

ARTICLE 1 DEFINITIONS

In these General Purchase Conditions the following definitions apply:

- Client: VFA Solutions BV and / or one or more affiliated companies.
- Supplier: any natural person, company or other legal entity with whom the Client has entered into an Agreement (as defined below) or is negotiating to enter into an Agreement, or who delivers Goods and / or Services as defined below to the Client on other grounds ;
- Agreement: any Agreement between the Client and the Supplier, whether or not laid down in a written contract, including any addition or amendment thereto;
- Delivery: putting one or more Items into the possession of or under the control of the Client and any installation / assembly of these items;
- Goods: material goods to be delivered;
- Services: the activities to be performed by the Supplier on the basis of the Agreement for the benefit of the Client.

ARTICLE 2 APPLICABILITY

1. These general purchase conditions apply to every Agreement, to all requests and offers regarding the Delivery of Goods and / or Services by the Supplier to the Client, as well as to everything related thereto in the broadest sense of the word.
2. Applicability of any general terms and conditions of the Supplier is explicitly rejected by the Client.

ARTICLE 3 DELIVERY AND INSPECTION

1. Delivery takes place at the agreed place and at the agreed time, according to the most recent version of the DDP (Delivered Duty Paid) INCOTerms 2020, issued by the International Chamber of Commerce, except if and insofar as deviated from in these general Purchasing Conditions. .
2. The agreed time of Delivery is of essential importance. The delivery terms are therefore strict deadlines. In the event of late Delivery of Goods, the Supplier is immediately in default without further notice of default.
3. In the event of imminent delivery time being exceeded, the Supplier must immediately inform the Client thereof in writing.
4. The ownership and risk of Goods will pass to the Client after they have been delivered and accepted.
5. In the event that Goods are rejected, the Supplier will arrange for repair or replacement within 5 working days. If the Supplier does not comply with this obligation, the Client is immediately entitled to obtain the relevant goods from a third party, or to have measures taken by a third party, in both cases at the expense and risk of the Supplier.
6. In the event that the Client makes materials, such as raw materials, molds, tools, drawings, specifications or software, available to the Supplier for the fulfilment of its (Supplier) obligations, these materials remain the property of the Client. The Supplier will store such materials, as well as other Goods owned by the Client, separately and recognizable (as being the property of the Client) and insure them adequately and keep them insured until the moment of delivery to the Client.
7. The Supplier has the obligation to redeliver the delivered Goods (by way of service parts) at the request of the Client until at least ten (10) years after the end product in which the delivered Goods have been or will be processed by the Client is taken out of its range.

ARTICLE 4 WARRANTY

The Supplier guarantees that the Goods and (results of) Services comply with what has been agreed and comply with all relevant legal provisions concerning, among other things, quality, safety, health and the environment, as well as that the Goods and the properties that are necessary for normal and foreseen use. . This warranty applies for a period of five (5) years after Delivery or execution of the Services.

ARTICLE 5 FAILURE, SUSPENSION AND DISSOLUTION

1. If the Supplier, after being given notice of default, does not, at least not timely and / or properly, comply with what the parties have agreed, the Client is entitled to dissolve the agreement in whole or in part, without prejudice to its right to compensation.
2. The Client is entitled, without further notice of default, to dissolve the Agreement with immediate effect if:
 - a. The supplier applies for a suspension of payments;
 - b. The supplier files a declaration of bankruptcy or is declared bankrupt;
 - c. The supplier is admitted to the debt restructuring scheme (WSNP);
 - d. The supplier ceases / stops its business operations;
 - e. The supplier liquidates his company;
 - f. The Supplier dies or is placed under guardianship;
 - g. The Supplier changes its legal personality;
3. In the event of a non-attributable shortcoming (of one of the parties), the obligations of both parties will be suspended.
4. A party can only invoke a non-attributable shortcoming if it informs the other party as soon as possible, but no later than 5 working days after the occurrence of the circumstances giving rise to the non-attributable shortcoming, on submission of the necessary supporting documents. in writing.

5. If the Supplier states that one or more of its shortcomings cannot be attributed to it and the Client accepts this statement, the Client nevertheless has the right to dissolve the Agreement. In such a situation, the parties will not be obliged to pay any compensation.

6. In any case, there is no question of a non-attributable shortcoming in the event that the Supplier is unable to perform or is unable to perform on time due to strikes, illness or dismissal of personnel, or negligence of the contracting parties of the Supplier or specific problems of its own in the supply or unsuitability of raw materials or semi-finished products or price increases, liquidity or solvency problems on the part of the Supplier or shortcomings on the part of third parties engaged by him.

ARTICLE 6 INDEMNIFICATION AND INSURANCE

1. The Supplier indemnifies the Client against all claims from third parties insofar as they are related to the fulfilment of its (Supplier) obligations under the Agreement.
2. Supplier is obliged to take out adequate insurance to cover its liability risks. The Supplier will offer access to the relevant policy (s) at the first request of the Client.

ARTICLE 7 PRICES AND PRICE REVISION

1. All rates and prices are exclusive of VAT and include all costs related to the fulfilment by the Supplier of its obligations arising from the Agreement, including but not limited to import duties and other charges, including proper packaging.
2. The rates and prices are fixed for the duration of the agreement. Changes in rates and prices can only be made with the prior written consent of the client.

ARTICLE 8 PAYMENT

1. The Supplier will present a properly specified invoice for the Goods and / or Services delivered. The Supplier will not invoice the amount owed by the Client before the date of delivery of the Goods and / or Services. Client will arrange payment within 30 days of the day on which it has received the invoice. If payment is made within 10 days, the Client is entitled to deduct a 2% payment discount from the invoice to be paid to the Supplier.
2. The Client has the right to deduct from each invoice all amounts that the Supplier owes him (the Client).
3. Payment (by the Client) in no way implies a waiver of any right. In addition, a payment (by the Client) cannot be construed as any acknowledgment by the Client of the soundness of the Goods and / or Services supplied by the Supplier and therefore does not release the Supplier from its payment obligation.
4. If the Client is in default in the performance of its payment obligation, which cannot happen until after notice of default by the Supplier, whereby the Client is granted a reasonable period to still properly comply, and in deviation from Article 6: 119 a BW, the Client will Pay the supplier the statutory interest as referred to in Article 6: 119 of the Dutch Civil Code.

ARTICLE 9 TRANSFER OBLIGATIONS ARISING FROM THE AGREEMENT

The Supplier can only transfer obligations arising from the Agreement to a third party with the prior written consent of the Client. Client is entitled to attach conditions to its consent.

ARTICLE 10 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

1. The Supplier acknowledges that the Client is the owner / holder of all intellectual property rights to the information provided by the Client in whatever form, and will only use this for the purpose for which the Client has provided it.
2. For each violation of the provisions of paragraph 1 above, the Supplier will forfeit an immediately payable fine of EUR 50,000.
3. The Supplier guarantees the free and undisturbed use (by the Client) of the Goods delivered, including the multiplication of documentation supplied by the Supplier with the Goods and Services. He indemnifies the Client against all claims from third parties due to infringement of their intellectual and industrial property rights.

ARTICLE 11 CONFIDENTIALITY

1. The Supplier will provide information that the Client provides to the Supplier in whatever form, such as technologies, technical processes, models, drawings, concepts and specifications of the Goods to be delivered and all other information that the Client makes available to the Supplier and of which the Supplier knows or reasonably knows. should realize that the Client wishes to keep it confidential, and not disclose anything about this subject to the prior written consent of the Client. This also applies to the existence, nature and content of the Agreement. The Supplier will impose this same obligation on each of its employees or contracting parties or other auxiliary persons and guarantees that each of these will comply with that obligation as its own obligation.
2. For each violation of the provisions under paragraph 1 by the Supplier or by a staff member, contracting party or other auxiliary person of the Supplier, the Supplier will forfeit an immediately payable fine of EUR 50,000.

ARTICLE 12 ORDER, SAFETY AND THE ENVIRONMENT

The Supplier (and its employees) as well as third parties engaged by it (the Supplier) are obliged to observe all applicable legal safety, health and environmental regulations. Any company rules and regulations in the field of safety, health and the environment of the Client must also be followed

ARTICLE 13 DISPUTES AND APPLICABLE LAW

1. Disputes between the Parties will be resolved as much as possible by means of proper consultation. All disputes between the Client and the Supplier will be settled by the competent court in Rotterdam. The language will be Dutch and the law of the Netherlands will apply.
2. Dutch law applies to every legal relationship between the Client and the Supplier.

ADDITIONAL PROVISIONS REGARDING SERVICES, ORDERS AND CONTRACTING WORK

ARTICLE 14 ASSIGNMENTS AND CONTRACTING WORK.

Insofar as the Supplier commits itself to performance (s) other than the delivery of Goods, all of the following provisions will apply in addition to all previous provisions.

ARTICLE 15 DEFINITIONS

The following definitions are capitalized below. These terms are understood to mean:

- Professional errors: shortcomings, such as mistakes, negligence, negligence, omissions, incorrect advice, which a competent and careful Supplier should avoid under the given circumstances with due observance of normal vigilance and normal professional knowledge and normal professional practice.

- Personnel: the personnel members or auxiliary persons to be engaged by the Supplier for the performance of the Agreement, who will work under its responsibility under the Agreement.

ARTICLE 16 SUPPLIER GUARANTEES AND ACCEPTANCE

1. The Supplier guarantees that the Services to be performed by it or on its behalf meet the requirements laid down in the Agreement, and that the Services to be performed by it or on its behalf are performed in a professional manner and in accordance with the latest state of the art, with compliance with all relevant regulations concerning, among other things, safety, health and the environment.
2. If the Client assesses the results of the services as insufficient, the results of the Services will not be accepted.

ARTICLE 17 REPLACEMENT OF THIRD PARTY PERSONS AND SERVICES

1. Replacement of persons charged with the performance of the Services can only take place by the Supplier in exceptional cases. The Supplier cannot temporarily or permanently replace persons charged with the performance of the Services without the prior written consent of the Client. The Client does not refuse its permission on unreasonable grounds and can attach conditions to this permission. The rates applicable to the original persons cannot be increased in the event of replacement.
2. If the Client requires replacement of persons charged with the performance of the Services, because it believes that this is necessary or desirable in the interest of the proper performance of the Agreement, the Supplier will comply with this. A rate will be charged that is not higher than the rate set in the Agreement for the person being replaced.
3. In the event of replacement of persons charged with the performance of the Agreement, the Supplier shall make available persons who are at least equivalent in terms of expertise, training and experience to the persons to be replaced.
4. In the performance of the Agreement, the Supplier will only use the Services of third parties after written permission from the Client. The Client will not withhold this permission on unreasonable grounds. He can attach conditions to the permission. The consent granted by the Client does not affect the Supplier's responsibility and liability for the fulfillment of the obligations incumbent on it under the Agreement and the obligations incumbent on it as an employer under tax and social insurance legislation.
5. The Client is under no circumstances obliged to pay until the Supplier has carried out the assignment or the work to the satisfaction of the Client and the Supplier has demonstrated that it has all its personnel and / or non-subordinate auxiliary persons engaged in all that they have done in connection with the assignment carried out. / paid for the work performed.
6. The Client is at all times entitled to pay the Supplier by payment into its blocked account within the meaning of the Chain Liability Act or (on behalf of the Supplier) directly to the relevant business association and / or Tax Collector.
7. All obligations with regard to the Personnel of the Supplier, including those under tax and social insurance legislation, will be borne by the Supplier. The Supplier indemnifies the Client against any liability in this regard.

ARTICLE 18 USE OF CLIENT'S BUSINESS,

1. When performing the Services, the Supplier may make use of items that are the property of the Client and that are lent to the Supplier for that purpose. Conditions may be attached to this loan.

2. As long as the Supplier retains the Client's goods, the risk of damage, destruction or theft will be borne by the Supplier. As long as the Supplier retains the Client's goods, it is obliged to store the relevant goods as the identifiable property of the Client.

ARTICLE 19 PROGRESS REPORTING

The Supplier reports to the Client on the progress of the Services as often and in the manner as determined in the Agreement or as the Client deems necessary.

ARTICLE 20 METHOD AND SECURITY

1. The Supplier instructs its Personnel involved in the performance of the Services, insofar as these are performed at the Client, to observe the security procedures and house rules indicated by the Client. The Client will inform the Supplier in time about these procedures and rules.
2. The Supplier will ensure that the presence of its personnel and / or non-subordinate auxiliary persons on the site and in (the) building (s) where the Services are performed does not hinder the undisturbed progress of the (other) activities of Client and / or third parties.
3. The supplier must have a valid certificate of registration from the industrial association with which it is registered, as well as any other permits required by law. The Supplier will allow the Client to inspect the permits referred to at its first request.
4. At the first request of the Client, the Supplier must provide access to the pay statements or the man-hours records of all its personnel.
5. The Supplier is responsible for the removal of any waste and / or packaging material that is involved in connection with the Services to be performed by or on its behalf.

ARTICLE 21 INDEMNIFICATION AND INSURANCE

1. The Supplier indemnifies the Client against any claim from third parties insofar as this is related to the non-compliance by the Supplier with its obligations under the Agreement or pursuant to the law. The supplier guarantees that it has all necessary permits.
2. The Supplier has taken out adequate insurance and will keep itself adequately insured for the following risks: professional liability (risks arising from professional errors); business liability (including liability for damage caused to persons or objects owned by the Client); loss of and damage to company inventory (including through fire and theft), including items owned by the Client.

These purchase conditions were originally drawn up in the Dutch language. In the event of uncertainty or difference in interpretation and / or explanation of a translated version of these terms and conditions, the Dutch text will be decisive at all times.