

**Article 1. Definitions**

In these General Terms and Conditions, the following terms will be understood to have the meanings assigned to them below, unless explicitly stated otherwise or the context indicates otherwise:

Buyer:	SIGNICAST CIREX EUROPE B.V.
Supplier:	Each natural person or legal entity who has entered into an Agreement with the Buyer for the delivery of Products and/or Services.
Agreement:	Any agreement between the Buyer and Supplier.
Product:	An item that is ordered by the Buyer from Supplier.
Services:	The services as described in the Agreement.
In writing:	By letter or electronic message.

**Article 2. Applicability of these Terms and Conditions**

- 2.1. These General Terms and Conditions are applicable to all enquiries, offers and agreements. By entering into the Agreement, the Supplier accepts these General Terms and Conditions.
- 2.2. By accepting these general terms and conditions, the Supplier fully waives the application of its own general terms and conditions.
- 2.3. Deviating provisions in individual agreements prevail over these General Terms and Conditions. Regardless of their form, deviating conditions must be confirmed in writing by the Buyer.
- 2.4. These General Terms and Conditions have originally been drawn up in Dutch. In case of ambiguities or differences in meaning or interpretation between the Dutch-language version of these Terms and Conditions and the translation of these Terms and Conditions, the Dutch version shall prevail.

**Article 3. Offer and entering into the Agreement**

- 3.1. The intellectual property rights, as referred to in Article 8, relating to the offer rest with the Buyer. Without prejudice to the provisions of Article 9, data from the offer, including documents submitted in connection with the offer, may not be copied, used or disclosed to third parties without the prior written consent of the Buyer.
- 3.2. Agreements and orders, as well as any amendments thereto, shall not become effective until the Buyer has accepted and confirmed the Agreement in writing.
- 3.3. Any costs associated with the preparation of offers or quotations, including the costs of advice, drawings and/or other costs incurred on behalf of the Supplier, will not be reimbursed by the Buyer.

**Article 4. Assignment and payment**

- 4.1. The agreed prices are fixed and shall not be subject to change unless otherwise agreed in writing.
- 4.2. The agreed prices or rates are in euros, excluding VAT and other levies and taxes imposed by the government.
- 4.3. Any increase in cost-determining factors occurring after the conclusion of the Agreement will remain at the expense of the Supplier, regardless of the period elapsed between the conclusion of the Agreement and its execution.
- 4.4. The payment term is 45 days from the Buyer's receipt of the relevant invoice, unless agreed otherwise in writing.
- 4.5. In the event of complaint(s) regarding the quality and/or quantity of the Products and/or Services delivered or if the delivered Products and/or Services do not comply with the Agreement, the obligation to pay shall be suspended. Payment cannot be considered as recognition by the Buyer of the soundness of the Products and/or Services in the condition in which they were delivered.

**Article 5. Transport and delivery**

- 5.1. The Buyer reserves the right to draw up regulations regarding the packaging, labelling, transport and delivery of the Products carried out by the Supplier.
- 5.2. The Supplier is obliged to accompany the transport of the Products to be delivered with at least the following documents: a bill of lading stating the Buyer's order number and article number, the quantity of the Products to be delivered and the country of origin.
- 5.3. The delivery time or execution period indicated is binding. If it is exceeded without prior written approval by the Buyer, the Buyer shall in all cases retain the right to cancel the order in whole or in part, without notice of default or legal intervention.
- 5.4. The Supplier shall immediately inform the Buyer in writing as soon as circumstances arise or are foreseeable as a result of which the Supplier is unable to fulfil its obligations to the Buyer, or is unable to do so on time properly.
- 5.5. The Supplier may be held liable for all damage suffered by the Buyer as a result of exceeding the delivery and/or execution period as referred to in paragraph 5.4 of this article.
- 5.6. Delivery to the destination specified by the Buyer will take place on the basis of the delivery condition 'Delivery Duty Paid' in accordance with the ICC Incoterms applicable on the date of the offer, unless agreed otherwise in writing.
- 5.7. Delivery of more or less than specified in the Agreement will only be accepted if the Buyer has expressly agreed to this in writing.

**Article 6. Transfer of ownership and risk**

- 6.1. The Buyer shall acquire ownership of the Products after these have been delivered or paid for, whichever is earlier. The Supplier shall bear the risk of harm to or loss of the Products until the time at which the Products and/or Service are delivered to, and accepted by, the Buyer.
- 6.2. At the time of approval of the Products and/or Services after delivery, ownership thereof is transferred fully and unencumbered to the Buyer.
- 6.3. Approval as referred to in Article 6.2. shall be evidenced by the Buyer's or its representative's signature and stamp on the Supplier's delivery note. Such approval shall have no other effect than to complete the delivery.

**Article 7. Quality and inspection**

- 7.1. The Buyer has the right to inspect or test the Product and/or Service at any time.
- 7.2. The Buyer may assume that the Product and/or Service answers to the Agreement, is of good quality and free of defects in design, processing, fabrication, construction and measurement, as well as free of defects in the parts and/or materials used.
- 7.3. Neither receipt nor payment of the Product and/or Service constitutes acceptance.
- 7.4. If the Product and/or Service delivered by the Supplier does not answer to the Agreement, the Buyer has the right to reject it.
- 7.5. In the event that the Buyer rejects the Product and/or Service, the Supplier is obliged, within the period set by the Buyer: (i) to ensure that the Product and/or Service is

repaired free of charge; (ii) to ensure that the Product and/or Service is replaced free of charge and to continue to perform the Product and/or Service in accordance with the Agreement.

**Article 8. Intellectual Property**

- 8.1. The Supplier agrees that all intellectual property rights, such as, but not limited to: information, drawings, special knowledge (know-how), technical descriptions, calculations, specifications and other data made available, may not be used, copied, published, reproduced or passed on to or brought to the attention of third parties without the written consent of the Buyer, unless and to the extent that this is necessary for the Product and/or Service of the delivery for which it was provided and with the mention of the name of the Buyer.
- 8.2. The Supplier agrees that all intellectual property rights, including information, drawings, special knowledge (know-how), technical descriptions, calculations, specifications and other data provided remain the property of the Buyer.

**Article 9. Confidentiality**

- 9.1. All information provided by the Buyer such as, but not limited to: models, design data, images, drawings, know-how, other data and documents is confidential and shall be treated as confidential information and used exclusively for the purpose of the agreement.
- 9.2. Confidential information as referred to in article 9.1. shall not be transferred, reproduced or made public.

**Article 10. Products provided**

- 10.1. All Products and copies thereof made available to Supplier by the Buyer for the Product and/or Service of an Agreement shall in all circumstances remain the property of the Buyer.
- 10.2. All items made available by the Buyer, such as but not limited to: drawings, moulds, models, etc., shall remain the property of the Buyer and shall be returned to the Buyer immediately upon termination of the Agreement.
- 10.3. The Supplier may neither use the items made available nor allow them to be used by third parties for or in connection with any purpose other than the Product and/or Service of the Agreement to the Buyer, unless otherwise agreed in writing by the Buyer.

**Article 11. Guarantee**

- 11.1. The Product and/or Service delivered must comply with the Agreement. It must have the properties that the Buyer may expect under the Agreement, in particular the properties that are necessary for normal use of the Product and/or Service, the presence of which the Buyer does not need to doubt, as well as the properties necessary for a special use provided for in the Agreement.
- 11.2. If the agreed Product and/or Service has not been performed properly, the Supplier shall immediately perform the Product and/or Service properly, either by repair or replacements, at the Buyer's option.
- 11.3. In the event of non-compliance by the Supplier, the Supplier will bear all costs associated with repair of the defect or replacement of the Product and/or Service, as well as repair of the defect or replacement by third parties.

**Article 12. Liability**

- 12.1. The Supplier shall be liable for damage caused to or by the Product and/or Service as a result of errors or defects in the delivered Product and/or Service.
- 12.2. The liability also extends to damage caused by exceeding the delivery time, damage to Products of third parties, business damage, damage in connection with product liability and other indirect damage that may be suffered by the Buyer or by third parties. The Supplier shall indemnify the Buyer against liability towards third parties and will compensate the Buyer if necessary.

**Article 13. Corporate Social Responsibility**

- 13.1. The delivered Product and/or Service shall comply with the applicable laws or other government regulations in the Netherlands and/or the European Union, such as those relating to health, safety, environmental hygiene and all applicable human rights laws, including local laws and international frameworks.
- 13.2. The Supplier has taken note of and agrees with the entire content of the Supplier Code of Conduct of the Buyer. The Supplier confirms and guarantees that it will fully comply with the Supplier Code of Conduct in the execution of the Agreement.
- 13.3. The Supplier further declares that the Product and/or Service is free from conflict minerals, i.e. that materials are sourced only from conflict-free zones, sources and smelters.

**Article 14. Suspension, dissolution and termination of the contract**

- 14.1. If the Supplier does not comply with the Agreement, fails to perform it properly or fails to perform it on time, or if it is feared that the Supplier will not meet its obligations, as well as in the event of impending bankruptcy, suspension of payments, winding-up or liquidation or any similar situation of the Supplier's company, the Buyer has the right, without notice of default and without judicial intervention, to suspend the Product and/or Service of the Agreement and/or to dissolve the agreement in whole or in part by means of a written notice, without the Buyer being obliged to pay any compensation or provide any guarantee.

**Article 15. Force majeure**

- 15.1. The Supplier shall under no circumstances be entitled to invoke force majeure (within the meaning of Section 6:75 of the Dutch Civil Code) in the event of (i) failure by a third party to fulfil any obligation towards the Supplier, (ii) illness of the Supplier's personnel, (iii) strikes of the Supplier's personnel, (iv) traffic disruptions and/or (v) liquidity or solvency problems of the Supplier.

**Article 16. Disputes**

- 16.1. All agreements entered into by the Buyer shall be governed by Dutch law, to the exclusion of the Vienna Convention on Contracts for the International Sale of Products.
- 16.2. Disputes, including disputes that are considered as such by only one of the parties, i.e. the Supplier and/or the Buyer, or further agreements that may result from the Agreement, shall be submitted to the competent Dutch civil court at the Buyer's place of business. The Buyer may deviate from this jurisdiction clause and apply the statutory rules of jurisdiction.