

## PURCHASE CONDITIONS

The purchase conditions regulate the legal proportion between the private company with restricted liability Parosha Innovators B.V., established and place of business at St. Annaparochie, at the Nij Toerenburg 20, 9076 MA, to call Parosha Innovators and her suppliers:

### 1. DEFINITIONS

**1.1** In these conditions it is understood:

#### Parosha Innovators B.V.

The private company with restricted liability Parosha Innovators B.V. established and place of business at St. Annaparochie, at the Nij Toerenburg 20, 9076 MA, acted under the name Parosha Innovators B.V.;

#### The subcontractor

Every (legal)person who has an agreement with Parosha Innovators to providing products and/or performing activities and/or provides of services has contracted, at least wishes to contract;

#### The agreement

Every agreement to providing products and/or performing activities and/or provide of services between Parosha Innovators and supplier;

#### Order

The task to providing products and/or performing activities and/or of services of Parosha Innovators B.V. to the supplier;

#### Supply protocol

The protocol of Parosha Innovators where is stipulated how the products to provide must be packed;

#### DDP

Delivered Duty Paid;

## 2. GENERAL

**2.1** These general conditions apply on the order of Parosha Innovators to the supplier and the agreement.

## 3. THE AGREEMENT

**3.1** The agreement comes about on the day of the order, at least on the day on which parties agree this in mutual consultation.

## 4. THE PRICE

**4.1** The corresponded price is DDP, place of supply, exclusive VAT, including sound packing and are mentioned in euro' s.

**4.2** The corresponded price can not be raised during the agreement.

**4.3** After the order is taken place setoff of differences of exchange has not been permitted.

**4.4** Increases in the price as a result of additional work know only to us Parosha Innovators are charged after preceding written authorisation of Parosha Innovators.

## 5. THE SUPPLY

**5.1** The supplier is obliged comply with the delivery period mentioned in the order. In case of overshooting of the delivery period Parosha Innovators is competent to annul the agreement, notwithstanding the remaining rights of Parosha Innovators, such as the right of compensation.

**5.2** The place of supply of the products has been indicated in the order. If and insofar the supplier provides the products at another place then corresponded, the costs have been linked to the transport to the agreed place of supply, is for the expense of the supplier.

**5.3** The supply of the products must go accompanied of a detailed package order and insofar of application a staircase postage of the final inspection. On the package order must be mentioned the minimum of the order number and the Article code of Parosha Innovators in the bar code.

**5.4** The packing of the product must soundly, intact and suitable for the protection of the product be and must satisfy to the supply protocol of Parosha Innovators. The supply protocol has been received by the supplier by e-mail or by ordinary mail. Only after written authorisation of Parosha Innovators the supplier is deviate competent from the supply protocol.

**5.5** By the supplier to provide the products must be produced in the country such as Parosha Innovators these in the order have indicated.

**5.6** By the supplier to perform the activities must be performed at the place such as we Parosha Innovators these in the order have indicated.

**5.7** At performing the activities the supplier must proceed itself to the regulations Parosha Innovators and/or the venture where the supplier for Parosha Innovators his activities must perform.

**5.8** At concluding the activities the supplier serves the space in which the activities are performed, to be clean and tidy. The supplier must deliver the machines to which activities have taken place to be grease-proof and free of rust.

**5.9** On spot in which activities are to be performed, the supplier must take the necessary security measures.

**5.10** Exclusively after preceding written authorisation of Parosha Innovators the supplier is competent to integrate a third parties in implementation of the agreement.

**5.11** Subject to set-up or grove debt of Parosha Innovators, Parosha Innovators is not responsible for damage to appliances and persons whom the supplier has involved in the implementation of the agreement.

## 6. TRANSPORT INSURANCE

**6.1** The supplier has insured adequately and insured adequately he will keep himself for the transport risk.

**6.2** The risk of transport damage is at the expense of the supplier.

**6.3** Supplier gives in advance all rededications to the point of benefit of insurance claims on account of the concerning transport insurance to Parosha Innovators.

## 7. PROPERTY PASSAGE, RISK AND REJECTION

**7.1** The property passage of the products to provide takes place the moment the products have been taken in reception by Parosha Innovators.

**7.2** On receipt of the products and/or signing waybills etc. nor payment of products/ activities/services implies acceptance.

**7.3** Disapproved products and/or services and/or activities will be replace on first request of Parosha Innovators complete and immediately by the supplier or respectively to be performed again.

**7.4** The activities which the supplier must produce will be only considered perform if the supplier has informed Parosha Innovators of completion of the work or the activities and Parosha Innovators the work or the activities has approved and this has been made in a written statement to the supplier. Until the moment of the property passage the work is for account and risk of the supplier.

## 8. INVOICES

**8.1** All invoices must be submitted in duplicate, provide with a copy with the order and Article code of Parosha Innovators. The invoices must have foreseen at least accompanied with the order number of Parosha Innovators and a clear task of the provided products and/or performed activities and/or provided services.

**8.2** Unless Parosha Innovators has complained after reception of the products concerning the quality or the quantity of the provided products and/or performed activities and/or provided services, payment takes place within 60 days after reception of the invoice. Invoices, which contain insufficient data for the payment of it according to Parosha Innovators, will be returned by Parosha Innovators to the supplier. These invoices will not be paid. Then the supplier must credit this invoice and a correct invoice send to Parosha Innovators. The last mentioned invoice will be paid within 60 days after reception.

**8.3** If Parosha Innovators pays the invoice within 30 days after date of the invoice, she is competent to bring in 2% of the agreed price including VAT in decrease on this invoice. If Parosha Innovators pays the invoice within 14 days after date of the invoice, she is competent to bring 3% of the agreed price including VAT in decrease on this invoice. The supplier must credit a discount of 2% or 3% in aforementioned cases to Parosha Innovators.

## 9. THE AVAILABILITY NOTIFICATION OF PRODUCTS

**9.1** All products, which by Parosha Innovators are put for the implementation of a task to the supplier far an arrangement, are transmitted under DDP to the supplier and remains under all circumstances property of Parosha Innovators. Damage to products made available to Parosha Innovators by the supplier, is for the expense of the supplier.

## 10. DRAWINGS AND DISCRETION

**10.1** All drawings and information of Parosha Innovators made available to the supplier remain property of Parosha Innovators and must directly be returned after the activities and/or services and/or supply of the product by the supplier to Parosha Innovators. If and so far the drawings and/or other information have been stored digitally these drawings and/or information must be destroyed after implementation of the activities. The supplier might not use these data for a another aim then for which these have been put to the supplier at arrangement, nor do or let through uses to third parties only for to do or concerning other one then the aim for which they have been made available to the supplier.

**10.2** The supplier is during the agreement as well as during 10 years after concluding of it to keep confidentiality towards third parties concerning all information concerning the products, the management and the customer ring of Parosha Innovators.

**10.3** In case of violations of incorporated in Article 10.1 and 10.2 stipulate the supplier forfeit in favour of Parosha Innovators directly claimable, not for setoff and moderation of a fine of € 100.000,00 (say: hundred thousand euro) as well as a fine of € 10.000,00 (say: ten thousand euro) for every day or part of a day that such violation continues, notwithstanding the right of Parosha Innovators to complete compensation and notwithstanding the right of Parosha Innovators beside the fine and/or compensation progressing compliance with the damaged condition.

## 11. GUARANTEE

**11.1** The supplier has been taken into account services for his own, provided on first announces of Parosha Innovators all errors and lacks in the provided products and/or the performed activities and/or, to repair that within time course of 24 months after the putting in to use of the product and/or after concluding the performed activities occur. In case of non compliance by the supplier Parosha Innovators has the right to repair the errors and/or lacks by third parties for account and risk of the supplier.

**11.2** If convalescence of the product is not within by Parosha Innovators set period possible or the product cannot be repaired, the supplier has to replace the poor product by a product which is to be answered to the agreement.

**11.3** The supplier guarantees that the product answered to the agreement.

**11.4** The supplier guarantees that she will carry out the activities and/or services adequately and qualified with sufficiently staff and material. The supplier guarantees that she will achieve the aimed result.

**11.5** The supplier guarantees that she has taken the activities into account the guidance and indications of Parosha Innovators, all necessary securities and precaution measures has been taken place and are maintained to within the framework of the activities to perform appropriate government regulations and/or company regulations satisfy.

## 12. LIABILITY

**12.1** The supplier is responsible for damage which performs services to or by the provided products and/or performed activities and/or services perform have been provided to Parosha Innovators.

**12.2** The supplier will protect Parosha Innovators to the point of liability towards third parties.

## 13. RIGHTS OF INTELLECTUAL AND INDUSTRIAL PROPERTY

**13.1** The supplier answers that by him to Parosha Innovators to provide products make no violation on rights of industrial and/or intellectual property of third parties and protects Parosha Innovators against such rededications of third parties.

**13.2** All intellectual tenures and/or rights to ideas or know-how, with respect to at least on all activities, services and/or products, that supplier for Parosha Innovators has performed at least has provided, belongs to Parosha Innovators. The supplier must grant collaboration to this.

**13.3** The all by supplier manufactured matter which she has manufactured within the framework of the product or service to provide, such as product resources, semifinished products, appliances, press, design drawings, models, work diagrams, information bearers, computer programs, data bases, photo-graphic prerecording, litho' s, stereotypes, films, micro- and macro assemblies and terminal equipment belong to in property to Parosha Innovators. The supplier is obliged to deliver prior mentioned matter to Parosha Innovators.

## 14. RIGHTS OF INTELLECTUAL AND INDUSTRIAL PROPERTY

**14.1** The supplier has insured adequately and will keep himself insured adequately for the following risks:

- Third party liability;

- Professions and/or company liability;

**14.2** The supplier gives to Parosha Innovators in advance all rededications to the point of benefits of insurance claims which the supplier has to oblige in the situation in which the supplier is towards Parosha Innovators accountable shortage in the compliance of its oblige and/or unlawfully acts.

**14.3** The supplier is obliged to notify this assignment in the case concerned to its insurer, notwithstanding the competence of Parosha Innovators of this to this insurer to make notification.

## 15. PROTECTION

**15.1** The supplier must protect Parosha Innovators for rededications of third parties. Under the term third parties is also understood the staff of Parosha Innovators.

**15.2** If Parosha Innovators in pursuance of the legal rules concerning barrack liability or under the rules of loaning of workers or different responsible can be put for by the supplier at of the agreement chargeable premiums, social insurance and tax, Parosha Innovators has always the right for each by her to the counterpart to the supplier paying amount on account of this lawmaking chargeable to pay its contents directly to the concerning agencies. Payment of these amounts to the concerning agencies is considered as relieved payment of Parosha Innovators towards the supplier.

## 16. DISPUTES

**16.1** To these conditions as on all resulting disputes applies the Dutch law.

**16.2** All disputes are presented to the competent judge in the district Leeuwarden, unless Parosha Innovators gives the preference to display the dispute to the difference place of establishment of the competent judge in the place of residence of the supplier.