

General Terms and Conditions of Purchase

ALT Technologies B.V.

Article 1. Definitions

In these General Terms and Conditions of Purchase ("Conditions"):

- a. **ALT** shall mean: ALT Technologies B.V., whose registered office and principal place of business is in (Chamber of Commerce registration number 30182868).
- b. **Supplier** shall mean: the individual or body corporate that supplies goods and/or services against payment of a certain price by ALT;
- c. **Order** shall mean: a written order placed by ALT with the Supplier for the supply of goods and/or services to ALT;
- d. **Offer** shall mean: a written offer by the Supplier to enter into a contract, including all attachments to the Offer;
- e. **Delivery** shall mean: the delivery of goods and/or the rendering of services.

Article 2. General

1. These Conditions shall apply to all (Orders, offers and acceptance pertaining to) contracts made between ALT and the Supplier. The Supplier's general conditions (of sale), if any, shall not apply unless expressly agreed in writing.
2. Variations to these Conditions shall not apply unless expressly acknowledged by ALT in writing.

Article 3. Conclusion of Contracts

1. An Offer submitted by the Supplier shall be considered irrevocable.
2. A contract with ALT is concluded if ALT has placed an Order with the Supplier and the Supplier has confirmed the Order in writing within the term set by ALT, if any, and/or by unconditional written acceptance by ALT of an Offer made by the Supplier.
3. If the Supplier carries out work or makes preparations to so do before a contract has been concluded as defined in paragraph hereof, it will do so for its own account and at its own risk.

Article 4. Content of and Alterations to Contracts

1. Alterations to contracts shall not be valid unless agreed and recorded in writing.
2. Orders or Serial Orders of ALT that vary only slightly from a contract shall not be considered alterations but, instead, to be covered by the contract.
3. The Supplier shall be responsible for the presence of all latest and agreed specifications pertaining to the goods.

Article 5 Transfer of Obligations

The Supplier may transfer an obligation arising from the contract to a third party only with the prior written consent of ALT.

Article 6. Quality

With due observance of the provisions of the Order and its (technical) specifications, the Supplier further warrants that the goods to be supplied:

- a. Shall fully satisfy the requirements defined in the Suppliers Manual of ALT ('Suppliers Manual of ALT'), a copy of which can be obtained from ALT; Shall perfectly fit their designated purpose as stated by ALT or as arising from their nature or the contract;
- b. Shall be in full compliance with the Order and/or contract and its specifications, including (all components of) the (basic) material, the volume, the description, the quality and the agreed properties (capacity, efficiency, speed, finishing and etcetera) and that no alterations shall be made to the same without the consent of ALT;
- c. Shall be made of sound materials and be soundly made;
- d. Shall be identical in all respects to the samples made available or provided by ALT and/or the Supplier;
- e. Shall satisfy in all respects, including their packaging, all applicable rules of law and/or requirements set by the authorities;
- f. Shall be free from any defect also otherwise.

Article 7. Inspection

1. Before despatch, the Supplier shall carefully inspect and test whether the goods satisfy what has been agreed. The Supplier shall notify ALT in time when and where this inspection is carried out so as to enable ALT to be present there and then. If ALT so requires, the Supplier will give ALT a copy of the inspection report and the inspection certificate.
2. During their manufacture, processing and warehousing, ALT is entitled but not required to (procure to) inspect the goods to be supplied. If ALT exercises this right, the Supplier will (procure to) make available the facilities that ALT may reasonably demand for that purpose. The exercising or non-exercising by ALT of this right to inspect and approve the goods shall not release the Supplier from its obligations and liability.
3. If at any inspection ALT finds that the goods to be supplied do not satisfy the (description in the) contract, the provisions of Article 11 shall apply.

Article 8. Delivery

1. The Incoterms 2000 shall apply to all Deliveries made to ALT, unless expressly otherwise provided in these Conditions.

2. Unless otherwise agreed, delivery shall be DDP, at the location, in the way and at the time as provided in the contract.
3. If no term of delivery has been agreed, the term of delivery shall be 14 days from the conclusion of the contract as a maximum.
4. ALT shall have the right to impose requirements on and give instructions for the (way of) packaging and palleting of the goods. If these are not satisfied, ALT shall have the right to refuse accepting the goods, without prejudice to ALT's rights to claim damages on the ground of insufficient or inadequate packaging.
5. As soon as the Supplier knows or should reasonably know that the good will not be delivered in time, the Supplier shall promptly notify ALT.
6. If the goods are not delivered on the date agreed, either in part or as a whole, the Supplier shall be in default without any further notice of default being required.
7. Supplier shall send his orderconfirmation containing correct leadtime, quantity and price no later than 48 hours after receiving the written Purchase order from ALT Technologies.

Article 9. Transfer of Title

Unless expressly agreed otherwise in writing, the title to and risk in the goods shall pass on to ALT upon Delivery at the agreed address of Delivery or at any earlier date when ALT has paid the invoice.

Article 10. Price and Payment

1. Unless expressly agreed otherwise in writing, the purchase price shall be the full price for the goods, including the costs of materials, tools, packaging, carriage, levies/duties, insurance, Delivery and the like, save for VAT to be charged, if any.
2. Unless expressly agreed otherwise in writing, the term of payment shall be 60 days. The term of payment commences on the date of full Delivery of the goods and their acceptance by ALT or at a later date when ALT has receive the invoice.
3. ALT shall be entitled to deduct from the invoice amount any amount the Supplier may owe to ALT and/or to suspend payment of the invoice if the Supplier fails to fulfil its obligations under the contract.

Article 11. Liability

1. If the Supplier fails to satisfy its obligations under the contract, of which ALT at its own discretion may notify to the Supplier by means of a form named 'Non Conformity Report', the Supplier shall be in default without any further notice of default being required.
2. The Supplier shall fully compensate ALT for all loss, including loss on account of delay, consequential loss, loss of profits and the like, sustained by ALT, its staff or its customers, caused by the Supplier's failure to fulfil its obligations under

- the contract and/or by wrongful acts committed by the Supplier, its staff or other persons engaged by the Supplier.
3. Without prejudice to ALT's rights to claim full compensation and its other rights arising from default by its contractual partners, ALT shall be entitled to compensation of loss arising from the breakdown or, as the case may be, interruption of its business operations, which loss is hereby set between the parties at EUR 200 as a minimum for each defective product and/or EUR 400 for each hour that the goods were delivered late.
 4. If ALT claims performance yet, the Supplier must either repair or fully replace the goods at issue, such at the discretion of ALT, for its own account and at its own risk for no consideration within 14 days from the date when ALT notified the Supplier of the defects.
 5. The Supplier indemnifies ALT for all claims by third parties for compensation of the loss referred to in paragraph 2 of this article, including loss arising from or on account of product liability. If a third party files such claim against ALT, ALT will so notify the Supplier within a reasonable term.
 6. ALT shall be entitled to require the Supplier to takeout insurance to cover risks. At the request of ALT, the Supplier shall give ALT all reasonable information on the insurance/insurances it has taken out to cover such liability.

Article 12. Intellectual Property Rights

1. The Supplier warrants to ALT that the performance of a contract does not infringe any intellectual property right that third parties may have.
2. The Supplier indemnifies ALT for all loss resulting from such infringement, if any. The Supplier shall promptly notify ALT in writing of any claim for damages with respect to the loss referred to in the preceding paragraph.
3. Unless expressly agreed otherwise in writing, ALT shall always be the proprietor of any intellectual property right that may arise from the performance of a contract.

Article 13. Ownership of tools/materials

1. All materials/tools, in the broadest sense, made available by ALT to the Supplier or purchased or made by the Supplier under the contract, shall remain/shall be the property of ALT and shall be clearly identified as such by the Supplier. They shall be delivered to ALT in proper condition and simultaneously with the goods ordered on the basis of Incoterm DDP.
2. Damage or repairs to the tools/materials shall be for the account of the Supplier.
3. These tools/materials shall not be used for any purpose other than the purposes of the contract.

Article 14. Confidentiality

The Supplier warrants confidentiality pertaining to all data, information, intellectual property rights related to the contract, tools/materials and the like that are made available by ALT. At ALT's request, the Supplier must sign a confidentiality agreement as part of (the performance of) the contract in the form provided by ALT.

Article 15. Termination and Dissolution

1. ALT shall be entitled to terminate or alter the contract before the Supplier has commenced the performance of the contract.
2. In the event of non-performance of the contract on the part of the Supplier, ALT shall be entitled always to dissolve the contract without any further notice of default or judicial intervention being required. Such dissolution shall pertain to all goods not delivered yet and may also pertain to goods delivered under the same contract, such at the discretion of ALT.
3. If the contract is dissolved, ALT shall be entitled to return the goods to the Supplier for the account and at the risk of the Supplier, and the Supplier must promptly reimburse to ALT any payment the Supplier may have received for these goods.
4. Without prejudice to the other provisions of the contract, ALT may dissolve the contract without any further notice of default or judicial intervention being required if:
 - a. An application for the bankruptcy of the Supplier is filed or if the Supplier is adjudged bankrupt;
 - b. The Supplier applies for (preliminary) suspension of payments;
 - c. The Supplier loses the control over its assets or any part thereof as a result of attachment or otherwise;
 - d. The Supplier's business of any part thereof is closed down or wound up;
 - e. A (material part of) the shareholding or control in the Supplier is acquired by a third party.
5. Dissolution of the contract means that any claim the parties may have on one another will be immediately payable.

Article 16. Applicable Law and Forum

1. All contracts made between ALT and the Supplier and any dispute arising from these, including the status of goods under the law of property, shall be governed by Dutch law, and the applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG) is excluded.
2. All disputes that may arise from a contract or any subsequent contracts shall be resolved in accordance with the Arbitration Rules of the Netherlands Arbitration Institute.
3. The arbitral tribunal shall consist of one arbitrator. The procedure shall be conducted in Utrecht, the Netherlands, in the Dutch language.

4. Without prejudice to the above provisions, the parties may submit any dispute between them to the Judge ruling in preliminary relief proceedings in the District Court in Utrecht, the Netherlands.

Article 17. Enforceability of the Conditions

If any of the provisions of these Conditions prove to be void, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.