;
- in case, in the reasonable opinion of the contractor, maintenance or repair of the equipment, installation or software in question, within reason, is no longer economic in relation to, for instance, the expected life span of the equipment or installation, the residual value thereof or the expected durability of the repairs, the use made of the software or the costs of replacing software and/or updates thereof.

Article 9 Incoming goods inspection

9.1 BOAL does not have the obligation to inspect the delivered goods or provided software after accepting the goods or to have these goods or software inspected, notwithstanding stipulations made by the contractor in this respect in an order confirmation or similar document or on documents accompanying the delivery. At the first request of BOAL the Contractor will grant access to and/or inspection of the quality control and security data and inspection data within the organisation of the contractor.

9.2 BOAL is under no obligation to accept any margin of deviation from the agreed specifications or, if further specifications have not been agreed upon, from the qualities BOAL reasonably could expect. The assessment by BOAL of the qualities of the delivery will be deemed between the Parties to be exclusive evidence, subject to evidence to the contrary.

9.3 Without prejudice to the provisions of article 10.1 and 10.2 the contractor shall inform BOAL, in advance and in writing, of any change, of any nature and size, of the composition or the qualities of the goods to be delivered, the packaging thereof or the software. If this notice is received by BOAL after conclusion of the agreement, BOAL has the right to terminate the agreement and therefore to cancel the delivery or, at the discretion of BOAL, to terminate the agreement without being held to pay any damages of whatever nature.

Article 10 Invoices, dispatch notes and packing lists

10.1 All invoices shall be submitted in a single copy and at least contain the following data/appendices:

- the address where the work has been performed or the delivery actually has been made;
- an overview of the work performed or a specification of the delivery;
- the date on which the work has been performed or the delivery actually has been made, the number of hours worked, the wage costs per hour and the materials used (stating the unit prices);
- a work slip signed by BOAL or a reference or order number (when issued by BOAL).

Not complying with the request in the order/contract to send dispatch notes and packing lists to the addresses provided for this purpose by BOAL, and in the absence of such addresses, to BOAL's address, and not completely or incorrectly completing these documents with all required data, as but not limited to the above, will cause a delay in the payment of the invoice amount without giving the Contractor the right to terminate the agreement or without giving the Contractor the right to additional damages. Any terms made payable on the part of the Contractor will then not be deemed to be strict deadlines within the context of Section 6:83 under a of the Dutch Civil Code.

10.2 If services provided or goods delivered are not invoiced to BOAL within 16 weeks of the performance of the work or the delivery then the right to payment thereof shall lapse.

Article 11 Goods to be provided

All goods made available by BOAL to the contractor in the context of the performance of the agreement will only be provided by way of loan.

Article 12 Drawings and pictures

12.1 Any drawings, photographs, moulds and such provided by BOAL will remain the (intellectual) property of BOAL and must be returned to BOAL forthwith, after termination of production and/or after termination of the agreement, or at the first request of BOAL. The contractor may not use the above-mentioned drawings, moulds and such, and not have third parties use them, for or in connection with any other purpose than delivering the agreed performance(s) to BOAL.

12.2 If, on the instruction of BOAL, works are achieved on which intellectual and/or industrial property rights rest or may arise, then these are hereby transferred to BOAL, as BOAL accepts these rights. In so far as the Parties, contrary to the above, have agreed, expressly and in writing, that BOAL will be given a licence to use the above-mentioned works then this licence will be perpetual, exclusive and transferable in addition to which BOAL will also have the right to grant sub-licences.

Article 13 Acceptance and termination

Receipt of the ordered goods and/or repaired or maintained equipment, installations or software, or payment of the amounts charged to BOAL in relation thereto will not imply acceptance of these goods, software or services. Even if after receipt and/or payment it should become apparent that the goods do not comply with the order and/or specification of the described requirements and/or do not possess the qualities BOAL could, within reason, expect, then BOAL has the right to terminate the agreement, in whole or in part, without (further) notice of default or judicial intervention and without prejudice to BOAL's other legal rights.

Article 14 Warranty*Delivery of goods*

14.1 The contractor warrants that the delivered goods are suitable for the use BOAL or if BOAL resells the goods to third parties (including BOAL's customers), these third parties, intend to make of the goods and the contractor states to be aware of this use. In the case of delivery of goods, the contractor shall on the first demand of BOAL repair, at its own expense, any faults and defects, which appear with regards to the good(s) within a period of 18 months after being put into operation or no later than 24 months after delivery of any good, unless they are caused by normal wear and tear or improper use (such to be proved by the Contractor) and unless BOAL or the above-mentioned third parties, within reason, could expect that the fault or defect in question would not occur for a longer period than the above-mentioned periods, in which case the above-mentioned obligation to repair will be extended for this longer period.

Contract and contracting for work in general

14.2 If services are provided, the contractor will at least observe the care of a professional, competent contractor. If the contractor has special qualifications, the contract will have to be carried out in accordance with these qualifications. The contractor guarantees that all services will be performed in accordance with the applicable legal (safety) procedures and the regulations of the manufacturer/supplier.

Maintenance/contracting for work

14.3 All parts to be replaced within the context of the maintenance activities to be performed by the contractor (other than with regard to the software, but including repairs) shall be new and shall have a manufacturer's warranty and/or the importer's warranty.

14.4 The contractor guarantees the proper performance of the maintenance and/or performance of the work carried out by the contractor and the materials used within the context of the performance thereof for a period of twelve months, calculated as of the date on which the equipment or installation in question has again been brought into use by BOAL, unless the manufacturer or the supplier of said materials has granted a guarantee on said materials with a longer duration, in which case the guarantee granted by the contractor has at least this longer duration.

14.5 The warranty provided under paragraph 15.3 and 15.4 includes performing, in a proper manner, maintenance that at first has been performed incorrectly. If the maintenance has been performed incorrectly BOAL will inform the Contractor thereof in writing. If the maintenance still to be performed by the contractor in the reasonable opinion of BOAL is no longer possible or worthwhile, then BOAL shall be entitled to substitute and additional damages.

14.6 The costs arising from and related to the above-mentioned repair by third parties shall be at the expense of the contractor. The contractor shall pay these costs to BOAL within 30 calendar days after BOAL has sent a specified invoice, without the contractor being entitled to set-off.

14.7 The contractor will leave the location where the work has been performed tidy and clean and remove and destroy (and have destroyed) all waste (including the left-over building materials) in the legally prescribed manner.

Software

14.8 In case of delivery of standard software BOAL has been granted a user licence for, this licence shall be perpetual, non-exclusive and transferable. BOAL also has the right to grant sub-licences on the basis of its own (sub) licence conditions. In the case of delivery of custom-made software the copyrights will rest with BOAL as of the moment of origin, or at least if this is not possible legally, the Contractor shall, at the first request of BOAL, transfer the copyrights to BOAL.

14.9 The contractor guarantees that the software will not violate any intellectual property right of third parties and indemnifies BOAL with regard to any (alleged) claim in this respect. The Contractor furthermore guarantees that the software:

- for a period of five years after acceptance thereof by BOAL possesses the agreed qualities and is also suitable for the purpose BOAL uses or intends to use the software at the time of purchase, which purpose the supplier/ contractor is aware of;
- is efficient, reliable and has been written in a mutually consistent manner;
- is suitable to use in connection with the other software and computer equipment used by BOAL the contractor has informed itself about.

14.10 The contractor shall upon the first notice of BOAL, for its own account, repair defects in the software that occur in the period of twelve months after the software has been taken into (operational) use by BOAL.

Repair by third parties

14.11 If detected faults or defects or maintenance that has been performed incorrectly in the reasonable opinion of BOAL requires immediate repair and the contractor is not able to carry out the repair immediately, then BOAL shall have the right to have the repair carried out by a third party with a good reputation. The same applies in case of non-fulfilment of the obligation to rectify mistakes, repair defects or maintenance that has been performed incorrectly, as referred to in the preceding paragraphs, by the contractor. The costs arising from and related to the above-mentioned repair by third parties shall be at the expense of the contractor. The contractor shall pay these costs to BOAL within 30 calendar days after BOAL has sent a specified invoice, without the contractor being entitled to set-off.

Article 15 Subcontracting by the contractor

The Contractor shall perform the agreed work in person, unless expressly agreed otherwise. In so far as the contractor is a legal entity, the contractor shall have its own personnel perform the agreed work. Contracting out the agreed work to third parties shall only be allowed with prior written approval of BOAL. If the contractor, with due observance of the above, procures the delivered goods or the goods to be delivered or the services, from a third party, then the contractor shall provide BOAL in writing, at BOAL's first request, with the name, address and residence of the above-mentioned third party.

Article 16 Liability

16.1 The contractor is liable for, and shall indemnify BOAL against, all damage incurred by BOAL, arising from or related to a culpable failure on the part of the contractor to fulfil any obligation arising from an agreement concluded with the contractor or arising from an unlawful act committed by the contractor against BOAL, its subordinates or third parties. The contractor shall take out a reliable insurance for the risk that its potential liabilities arising from the agreement(s) concluded with BOAL will be realised and shall continue this insurance during the term of the above-mentioned agreement(s). At the first request from BOAL to that effect the contractor will grant BOAL access to the original insurance policy/policies.

16.2 In the event of liability of the contractor as referred to in the preceding paragraph, the contractor shall also be liable for any judicial and extra-judicial costs, reasonably incurred by BOAL to obtain settlement of its claim in addition to which BOAL in any case will be entitled to charge the contractor 10% of the total claim with a minimum of € 250 for extra-judicial costs, such unless the real extra-judicial costs are higher and such also to encourage the proper performance by the contractor.

Article 17 Payment

Payment shall take place within 30 days of receipt of the invoice unless BOAL complains about the quality or quantity of the delivery after receipt thereof or after the services have been performed. Payments in advance shall only be made by BOAL if this has expressly been agreed in writing. In such a case, all payments made in advance shall be deemed to be loans to the contractor until the goods to be delivered by the contractor have fully been delivered and/or the services to be performed by the contractor have been performed.

Article 18 Security

At the first request from BOAL to that effect, the contractor shall provide sufficient security for the fulfilment of its obligations pursuant to the agreement concluded with BOAL, such by means of issuing an irrevocable bank guarantee at a Dutch banking institution with a good reputation or by providing another, reasonably comparable, security.

Article 19 Confidentiality

The contractor shall not provide third parties with information the contractor has been made aware of is confidential or information the contractor reasonably should have realised is confidential, unless this is required for the proper performance of its obligations towards BOAL.

Article 20 Governing Law and Disputes

Dutch law shall apply to all agreements between BOAL and the contractor, with the exception of the Vienna Sales Convention. All disputes will be judged by the competent Court in The Hague, unless BOAL prefers to submit the dispute to the competent Court in the residence or place of business of the contractor.

Article 21 Translation

In case of discrepancies between these conditions in the Dutch language and translations thereof, the Dutch version shall be binding.