

General Purchase Conditions Regio Venlo Floriade 2012 B.V.

Article 1: Definitions

For the purpose of these conditions the terms below shall have the following meaning:

- a. Agreement: the agreements pertaining to the delivery of goods, services and/or works laid down in writing between the user and the other party.
- b. Conditions: the general purchase conditions that apply to and form part of the agreement.
- c. Delivery: placing one or several goods into the possession and/or in the hands of the user and/or the possible installation and assembly of these goods or the provision of services and/or goods, under whatever title
- d. Electronic(ally): electronic data traffic is taken to mean message traffic via the Internet, subject to the relevant conditions set by Regio Venlo Floriade B.V.
- e. Force majeure: this does not include the failure of third parties to fulfil their obligations towards the other party, unless that is caused by force majeure. Neither is force majeure taken to mean the non-compliance or failure of the third parties hired by the other party, and/or liquidity or solvency problems on the part of the other party or third parties it has hired.
- f. Goods: all objects and property rights.
- g. Instruction: the written instruction for delivery or the acceptance of the other party's offer by the user. The order shall lead to the agreement, provided it has been entered into by a member of staff of the user who has been authorised for that purpose.
- h. Objects: the substances capable of human control.
- i. Offer: the written proposal from another party to supply a certain amount of goods, services and/or works at a certain price.
- j. Other party: a natural person or legal entity that provides the user with goods, works and/or services, or those with whom the user considers entering into an agreement in that respect. The other party shall accept the validity of the general purchase conditions by signing a document or otherwise.
- k. Performance: the provision of goods, works and/or services to be made.
- l. The parties: the user and other party jointly.
- m. User: those who use these general purchase conditions in an agreement, in this case Regio Venlo Floriade 2012 B.V.
- n. Works: the realisation of structural works, road construction works and/or other infrastructural works.

Article 2: Applicability

- 2.1 These general conditions apply to all requests, all instructions issued by the user and all offers made to the user by the other party, as well as every agreement under which another party delivers a performance for the user.
- 2.2 Any stipulations varying from these general purchase conditions shall only be valid if they have explicitly been agreed in writing by the user and the other party. However, deviations from these general purchase conditions shall at all times be preceded by written approval from the user's director under the articles of association.
- 2.3 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) is excluded.
- 2.4 The general purchase conditions of the other party and/or third parties do not apply, unless explicitly agreed otherwise in writing.
- 2.5 The Dutch text of these general purchase conditions shall prevail over any translations thereof.
- 2.6 In the event of an inconsistency, any undertakings specifically agreed on shall prevail over these general purchase conditions.

Article 3: Offers, formation and amendment of agreement

- 3.1 Offers from the other party to the user shall be deemed to be binding for three months, unless the parties have agreed otherwise in writing or electronically. The offers are deemed to be an irrevocable proposal by the other party.
- 3.2 The other party is at all times obliged to notify the user of (imminent) price reductions, also before an agreement is formed between them.
- 3.3 When the other party delivers a performance or makes preparations to that end before having received a written instruction or confirmation of instruction from the user, it shall do so at its own expense and risk.
- 3.4 The costs relating to the offer and any samples required shall be payable by the other party.
- 3.5 Any documentation and samples received with the offer shall not be returned by the user.
- 3.6 The price quoted in the offer is fixed, expressed in Euros and is deemed to relate to all costs to be incurred in order to deliver the goods, services and/or works at the location designated by the user, with the exception of the VAT payable. These costs include expenditure, taxes, excise duties and levies relating to, among other things, production, transport, insurance, import and/or export.
- 3.7 The agreement is formed by the user accepting a written proposal from the other party (the offer), by issuing a written instruction. However, when the instruction is issued after the period referred to in article 3.1 has lapsed (the postmark shall serve as proof of dispatch), or when the instruction deviates from the proposal on more than just minor points, the agreement is formed in accordance with the instruction, unless the other party rejects the instruction in writing within fourteen days of its date.
- 3.8 When the other party has not made a proposal or has made a verbal proposal, the agreement is formed by the other party accepting, in writing, a written instruction from the user within fourteen days of its date.
- 3.9 Amendments and/or additions to the agreement shall only take effect in writing and by mutual consent.

Article 4: Execution of the agreement and delivery

- 4.1 The other party is obliged to deliver the goods, services and/or works in the agreed form, quantity and quality, at the agreed destination on the agreed delivery date.
- 4.2 The other party may fully or partially outsource execution of the agreement to third parties only following the written consent of the user, which consent the user shall not withhold on unreasonable grounds to which the user can attach further conditions.
- 4.3 If the agreement pertains that the other party must coordinate the performances it must deliver for fulfilment with those of other third parties potentially hired by the user, the user shall, following consultation with all parties involved, establish who shall coordinate and be in charge of the work and what each party's tasks are in that respect.
- 4.4 The delivery date or time of delivery agreed by the user and the other party is a deadline, apart from those circumstances that can be regarded as force majeure as referred to in article 6:75, Book 6 of the Netherlands Civil Code.
- 4.5 The goods, services and/or works are deemed to have been delivered the moment they have been delivered by the other party at the location designated by the user, and the user can freely use these goods, services and/or works at that location. In the case of delivery of services or works, the moment at which the service provision or work is completed is regarded as the moment of delivery.
- 4.6 Unless agreed otherwise in writing, the other party shall not be entitled to make partial deliveries or deliver partial performances. The user is entitled to return partial deliveries not agreed on and/or surplus objects at the expense and risk of the other party, without prior notice.
- 4.7 If the other party can reasonably foresee that it is unable to fulfil the agreed obligations towards the user in time, it is obliged to immediately notify the user thereof, stating the reasons, and to confirm this to the user in writing. The other party's notification does not relieve it from its obligations to observe the deadline.
- 4.8 The user shall provide the user with all information, documentation, data, instructions etc, which the commissioning party may reasonably need to make maximum use of the goods, services and/or works, and shall do so in writing or electronically.

Article 5: Acceptance

- 5.1 Within thirty days of delivery, the user shall inspect the goods, services and/or works in terms of nature, condition, quality and quantity, and it shall also determine whether the goods, services and/or works comply with what the parties have agreed on.
- 5.2 The inspection may include the testing and/or sampling of the goods.
- 5.3 The other party shall fully cooperate in an inspection by or at the request of the user and it shall not charge for this.
- 5.4 The user shall inform the other party in writing or electronically within a reasonable term whether the goods, services and/or works have been accepted. When the user does not inform the other party in writing or electronically within a reasonable term about the acceptance, the user is deemed to have accepted the goods, services and/or works.
- 5.5 In the event that the other party keeps the goods in stock or in the event that the goods, services and/or works are not immediately used, rendering inspection impossible, the period referred to in article 5.1 shall take effect the moment the user does start using them.
- 5.6 In the event that the user rejects the goods, services and/or works, it shall notify the other party thereof as soon as possible. The commissioning party shall clearly explain its complaints. In this case, the user has the right to return the delivered and tested or sampled goods, services and/or works to the other party. The related costs and risk shall be at the expense of the other party. When a return shipment is in all reasonableness not possible, the commissioning party shall keep the goods, services and/or works for the other party at its expense and risk.

Article 6: Risk

- 6.1 The risk regarding the objects to be delivered shall pass to the user only upon delivery, provided they have been approved by the user and comply with the agreement. Damage or loss that arises during transport, loading or unloading shall be payable by the other party at all times.
- 6.2 The goods, services, and/or works delivered and to be delivered are and remain at the risk of the other party until an appropriately authorised person has taken possession of them on behalf of the user and has accepted them in accordance with the provisions of article 5.
- 6.3 The other party must ascertain that the person who takes possession of the goods, services and/or works is indeed authorised to do so.
- 6.4 Without prejudice to the above provisions, the risk for goods, services and/or works which the user has made available to the other party for repairs, treatment or processing is vested in the other party.
- 6.5 With a view to the above, the other party is obliged to properly insure the goods, services and/or works and to take any other measures in order to prevent or minimise the destruction or loss of goods, services and/or works.

Article 7: Property, intellectual property rights: ownership of objects and other rights

- 7.1 The rights (of use) on the goods, services and/or works shall transfer from the other party to the user after the user's acceptance in accordance with the provisions in article 5 of these conditions, unless the parties have agreed otherwise in writing.
- 7.2 A In the event that the goods, services and/or works are a literary work (including software), scientific work or artwork made on the instruction of the user, the corresponding copyright shall transfer at the time of delivery. Unless otherwise agreed in writing, all intellectual (property) rights, including copyrights and patent rights which can or shall be exercised with regard to the results of the agreement, are vested in the user.
 After the user has fulfilled all its financial obligations of the agreement, the other party shall transfer these rights to the user by virtue of these purchase conditions, which transfer shall, upon conclusion of the agreement in that event be accepted by the user immediately after the establishment of those rights.
 Furthermore, the other party shall, on the instructions of the user, transfer all intellectual (property) rights, including copyrights and patent rights, that are established during the execution of the agreement to the user, which transfer shall, upon conclusion of the agreement in that event be accepted by the user immediately after the establishment of those rights.

Insofar as any act would be required for the transfer of such rights, the supplier shall, on demand of the user, fully cooperate in the transfer of such rights to the user, without being entitled to set any (further) conditions.

- B Any costs relating to establishing certain intellectual (property) rights shall be payable by the user.
 - C The other party irrevocably authorises the user to enter the transfer of these intellectual (property) rights in the relevant registers.
- 7.3 During the performance the other party can, if agreed by the parties, use objects that are the property of the user and that are given on loan for the agreed purpose. Conditions can be attached to this loan for use.
- 7.4 Reservations of title invoked by the other party are not applicable. The user hereby explicitly rejects such reservation. The other party explicitly accepts that rejection.

Article 8: Payment

- 8.1 The user shall pay the other party's invoice within thirty days of the invoice date. In the event that an invoice is received before the goods, services and/or works have been delivered in their entirety, the user shall pay the invoice within thirty days of completion of the delivery. Invoices are sent either by ordinary mail or email. A combination of the dispatch and receipt theory applies.
- 8.2 The invoice of the other party must be sent to the user and be addressed to the contact person appointed by the user, stating the date and the user's instruction number. The invoice also contains a specification of the goods, works and/or services in question.
- 8.3 Invoices that do not comply with this shall not be processed and shall be returned.
- 8.4 Payment does not constitute acceptance in accordance with article 5 of these general purchase conditions and does not affect the user's right to fulfilment of the agreement.
- 8.5 This article does not affect any rights of the user to, among other things, suspension, exercising a right of retention, dissolution and setoff.
- 8.6 In the event that the user fails to fulfil its payment obligation in time, it shall be obliged to pay no more than the statutory interest and it shall not have to pay this before the other party has allowed it a reasonable term in writing to fulfil its obligations after all.

Article 9: Guarantee and Safety

- 9.1 The other party guarantees that the delivery of the agreed performance and the normal use thereof, in the broadest sense of the word, shall not infringe any third-party patent rights, copyrights, trademark rights, design rights or other absolute rights. The other party indemnifies the user against any relevant claims.
- 9.2 The other party guarantees that the delivered goods, services and/or works are as agreed and as such of good quality, new (unless agreed otherwise), free of any visible and invisible defects and suitable for their designated use, made of sound materials and in compliance with relevant Dutch and European legislation, as well as the requirements of the industry-related quality and safety standards and prevailing environmental and health standards.
- 9.3 The other party guarantees that the delivered goods and works shall, for a period of at least one year after acceptance in accordance with article 5, be free of manufacturing, construction, design and material faults. The other party gives a guarantee on the services delivered for a period of at least one year, counting from the date of their delivery.
- 9.4 The guarantee period mentioned in article 9.3 is extended with the period during which the goods, services and/or works cannot be used by the user as intended due to a defect or unsuitability that can be attributed to the other party. In the event that the goods, services and/or works or parts thereof are repaired or replaced, the full guarantee period shall again apply to the goods, services and/or works or parts thereof.
- 9.5 Staff and/or auxiliary persons engaged by the other party in the execution of the agreement shall meet the special requirements, and failing those, the general requirements of craftsmanship and expertise set by the user.
- 9.6 When the performance is delivered in the grounds of the user or third parties, the other party shall be obliged to observe the locally prevailing safety regulations, including the user's regulations or those of third parties.

Article 10: Liability: Dissolution

- 10.1 a. In the event that the other party fails to fulfil its obligations by virtue of an agreement and/or these purchase conditions, the other party shall be in default (by operation of law) without further notice being required, and it shall be obliged to compensate the user for all losses incurred and to be incurred, unless it concerns a case of force majeure as referred to in article 6:75, Book 6 of the Netherlands Civil Code and as referred to in article 1.e of these purchase conditions.
- b. In the event that the other party is confronted with a case of force majeure as referred to in article 6:75, Book 6 of the Netherlands Civil Code and as referred to in article 1.e of these purchase conditions, the other party may suspend the fulfilment of its obligations by virtue of the agreement, on the condition that the other party shall notify the user thereof within twenty-four hours of the force majeure-causing situation taking place, stating the cause of the case of force majeure. For a period of eight working days following receipt of the notification, the user is entitled to dissolve the agreement in writing, without this constituting any right to compensation, or to agree a period with the other party during which the parties suspend fulfilment of the agreed obligations in anticipation of the discontinuation of the force majeure situation.
- c. After the case of force majeure has lasted for two months, or if the force majeure situation is expected to last for more than two months upon commencement thereof, the user is entitled to fully or partially dissolve the agreement by means of a written or electronic notification, without legal intervention being required and without the user being obliged to pay any compensation.
- d. Insofar as this can be reasonably expected of the other party, it undertakes to (instruct someone to) remove every cause of the case of force majeure as soon as possible.
- 10.2 The other party indemnifies the user against all third-party claims for compensation for damage or loss through or in connection with the execution of the agreement. Third parties are also taken to mean the user's members of staff and those who work on the instructions of the user.
- 10.3 Without prejudice to all other rights, the user is entitled to dissolve the agreement in whole or in part if any benefit is or has been offered to or conferred on a person who forms part of the user's company or to or on one of its subordinates or representatives by the other party or one of its subordinates or representatives.
- 10.4 The product liability regarding the delivered, used or processed goods, services and/or works is vested entirely in the other party. The other party indemnifies the user against third-party claims resulting from or relating to the goods, services and/or works delivered, provided or used by the other party.
- 10.5 The other party is liable for and shall indemnify the user against all third-party claims for damage or loss that is the direct or indirect result of the other party's imputable failure to fulfil its obligations towards the user, or an unlawful act on the part of the other party. The other party vouches for the acts or omissions of its staff or the third parties hired for the execution of the agreement as if those acts or omissions were its own.
- 10.6 If, in order to deliver the agreed performances, the other party uses objects that are the property of the user as referred to in article 7.3 of these purchase conditions, and that are given on loan for the agreed objective, the other party is liable for any damage to these objects. If as a result of the presence of the user's objects at the other party's premises, the other party and/or third parties are harmed in whatever way during the execution of the agreement, this harm shall be at the full expense and risk of the other party. As appropriate, the other party shall indemnify the user against third-party claims.
- 10.7 The costs of all judicial and extrajudicial measures, including in any case collection costs and costs for legal aid, incurred in connection with the non-compliance and/or violation on the part of the defaulting party, shall be payable by that party.

Article 11: Insurance

- 11.1 The other party shall take out adequate insurance by virtue of its legal and/or contractual liability towards the user. The other party shall furthermore insure all operational risks that are insurable on normal conditions.
- 11.2 The other party shall also insure all goods and/or works, which it gains possession of by virtue of the agreement, against all damage, including damage caused by incorrect or insufficient

treatment that may be inflicted on the goods and/or works during the time that the other party has the goods and/or works in its possession.

- 11.3 On the user's demand, the other party undertakes to submit documentary proof of insurance, as well as documentary proof demonstrating that the insurance premium is paid (in time).

Article 12: Duty of disclosure: Secrecy

- 12.1 In the event that the other party anticipates or should in all reasonableness anticipate that it shall fail to fulfil one or more of its obligations, including non-delivery and/or poor and/or late delivery, as well as any change to the composition or properties of the goods, services and/or works to be delivered, the other party is obliged to immediately notify the user thereof in writing in advance, stating the reasons and anticipated duration of the delay.
- 12.2 All information of whatever nature (to be) exchanged by the parties in connection with (any) formation of an agreement or during the term of the agreement, which information provides or has provided both parties with an insight or which they are confronted with, shall be treated as confidential by the parties. This information shall hereinafter be referred to as "confidential information".
- 12.3 The parties shall not use, copy or store this information for purposes other than it was provided for.
- 12.4 The parties are not permitted to disclose the confidential information to third parties in whatever way, unless they have received the written consent of the other party.
- 12.5 The parties undertake to ensure that only their staff, involved in the (possible) formation or execution of the agreement, shall have the confidential information at their disposal. Staff not involved with this, shall be regarded as third parties within the meaning of article 12.4.
- 12.6 During the preliminary talks on an agreement between the parties, during the execution of the agreement and following termination of the agreement, the other party is obliged to observe secrecy with respect to the existence and contents of the agreement and all knowhow and information received from the user.

Article 13: Penalty

- 13.1 Without prejudice to the provisions in articles 10 and 11 of these purchase conditions, the other party owes the user an immediately due and payable lump sum penalty of ten percent of the total order amount in the event of an imputable failure to comply, and one percent of that amount for each day that the delay continues in the event of late compliance, all this without prejudice to the user's right to compensation. The penalty is subject to a minimum of EUR 2,500 (in words: two thousand five hundred Euros).
- 13.2 The user is entitled to the penalty amount, without prejudice to all other rights or demands, including:
- a. its demand for fulfilment of the agreed obligations;
 - b. its right to have a third party deliver the goods and/or works following a notice of default at the expense of the other party and/or to have a third party provide the services at the expense of the other party;
 - c. its right to compensation, insofar as the losses exceed the penalty amount.
- 13.3 The penalty shall be set off against the payments owed by the user, regardless of whether the claim to pay has been transferred to a third party.

Article 14: Suspension: Right of retention: Setoff

- 14.1 The other party is not entitled to suspend its obligations towards the user and to exercise any right of retention against objects that are the property of the user or objects which the user somehow has a claim on. Neither is the other party entitled to setoff.
- 14.2 Article 10.7 of these purchase conditions applies.

Article 15: Continuing performance contracts

- 15.1 The user may terminate any continuing performance contracts concluded with the other party by means of a written notification at all times, without having to state the reason, subject to a notice period of three months, unless explicitly agreed otherwise by the parties.

15.2 Price adjustments can be implemented only when they have been announced to the user and have been approved in writing by the user.

Article 16: Termination

16.1 Without any obligation to pay compensation and without prejudice to its other rights and without a notice of default or legal intervention being required, the user is entitled to terminate or dissolve the agreement in part or in full with immediate effect at any time by means of a written notification to the other party, or to suspend the (further) execution of the agreement with the other party in the event that:

- the other party is declared insolvent;
- a petition for the liquidation of the other party has been filed or the other party itself has filed a winding-up petition;
- the other party is granted a (temporary) moratorium;
- an agreement is reached with the other party's liquidators;
- the other party loses the disposal of (a substantial part of) its assets, e.g. as a result of seizure;
- the other party discontinues its business or an important part thereof, which includes liquidation of the business or the contribution of the business to a new or existing company;
- a resolution to dissolve the other party as a legal entity has been passed;
- the other party assigns the assets;
- third parties, not being subsidiaries or group companies as referred to in articles 2:24a and 2:24b, Book 2 of the Netherlands Civil Code, obtain direct or indirect control of the other party's activities;
- the other party fails to fulfil any of its obligations arising from the law or agreement or fails to do so in full, or if it violates the agreement and/or purchase conditions.

Article 17: Transfer of rights and obligations

17.1 Without the prior written permission of the user, the other party is not entitled to transfer the rights and obligations resulting from the agreement to third parties, to dispose of them or to encumber them, with the exception of the right to remuneration.
The user may attach conditions to its permission.

Article 18: General provisions

18.1 The agreement and these purchase conditions are governed by Dutch law.

18.2 All disputes (including those regarded as such by only one of the parties) which may arise as a result of or in connection with the interpretation or execution of these provisions or the agreement, shall be exclusively submitted to the competent court of first instance in Roermond, unless the parties agree on a different type of dispute settlement.

18.3 In the event that the user for reasons of its own waives any right or meets the other party in a different manner, these concessions shall be limited to the specific circumstances of the case and they shall not affect the rights which the user may exercise in different circumstances.

18.4 The user reserves the right to make changes in or additions to the purchase conditions. Changes and additions shall be announced to the other party in writing and shall be implemented at a date to be stipulated by the user. In the event that the other party is negatively affected by the change, it can, with effect from the date on which the new purchase conditions come into force, terminate the agreement within fourteen days of having been notified of the change.

18.5 In the event that one or more provisions in the agreement to which these purchase conditions apply deviate from these purchase conditions, the provisions in the agreement shall prevail.

18.6 If any provision in the agreement and/or purchase conditions is invalid, the agreement and/or purchase conditions shall remain in full force. In the event that the invalid provision is a key stipulation, the user and the other party shall agree on a new stipulation that reflects the parties' intentions as closely as possible. In the event that the invalid provision is not a key stipulation, the user shall, in accordance with article 18.4, stipulate a new provision that reflects the purport of the invalid provision as closely as possible.

18.7 Unless agreed otherwise, communication regarding the agreement, regardless of its form, shall take place in Dutch.