



## The Colt General Conditions of Purchase

### Article 1 Applicability

1. Unless the parties have agreed otherwise in writing, these conditions shall apply to all contracts (for professional services), hereinafter referred to each time as 'the Contract', to be concluded with Colt International BV, Colt International Beheer BV en/of Colt International Productie BV, hereinafter referred to as 'COLT', for services or work and/or goods to be delivered by another party, hereinafter referred to as 'Supplier'. Henceforth, only services will be mentioned which, in the context of these Conditions, also include work (activities) to be performed and/or goods to be delivered.
2. COLT explicitly rejects the applicability of any conditions used by Supplier.
3. The applicability of articles 14 till 20 hereunder is governed by article 13 hereunder.

### Article 2 Obligations of Supplier

Supplier must at all times:

- 1 perform the services it is to provide properly and soundly and in compliance with the terms of the contract, also with due observance of the relevant statutory provisions, and not do or cause damage, to any extent whatsoever, to third parties;
- 2 have the services it is to provide carried out accurately, by skilled employees and under good management and supervision;
- 3 follow only instructions to be given by COLT (the principal of COLT disregarding), unless otherwise agreed in the contract;
- 4 perform and/or deliver the services timely. Agreed delivery times are fatal, which means that Supplier will be in default if and when he doesn't comply with such delivery time;
- 5 if the so-called Wet Ketenaansprakelijkheid (article 35 of the Collection of State Taxes Act (Invorderingswet)), as well as any rules or implementing rules or guidelines based on them, hereinafter referred to jointly as: 'WKA', apply to the services, have available and show at the request of COLT the proofs of registration and/or permits required in that context;
- 6 if the WKA is applicable to the services, each time at the request of COLT, but at least once every quarter, show a certificate regarding its payment record to the tax authority, as well as showing a certificate regarding its payment of wage tax and/or national insurance contributions due;
- 7 strictly fulfil all its obligations towards the employees deployed by it;
- 8 indemnify COLT against any possible liability on the part of COLT towards third parties or claims of third parties for noncompliance by Supplier or Suppliers following it with obligations under the contract or under the law, including the WKA and the Aliens Employment Act (Wet Arbeid Vreemdelingen).

9 meet the requirements set by health and safety and environmental laws. Unless agreed upon differently Supplier (and its sub suppliers) need to possess a so-called VCA-certificate;

10 make only use of (auxiliary) means of production, personal protective equipment and technical design and construction that meet or comply with all legal requirements. Used equipment needs to have a CE quality mark (conformity statement) and needs to be audited frequently;

11 guarantee the continuity of the services (delivery). This means that Supplier will never suspend any of its obligations towards COLT and will stop service delivery and that Supplier will not invoke any right of retention towards COLT.

12 Supplier will ensure that its staff as well as other persons involved in (the delivery of and/or the performance of) the services will comply with the above.

### Article 3 Manner of working, miscellaneous

1. COLT will inform Supplier within a reasonable time before the date on which, according to the contract, the performance of the work is supposed to start, if Supplier cannot start its work at the agreed time. An agreed service delivery time will then be extended pro rate. Supplier will inform COLT immediately and in writing if and when he cannot timely deliver the services or parts of it, for whatever reason. This is without prejudice to the provision of article 2 paragraph 1 under 4).
2. If requested to do so, Supplier must make weekly or monthly reports according to a model to be provided or approved by COLT and present the reports it has filled in and signed each week to COLT for approval.
3. Supplier must use and maintain any resources provided by or on behalf of COLT for the performance of the services properly, failing which it shall be liable for any damage and costs resulting from incompetent, incorrect and/or otherwise faulty use and/or maintenance thereof. Unless agreed upon differently it is assumed that the resources were in good condition at the moment of disposal to Supplier.
4. If applicable, Supplier must collect and remove waste, rubble and suchlike relating to the services daily at its own expense and risk.
5. Supplier is not authorized to have the work or part of it performed by third parties, including workers made available (hired out to it), except with prior written permission from COLT. Such permission leaves intact Supplier's liability for the proper and adequate fulfilment of its obligations deriving from the Contract.
6. COLT may attach conditions to the permission referred to in paragraph 5.
7. In so far as the contract pertains to the execution or creation of a work, parties will draw up and agree a delivery protocol at an early stage, failing which delivery will take place in accordance with the provisions of § 9 and



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10 of the Uniform Administrative Conditions for the Execution of Works 2012 (UAV). The risk for a work shall pass to COLT or a third party only after delivery in accordance with this protocol or the aforementioned paragraphs of the UAV.

**8.** If and insofar COLT on the basis of or in the context of the Contract hands over or issues one or more goods for processing to Supplier, those goods at all times remain the full and complete property of COLT. Supplier shall store those goods as belonging to COLT and in such a way that these are separated from other goods stored at Suppliers' premises. Supplier will mark or designate the goods in such a way, that it will always be obvious to thirds that the goods belong to COLT. Supplier will prevent third parties, who want to recover on one or more of the goods as aforementioned, to do so or inform them immediately of COLT's ownership of the goods.

**9.** In the case referred to in paragraph 8 above, Supplier shall immediately inform COLT, if and when one or more third parties wish to recover on the goods of COLT or there is a reasonable suspicion that that will or could happen.

**10.** In the above case referred to in paragraph 8 COLT always is entitled to remove goods owned by her and Supplier will (always and unconditionally) cooperate with and/or support such removal. Supplier shall in this respect in no case and/or under no circumstances invoke any right of retention and / or a right to suspend services.

### Article 4 Contract sum

**1.** Unless explicitly agreed otherwise, the Contract and/or the services will be performed for a fixed, all-in contract sum, not to be offset.

**2.** Additional work shall qualify for payment only with prior, written instructions to that effect from COLT.

### Article 5 Payment/Invoicing

**1.** Invoices to be sent by Supplier to COLT will be paid within 60 days of the end of the month of receipt and approval of the relevant invoice, with due observance of the provisions of the following paragraphs.

**2.** COLT will pay the contract sum only if and as soon as the services or the part to which an invoice relates has been completed or delivered by Supplier to the satisfaction of COLT and after Supplier, if asked, has demonstrated that it has fulfilled all obligations to which it is subject under Articles 2 and 3.

**3.** In so far as the WKA is applicable to the (performance of the) services, except in the case referred to in Article 2 paragraph 2, COLT will always have the right to pay the services owed payroll taxes, which means wage taxes, social security, employee insurance contributions and income-related health insurance to be paid by supplier, to Supplier by a. depositing a sum not exceeding the amount of those taxes in its blocked account within the meaning of

the WKA; or b. withholding them from the contract sum and paying them on Supplier's behalf directly to the relevant industrial insurance board or collector of direct taxes.

**4.** In cases as referred to in paragraph 3, by paying the contributions or sums in question in the way as set out in paragraph 3, COLT will be discharged with respect to Supplier as far as these sums are concerned.

**5.** Supplier must invoice the sums to which it is entitled under the contract within one month at the latest after completing or delivering the services to COLT.

**6.** If and in so far as Supplier invoices the sums to which it is entitled later (after the above-mentioned one month) COLT will not owe the entire invoice amount, but shall be entitled to deduct a reduction, which reduction will be equal to the number of weeks invoiced later (after expiry of the aforementioned period of one month) multiplied by 5 % of the invoice amount, subject to a minimum of € 500.

**7.** If and in so far as Supplier has not invoiced COLT for the sums to which it is entitled under this contract within 6 months at the latest after completing or delivering the services, Supplier's right to payment of the sums in question and the services performed for them shall lapse.

**8.** The foregoing shall not affect Supplier's obligation to inform COLT immediately in writing of the fact that and the reasons why Supplier is or expects to be unable to invoice the sums to which it is entitled under the contract within the above-mentioned period of one month.

**9.** Payment of any invoice by COLT shall not mean that it waives any of its rights with respect to that invoice or the services charged by way of that invoice.

### Article 6 Warranty

**1.** Supplier must remedy (or have remedied) any defect reported to it by COLT in or relating to a delivered service within the warranty period as soon as possible, without any costs for COLT. Supplier shall bear all additional costs for this, of whatever nature and/or amount. If Supplier has modified, repaired or replaced any (parts of a) service on the basis of this obligation, the full warranty period will enter into effect again with respect to these services or parts.

**2.** If no other warranty period is included in the contract, Supplier must warrant the quality of the services it has delivered for the duration of two years.

**3.** The warranty period shall start at the time of the delivery or completion of the service in question or at the moment of commissioning of a service delivered, whichever of both is the latest.

**4.** COLT is entitled to transfer (its rights towards Supplier arising from) a warranty to one or more of its principals and/or third parties.

### Article 7 Liability and insurance

**1.** Supplier shall be liable for all damage, of whatever nature and/or size, which might arise through or in



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connection with the performance of the Contract for COLT and/or third parties, whether or not as a result of acts, including omissions, of Supplier, its employees or other persons involved directly or indirectly by Supplier in performing the contract.

2. Paragraph 1 shall apply equally in case of damage of any nature and/or size which is directly or indirectly a result of an attributable failure in performing the Contract by or on behalf of Supplier.

3. Supplier must indemnify COLT unconditionally for the damages referred to in paragraphs 1 and 2.

4. Supplier must insure itself properly and adequately against liability as referred to in the preceding paragraphs. Immediately at the request of COLT, Supplier must allow it to inspect the relevant insurance policies and (then) if necessary in the opinion of COLT, have the insured amounts raised.

5. Supplier must insure any equipment used by it or on its behalf to carry out the services in accordance with the provisions of the Civil Liability Insurance (Motor Vehicles) Act (WAM), whereby COLT must be listed as co-insured on the policy. The insurance must also cover damage arising from the use of the equipment (work risks), including damage to underground and aboveground cables, pipes and other obstacles. The last sentence of paragraph 4 will apply equally.

### Article 8 Notice of termination or termination of the contract.

1. Each of the parties may give notice of termination of the Contract by registered letter sent with acknowledgment of receipt in the following cases: a. if the other party is declared insolvent; b. if the other party is granted a suspension of payment; c. if the other party attributably fails to comply with important or essential obligations under this Contract and after being put in default by the first party is still in default during a reasonable period set by the first party of at least 30 days to (finally) remedy the shortcoming(s) in question.

2. In addition to the grounds referred to above in paragraph 1, COLT shall have the right to terminate this Contract if services are performed or delivered by Supplier under the contract for a principal of COLT, based on a contract concluded between that principal and COLT (on behalf of COLT) and the contract in question is terminated for any reason or changed or adjusted in such a way that the services or at any rate a substantial part of them is/are no longer part of that contract, or COLT is no longer required or instructed to perform those services, or at any rate a substantial part of them (or have them performed) for its principal.

3. In case COLT terminates the contract on the basis of paragraph 2, COLT will observe a notice period of 3 months at most, although this period will never be longer than the period between the time of the aforementioned termination by COLT and the time of termination of the

contract between COLT and its principal.

4. Notice of termination or termination of this contract on the basis of this article shall not make the party giving notice of termination liable for damages with respect to the terminated party.

### Article 9 Intellectual property rights

1. Drawings, illustrations, calculations, computations etc., which are provided by COLT to Supplier – hereunder also to be understood those drawings, illustrations, calculations, computations, etc, that are provided to the Supplier by COLT before the moment of closure of the Contract – shall remain the property of COLT and Supplier may not reproduce them, hand them over or disclose them to or allow them to be used by any third party in another way, other than for the purpose of the work to be performed by Supplier under the Contract. The above-mentioned drawings etc. must be returned to COLT immediately on request.

2. COLT shall be solely and exclusively entitled to findings, results and/or other outcomes of the performance of the contract, irrespective of whether intellectual property rights can be established in these findings, results and/or outcomes. Immediately at the request of COLT, Supplier must hand over the relevant data, information, documents and/or other records or items to COLT. In so far as COLT wants to establish intellectual property rights in the aforementioned findings, results and/or other outcomes for itself or a third party, Supplier must cooperate fully with this and refrain from any act that could hinder or delay the establishment of such an intellectual property right.

3. If and insofar as Supplier is in breach of the provisions of the preceding paragraphs, - the behavior of staff or (sub)suppliers from supplier will be attributed to Supplier - Supplier forfeits an immediately payable penalty of € 25,000 per offense, without any notice or other action on the part of COLT being required and without prejudice to the provisions of paragraph 4 hereunder.

4. Supplier shall be liable for any loss that might arise for COLT and/or for third parties as a result of any infringement or alleged infringement on patents, licences, copyrights, a registered drawing or design, a trade name or trademark or similar rights, which Supplier uses in performing the contract or which it infringes in this context. Supplier indemnifies COLT for all claims of anyone or any nature, subject to compensation of losses resulting from an infringement as referred to above.

### Article 10 Confidentiality

Supplier must treat all business information relating to COLT or any principal of COLT, the confidential nature of which may be presumed, with confidentiality and use it only in the context of performing the contract. Supplier must not disclose this information in any way to third



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parties, except if required to do so in the context of performing the Contract.

### Article 11 Prohibition of assignment and pledge

Supplier shall be prohibited from assigning, pledging or transferring on any basis its claims against and/or rights with respect to COLT ensuing from the Contract to a third party without written permission from COLT.

### Article 12 Disputes

1. All disputes of any nature and extent which might arise on the basis of the contract shall be resolved by the competent court in 's-Hertogenbosch.
2. The contract shall be governed exclusively by Dutch law, although the applicability of the Vienna Sales Convention is expressly excluded.

### Article 13 Applicability

1. These additional terms and conditions of purchase apply if and as soon as the order from COLT to the Supplier (also) includes the supply of goods (whether or not including installation or assembly).
2. These additional terms and conditions for the purchase of goods are an addition to the provisions laid down in articles 1 to 12 inclusive above. Consequently, those provisions will remain in full force and continue to apply in full. Where reference is made in the articles above to 'services', this also includes the goods to be delivered by Supplier.

### Article 14 Quality and scope

1. Supplier guarantees that the goods supplied by it or on its behalf are new (unless explicitly agreed otherwise), of good quality, free from defects in material and workmanship and manufacturing defects and comply with the usual reliability and finishing requirements. Goods supplied must in all cases comply with the specifications given and/or performance described by Supplier and be suitable for the purpose for which they have been supplied or will be used.
2. Goods delivered must in any case comply with the relevant (at the time of delivery or completion) quality and safety requirements set by or on behalf of competent government agencies or public authorities, as well as with other (types of) requirements or regulations set by the government, including, but not limited to the requirements or regulations in force or set pursuant to or based on EC directives.
3. If operating, assembly and maintenance instructions or manuals or other written materials apply to the goods delivered, so-called 'certificates of conformity' or any other certificate must be issued with regard to them, these must be drafted in Dutch and be enclosed, unless explicitly agreed otherwise.
4. If aids are necessary or required for the proper

operation of one or more goods to be delivered, they will be delivered by Supplier along with the goods; the costs thereof are deemed to be included in the contract sum agreed upon for (the delivery of) the goods.

### Article 15 Testing and inspection of goods

1. At the request of COLT, Supplier must give COLT or a third party authorized by COLT the opportunity to test and inspect the goods during the design and manufacturing phase, at the time they are ready at Supplier for shipment, or at the delivery address.
2. If the inspection must be carried out in the factory or warehouse of Supplier or its supplier, Supplier shall inform COLT in writing when the goods will be ready for inspection. If the inspection is carried out by Supplier at the request of and, where applicable, in accordance with the instructions of COLT, Supplier will send COLT a certified copy of its inspection report(s).
3. Testing and inspection at the company of Supplier cannot be construed in any way as the delivery, purchase or approval of the goods in question.
4. Supplier will grant COLT and/or its authorized representative the right of access, or cooperate in the granting of this right, to the factory or warehouse of Supplier or its suppliers for the testing and inspection of goods and make all aids, data and labour available to COLT or its authorized representative that are necessary for the testing and inspection.
5. All costs related to the testing and inspection in the factory or warehouse of Supplier or its suppliers will be borne by Supplier, with the exception of the costs of Colts' personnel and/or that of its authorized representative(s).
6. Supplier is obliged to mark goods that are tested and approved as designated for COLT.
7. If it becomes clear during the testing and inspection in the factory or warehouse of Supplier or its supplier that the goods do not comply, in whole or in part, with the requirements set or reasonably to be set, COLT will inform Supplier accordingly. Subsequently, Supplier is obliged, where necessary in consultation with COLT, to make the necessary improvements after which a new process of testing and inspection will be carried out. In the event of retesting, all costs, including the costs of the personnel of COLT or its authorized representative(s), will be borne by Supplier.
8. Supplier must set up the performance of the Contract and its documentation, administration and the like in such a way, by means of a certification according or similar to a relevant NEN-ISO-9000 standard, that COLT and/or any third party engaged by it in any case can check the performance of the (purchase) order and compliance with the conditions of the Contract to a sufficient extent.



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9. In connection with the above, COLT is entitled to (cause to) check or inspect the manufacturing process of Supplier (FPC). Supplier will render all assistance requested free of charge.

### Article 16 Packaging and shipment

1. The goods must be packaged, shipped and secured in such a way that they can reach their destination in good condition.
2. Unless explicitly agreed otherwise in writing, the goods mentioned above will be transported at the expense and risk of Supplier. Breakages and damages arising during loading, transport and unloading are at the expense of Supplier.

### Article 17 Price and terms of delivery

Unless explicitly agreed otherwise in writing, the contract sum is for delivery carriage paid to the address or addresses and in the way agreed, including the costs of solid packaging - including removal, processing and deposit, if any -, transport insurance, unloading, however excluding turnover tax (delivery DDP in accordance with Incoterms 2010).

### Article 18 Delivery

1. Risk in and title to the goods to be delivered shall pass irrevocably to COLT when COLT has taken delivery of the goods at the place and in the way agreed on, without prejudice to any right of COLT to reject goods. Supplier shall not (be able to) retain ownership in one of more of the goods to be delivered and shall indemnify COLT against any rights of third parties to those goods.
2. In case of failure to meet the agreed delivery time, COLT is entitled to terminate the Contract in whole or in part, without any notice of default or court intervention being required. In the event of termination, the goods already delivered at that time will be settled or setoff on the basis of what has already been accepted in the performance of the Contract and possibly through setoff of that which COLT is entitled to in accordance with the law as compensation for the attributable failure in the performance on the part of Supplier.
3. Unless explicitly agreed otherwise, the delivery or taking delivery of the goods to be delivered will always take place during normal office hours.

### Article 19 Rejection

1. If the goods have not been tested or inspected at the factory or warehouse of Supplier or its supplier(s) and it is found within 60 working days after receipt, processing or putting into operation, depending on whichever is the latest of these events to take place, that the goods do not meet the requirements that have been agreed on or that have been set or can reasonably be set, COLT shall give Supplier notice of rejection. In that case, COLT will be

entitled to give Supplier an opportunity to proceed to the delivery in accordance with the agreed specifications or to terminate the Contract in whole or in part.

2. The risk in and title to the rejected goods will pass (back) to Supplier at the time the written notice of rejection is sent to Supplier.

### Article 20 Attributable failure

The provisions laid down above apply in full to the right of COLT to compensation of costs, damage, loss and interest incurred, suffered or lost as the result of the failure of Supplier - other than due to force majeure - to comply with the Contract properly, in full and on time, even when or in the event this failure is established or manifests itself after expiry of the term referred to in article 19. If COLT is forced to purchase the goods elsewhere due to the fact that Supplier is or remains in default, the additional costs incurred by COLT will be reimbursed to COLT by Supplier.