

# PURCHASING TERMS FOR SNOEKS AUTOMOTIVE B.V.

## 1 Definitions

The concepts and expressions used in these purchasing terms are defined as follows:

- **Client:** Snoeks Automotive B.V.
- **Supplier:** contractor;
- **Agreement:** the arrangements documented between the Client and the Supplier regarding the provision of Goods;
- **Request for offer:** verbal or written request for an offer;
- **Offer:** verbal or written non-binding
- **Order:** the order from the Client to the Supplier for the provision of one of more Goods in accordance with these purchasing terms;
- **Goods:** the goods, tools, models, forms, matrices, measurement and control systems, drawings as specified in the Agreement;
- **Specifications:** the technical description (if present) of the Goods as described in the Agreement and/or relevant arrangements, drawings and specifications as added to the Agreement or sent separately by the Client to the Supplier In Writing.
- **Parties:** the Client and the Supplier;
- **In Writing:** by letter, fax or e-mail.

## 2 Applicability

These purchasing terms apply to all requests, offers and orders regarding the provision of Goods by the Supplier to the Client. Divergent sales terms of the Supplier will be binding on the Client only if accepted in writing.

## 3 Revision

The Client is authorised at all times, in consultation with the Supplier, to modify the size and/or nature of the Goods to be supplied. Changes will be agreed on In Writing. The Client is required to purchase the minimum inventory at all times if it has already been produced or is in production at the Client's instruction.

If the Supplier believes that a change has consequences for the agreed set price and/or time of delivery, it will be required, before complying with the change, to inform the Client as soon as possible, no later than three business days after notification of the desired change, in writing. If said consequences for the price and/or time of delivery are unreasonable in the Supplier's view, the parties will confer on the matter.

## 4 Transfer of obligations under the agreement

The Supplier may transfer an obligation under the agreement to a third party only with the prior written consent of the Client. Reasonable conditions may be attached to this consent.

In the event that the Supplier assigns its obligations (or part thereof) under the agreement to a third party, the Supplier must indicate to the Client the sureties provided for deduction of VAT, payroll tax and social security premiums.

## 5 Price and price revision

- 5.1 Prices are exclusive of VAT and cover all potential charges, such as transport, packaging and insurance charges.

- 5.2 No price increase may be applied to the Goods (such as those arising from materials, labour or transport charges, etc.) without the Client's prior permission In Writing.
- 5.3 The Client must be informed In Writing of potential price reviews before 1 October for the upcoming year.

## **6 Invoicing and payment**

- 6.1 Payment of the invoice, including VAT, will occur within 60 days from receipt of the invoice and approval of the Goods by the Client.
- 6.2 The Client is entitled to suspend payment if it observes a deficiency in the Goods, of which it will inform the Supplier immediately.
- 6.3 The Client is entitled to reduce the amount of the invoice with amounts owed by the Supplier to the Client.
- 6.4 Payment by the Client in no way constitutes a waiver of the Client's rights.
- 6.5 Each invoice will in any case indicate the Client's item number and the Client's item description as prescribed by the Client. The date of delivery and packing slip number for the delivery will always be indicated on the invoice. Invoices that do not comply with these terms will not be accepted.

## **7 Quality and guarantee**

- 7.1 The Supplier guarantees that the Goods:
- are entirely its property.
  - are of sufficient quality (in accordance with the functional and quality requirements of the Client);
  - are free of flaws in design, material and manufacture;
  - are in accordance with Specifications, drawings or other written instructions or samples approved by the Client;
  - correspond to what is agreed in the Order.
  - are entirely complete and ready for use. Among other things, the Supplier will ensure that all of the parts and accessories required to achieve the purpose stated by the Client are also supplied, even if they are not formally mentioned.
  - [MISSING] comply with all relevant legal provisions regarding quality, the environment, health and safety, the Supplier will be in default, unless the latter can demonstrate that the deficiency cannot be attributed to the Supplier.
- 7.2 The Supplier guarantees the Goods delivered as described in the terms of the Agreement.
- 7.3 The guarantees as described in this section are complementary to the obligations arising from law and custom.

## **8 Delivery, documentation and packaging**

- 8.1 Delivery will occur in the agreed place and at the agreed time, at the supplier's expense and risk.
- 8.2 The agreed time of delivery is materially significant. The Supplier will be in default, without any further notice, if delivery is not made on time.
- 8.3 The Supplier must notify the Client immediately if there is any threat of delivery not being made on time. This does not affect any consequences of such delay under the agreement or in accordance with statutory provisions.
- 8.4 If the Client is to perform actions arising from delivery not being made on time or non-compliance with arrangements by the Supplier, all resulting expenses to rectify the default will be charged immediately to the Supplier. The Supplier will be informed of this as soon as possible.
- 8.5 The Client will be entitled to postpone delivery. In this case, the Supplier will store, preserve, secure and insure the Goods, separately and in a recognisable fashion. This will be at the Supplier's risk and expense.
- 8.6 Deliveries to each delivery address must include clear packing slips. The packing slip must indicate clearly to all the extent of the delivery. Each item must bear the item number and item coding of the Client.
- 8.7 The Supplier must provide accompanying documentation to the Client either before or at the same time as the delivery.
- 8.8 The Client will be at liberty to use this documentation as it sees fit, including reproduction for internal use.
- 8.9 The Supplier will create diagrams of all models supplied and provide them to the Client. The Supplier is at liberty in the use of the drawings.
- 8.10 The Client will be entitled at all times to return the (transport) packaging materials to the Supplier at the latter's expense.

- 8.11 The Supplier will design packaging such that it is recyclable and can be reused as much as possible. The Supplier is responsible for the processing and/or destruction of transport and other packaging material. If packaging material is processed or destroyed at the Supplier's request, this will take place at its expense and risk.
- 8.12 The Supplier will assure proper packaging in which the goods are packed as compactly as possible. The Supplier will propose packaging to the Client for each new product.

## **9 Liability**

- 9.1 The Supplier is liable for all damage that arises or may arise in relation to the performance of the obligations arising from the agreement.
- 9.2 The Supplier exempts the Client from all financial consequences of third-party claims related in any way to the performance of its obligations arising from the agreement.
- 9.3 The Client is entitled to ask the Supplier to take out insurance to cover risks. The Supplier is required to allow the policy to that effect to be viewed at the Client's first request.

## **10 Inspection, Testing and Quality Assurance**

- 10.1 The Client will be entitled to have Goods tested at all times during production, processing and storage, as well as after delivery.
- 10.2 At the first request, the Supplier will provide the Client or its representative with access to the place of production, processing or storage. The Supplier will assist with any inspection free of charge.
- 10.3 In the event that it is impossible for an inspection referred to in this article to be conducted or if it is necessary to repeat an inspection, the Supplier will be liable for the resulting costs.
- 10.4 The Supplier will assure a system such that the following information can be retrieved for all Goods: composition (material), production date, manufacturer and quality controller.
- 10.5 Goods rejected by the Client will be taken back by the Supplier. Returned products must always be credited immediately. If the purchase price has already been paid, it will be re-credited.
- 10.6 If Goods do not comply with the Client's Specifications but must be used immediately, the resulting additional expenses will be charged to the Supplier.
- 10.7 In the event of rejection of the Goods delivered, the Supplier will assure the repair or replacement of the Goods within five business days. If the Supplier does not comply with this obligation within the period stipulated in this article, the client will be entitled to obtain the required Goods from a third party or to take measures or have measures taken by a third party at the Supplier's risk and expense. The Employee will be informed of this as soon as possible.
- 10.8 If the Supplier does not collect the rejected Goods within 10 days, the Client will be entitled to return the goods to Supplier at its expense.

## **11 Goods of the Client**

- 11.1 Where required by the Order, the Supplier will use the Client's processes, materials, Specifications or Goods, provided that the Supplier:
- Prevents the risk of loss or damage and also covers it by taking out insurance during possession by the Supplier;
  - Ensures that the Client's property is marked with indications of its ownership as such and is kept in good condition;
  - Does not permit the Client's property to be moved from the Supplier's premises without prior permission In Writing;
  - Does not permit the Client's property to be used other than for the purposes of the Order;
  - Permits the Client (or its representatives) to enter the Supplier's premises at a reasonable time to inspect the property;
  - Immediately returns the Client's property in good condition at its request;
  - Compensates for the value of the Client's property (or, if processes or Specifications are involved, the relevant value thereof) if the property is lost or is no longer in good condition, in the Client's assessment.
- 11.2 The Supplier declares that all Specifications and Goods are and remain the property of the Client under the above terms and furthermore:
- it will present a list or photos within a reasonable time for control purposes, at the Client's request.
  - it will properly maintain all Specifications and Goods and replace them immediately if lost, destroyed or worn out;
  - it will determine a value on an annual basis for insurance purposes;

- 11.3 The Supplier will maintain confidentiality regarding, and refrain from using outside the Agreement or presenting to a third party: drawings, Specifications, technical data, computer software or similar. Such items will be returned to the Client immediately after completion of the Order, or earlier as requested by the Client.
- 11.4 The patents, design, trademarks, copyrights or other industrial or intellectual property rights will remain the Client's property.
- 11.5 The Supplier is responsible for errors or deficiencies in items delivered, whether approved by the Client or not, except if errors or deficiencies are caused by incorrect information provided In Writing by the Client and said information has not been sent at the Supplier's request and has not been confirmed by the Supplier.
- 11.6 The Supplier is exclusively liable and will exempt the Client from all claims, responsibilities, damages, costs and consequential damage arising from accidents or damage arising from the use or unauthorised use of the Client's Goods by the Supplier or its subcontractors or employees or other representatives. At the time of a visit to the Client, its customers or other suppliers, the Supplier will also inform itself of and comply with all safety rules in effect on its premises.

## **12 No advertising**

The Supplier is not permitted, without prior written permission, to advertise in any way, or publicise the fact that the Supplier has entered into an agreement to provide the Client with the goods or services covered by this agreement, or to use trademarks or trade names of the Client in advertising and promotional material of the Supplier.

## **13 Confidentiality and intellectual and industrial property rights**

- 13.1 The supplier will not provide anyone with documents, drawings, sketches, examples, samples, production processes, trade secrets or other information, hereinafter referred to as information, that has been provided by the Client to the Supplier for the performance of the Agreement or the Order during the term of the Agreement or thereafter.
- 13.2 The Information and accompanying knowledge may only be used for the performance of the Agreement and may not be used for own production or for supply to competitors of the Client during the term of the Agreement or thereafter.
- 13.3 The Information may be transferred only to those employees necessarily deployed to perform the obligations under the Agreement. The Supplier will ensure that those who are provided with the Information during the term of the Agreement and thereafter, as well as the Supplier, treat it as confidential and keep it confidential and use the Information only in accordance with the intentions set out in the Agreement.
- 13.4 All Information supplied by the Client to the Supplier will remain the Client's exclusive property. All documents, sketches and samples must be properly retained and stored. The Supplier will return the information to the Client immediately and in full if the latter so wishes. The Supplier is not permitted to make prints of the documents, sketches or samples without the prior permission In Writing of the Client.
- 13.5 The Supplier warrants the Client's free and undisturbed use of the delivered Goods. It exempts the Client from the financial consequences of third-party claims of infringement on their intellectual and industrial property rights.
- 13.6 The Supplier is entitled to use information provided by the Supplier, but may only do so in connection with the Agreement. Said information is and remains the property of the Client.
- 13.7 The right of intellectual and industrial property for all models supplied by the Client or manufactured on the orders of the Client remains with the Client.
- 13.8 The Supplier will maintain the secrecy of the existence, nature and content of the agreement and of other business information and will not disclose anything about it without the Client's written permission. The Supplier will not use the Client's goods for advertising purposes.
- 13.9 In the event of a violation of the terms of the preceding section, the Client will impose on the Supplier a fine, due immediately, of €2000 for each violation. The amount of the fine will be paid immediately by the Supplier after the aforementioned determination and notice thereof to the Supplier.

## **14 Transfer of risk and ownership**

- 14.1 Ownership of the items will be transferred to the Client once they have been delivered and assembled or installed.
- 14.2 In the event that the Client provides materials to the Supplier, such as raw materials, additives, tools, drawings, specifications and software to fulfil its obligations, these will remain the property of the

Client. The Supplier will keep them separately from items belonging to itself or to third parties. The Supplier will mark them as the property of the Client.

- 14.3 As soon as materials of the Client such as raw materials, additives and software have been incorporated in the Supplier's Goods, the result is a new item that is the Client's property. This applies notwithstanding the terms of article 14.4.
- 14.4 The risk of the Goods will be transferred to the Client at the time the delivery and subsequent approval of the Goods according to article 10 of these purchasing terms have occurred.

## **15 Dissolution**

- 15.1 In the event of shortcoming by the Supplier in fulfilling its obligations under the agreement or other agreements resulting therefrom, as well as in the event of its bankruptcy, suspension of payment and in the event of stoppage the withdrawal of any permits, full or partial seizure of company property or Goods intended for the performance of the agreement, liquidation or acquisition or any comparable situation of the Supplier's company, it will be legally in default.
- 15.2 Notwithstanding all other rights, the Client may dissolve the agreement in whole or in part, if any advantage is or has been offered or provided by the Supplier or one of its subordinates to a person who is part of the Client's business or that of one of its subordinates or representatives.
- 15.3 In the above cases, the Client is entitled to dissolve the agreement unilaterally, in whole or in part, without notice of default and without judicial involvement.
- 15.4 Dissolution occurs by means of a registered letter or bailiff's notice to the Supplier.

## **16 Order, safety and the environment**

- 16.1 The Supplier and its employees, as well as third parties it has hired, are required to comply with legal safety, health and environmental regulations.
- 16.2 Any provisions, business rules and regulations on health, safety and the environment on the part of the Client must also be observed. A copy of these rules and regulations is immediately available to the Supplier on request, at no charge.

## **17 Disputes**

- 17.1 Disputes resulting from agreements to which these terms apply or from further agreements resulting from them may be presented at the parties' request to the Supervisory Committee of the Vehicle Body Trade, which will rule in the dispute between the parties in a binding opinion.
- 17.2 In the event that the services of a Dispute Committee as mentioned above are not used, the district court in the district in which the client is domiciled and/or does business will be exclusively competent, inasmuch as the dispute is part of the competence of a district court.
- 17.3 In the event of a binding opinion as in 17.1 and 17.2, the process is as follows:
- A dispute must be filed in writing with the secretary of the relevant committee, addressed to Postbus 299, 2710 AG, Sassenheim, indicating the names and addresses of parties and the clearest possible description of the dispute and the claim, no later than six months after the dispute has arisen.
  - The party filing the dispute must deposit a complaint fee in the manner prescribed by the secretary of the relevant Dispute Committee. The complaint fee should be viewed as a contribution to the cost of handling the dispute.
  - The handling of disputes is determined further by regulations. A copy of the regulations, along with a question form to be completed, will be sent to the complainant.
- 17.4 Disputes related to or arising from these general terms will exclusively be ruled on by the competent Dutch judge. This clause constitutes a written agreement under article 17 of the EEC Convention on Jurisdiction and Enforcement of 27 September 1968.

## **18 Applicable law**

These terms and offers and agreements to which these terms refer in whole or in part, as well as disputes arising from or related to these terms, are exclusively subject to Dutch law.

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Nieuw Vennepe, 25 January 2011

## ADDITIONAL TERMS REGARDING ORDERS AND ACCEPTANCE OF WORK FOR THE CLIENT

### 19 Additional definitions

The following terms in these additional terms will be defined as follows:

- **Materials:** Goods incorporated in the material objects to be created, or used in the performance of the work, except for the equipment to be used;
- **Equipment:** all vehicles, accessories and parts thereof, consumables and similar, used by the Supplier in the performance of the agreement, excluding the Goods to be incorporated in the material objects to be created.
- **Supplier's staff:** the Supplier's staff refers also to all third parties involved by the Supplier in the performance of the agreement(s).

### 20 Applicability

- 20.1 These additional terms apply to all requests, offers and agreements regarding the performance of and/or the acceptance of work by the Supplier
- 20.2 Besides these additional terms, the purchasing terms of Snoeks Automotive B.V. apply to the aforementioned requests, offers and agreements, unless expressly stated otherwise in the additional terms.

### 21 Personnel, equipment and materials

- 21.1 Personnel hired by the Supplier in the performance of the agreement will comply with special requirements of the Client and in the absence thereof with the general requirements of professional competence of expertise.
- 21.2 If there is insufficient qualified Personnel in the Client's opinion, the Client will be entitled to order the removal of said Personnel and the Supplier will be required to replace them immediately, taking into account the terms of article 21.1. However, this does not mean that additional charges will be owed in any way.
- 21.3 The Client is entitled to inspect and assess all materials and equipment to be used by the Supplier and to identify personnel hired by the Supplier in the performance of the agreement.
- 21.4 The Supplier will have sufficient production capacity at all times to be able to perform the Client's normal requests. The Supplier will also take all measures necessary to be able to handle any peaks and/or emergencies in production.

### 22 Premises and buildings of the client

- 22.1 Before starting to perform the agreement, the Supplier must inform itself of the circumstances on the premises and in the buildings of the client where the work is to be performed.
- 22.2 The cost of delays in the performance of the agreement caused by circumstances as described in article 21 is at the supplier's risk and expense.

### 23 Work on the premises/in the buildings of the client

- 23.1 The Supplier will ensure that its presence and the presence of its personnel on the premises and in the buildings of the client are not an obstacle to the unhindered progress of the work of the client and third parties.
- 23.2 Before starting the performance of the work, the Supplier and its personnel must inform themselves of the contents of rules and regulations in effect on the premises and in the buildings of the client, including those regarding health, safety and the environment, and conduct themselves accordingly.
- 23.3 A copy of the aforementioned rules and regulations will be provided to the supplier at its request by the client.

### 24 Payment

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- 24.1 The Client will pay only once the order has been performed satisfactorily by the Supplier.
- 24.2 The Client is entitled to pay the Supplier the social security premiums, VAT and payroll tax including national insurance premiums owed by the Supplier regarding the work performed, for which the Client may be severally liable as an owner-builder under the Chain Liability Act by means of deposit to the Supplier's blocked account under the Chain Liability Act.
- 24.3 Notwithstanding the terms of the preceding part, the Client is entitled at all times to deduct the amounts of social insurance premiums, VAT and payroll tax including national insurance premiums indicated in the preceding part from the contract amount and to pay them on behalf of the Supplier directly to the trade association or the receiver of direct taxes.
- 24.4 In cases as indicated in parts 2 and 3 of this article, the Client is acquitted with regard to the Supplier by payment thereof, inasmuch as said amounts are involved.

## **25 Supplier's obligations**

- 25.1 The Supplier is responsible for completing the work independently and for its own responsibility, with good results and in accordance with the regulations in effect regarding safety, the environment and other matters.
- 25.2 The work and/or the order must be performed well and properly and in accordance with the terms of the agreement.
- 25.3 The Supplier must have valid proof of registration with the trade association with which it is registered and a location permit, where required. The aforementioned documents must be presented by the Supplier at the Client's first request.
- 25.4 The Supplier must strictly comply with all its obligations regarding the personnel that it has employed.
- 25.5 The Supplier must provide the Client with a copy of the declarations regarding its payment practices, at each first request, with the trade association and the receiver for direct taxes.
- 25.6 The Supplier must exempt the Client from liability regarding third parties for non-compliance by the Supplier with its obligations under the agreement, or according to law.
- 25.7 The Supplier will perform the agreement independently according to the latest standards of technology and is also responsible.
- 25.8 Waste and packaging material must be removed by the supplier after fulfilling the obligation.

Nieuw Vennep, 25 January 2011

These PURCHASING TERMS FOR SNOEKS AUTOMOTIVE B.V. have been deposited at the Chamber of Commerce in Amsterdam and can be retrieved from [www.snoeksautomotive.com](http://www.snoeksautomotive.com)