

**GENERAL TERMS AND CONDITIONS OF PURCHASE  
ROVAL ALUMINIUM B.V.**

A Reynaers company

**Article 1: Definitions**

1. The following definitions shall apply in these general terms and conditions of purchase: **Roval**: the private limited company Roval Aluminium B.V., with registered office in Helmond, and any affiliated legal entities or persons who make use of these general terms and conditions of purchase.

**Supplier**: the natural person or legal entity commissioned by Roval to supply goods or provide services or from whom a quote is requested by Roval.

**Agreement**: the agreement reached between the Supplier and Roval concerning the supply of goods and/or the provision of services by the Supplier to Roval.

**Article 2: Scope of application**

1. These general terms and conditions of purchase shall apply to all requests made by Roval to the Supplier to submit a quote, to the quote to be submitted by the Supplier to Roval, to orders from Roval and to all Agreements to be concluded by Roval with the Supplier. The validity of general terms and conditions declared applicable by the Supplier shall not be accepted by Roval.
2. Exemptions from these general terms and conditions of purchase shall only be possible with the express written consent of Roval, indicating the provisions that are not applicable.
3. Unless the Supplier has expressly indicated otherwise to Roval, once an Agreement has been established, all resultant or new Agreements between parties shall also be governed by these general terms and conditions of purchase.
4. If Roval and the Supplier agree special terms and conditions of purchase which differ from these general terms and conditions of purchase, these different terms and conditions shall apply only to the Agreement for which these different terms and conditions are agreed between the parties and these different terms and conditions shall have no effect on other Agreements between the parties.
5. Should one of the provisions in these terms and conditions be null and void or otherwise invalid, the other provisions remain in force.

**Article 3: Establishment of Agreement**

1. The Agreement shall be established by:
  - a. Express acceptance in writing of a quote from the Supplier by a person authorised to this effect on behalf of Roval.
  - b. Express or tacit confirmation by the Supplier of the order from Roval to supply goods and/or perform services, said confirmation being deemed to indicate acceptance of these general terms and conditions by the Supplier. Tacit confirmation shall be deemed to have been provided among other things if the Supplier starts to fulfil the order given.
2. A quote from a Supplier shall be irrevocable for a period of 60 days after reaching Roval, unless another period is expressly stated in the quote.
3. If Roval places an order with the Supplier verbally, written confirmation of the order from Roval shall be deemed to accurately reflect the content of that which has been agreed unless the Supplier objects to the content in writing within five working days.

**Article 4: Delivery**

1. The Supplier shall deliver the goods to the agreed place within the agreed period.
2. Deliveries shall be made carriage paid including duties to the warehouses of Roval, unless another place of delivery is expressly agreed in writing. Transfer of risk shall take place at the time when the goods are unloaded. If goods are delivered before the agreed time, the risk shall not be transferred until the agreed time of delivery.
3. Upon delivery, the Supplier provides a packing list in duplicate which states:
  - a. The quantities to be delivered and actually delivered;
  - b. The weight;

- c. A description of the goods;
- d. The purchase number;
- e. The contract number.

The packing list should be presented for signing upon delivery to a person from Roval authorised to sign.

4. The Supplier shall not be free to make partial deliveries if this has not been expressly agreed in writing. If the Supplier delivers too little, it shall immediately be in default and obliged to supply the missing part immediately, without prejudice to the right of Roval to compensation.
5. If the Supplier delivers too much, it shall remove the surplus within four working days, without prejudice to the right of Roval to compensation for storage of the excess goods delivered.
6. Roval shall have the right at all times to defer the delivery of the goods and/or the provision of the services. In this case the Supplier shall – insofar as is necessary – pack the goods properly, store them separately and recognisably, preserve, secure and adequately insure them.

**Article 5: Delivery time**

1. All agreed delivery periods are deadlines for the Supplier. In the event of late delivery, the Supplier shall be in default as of the agreed date without further formal notice.
2. Should the Supplier foresee (or be able to foresee) that it will not be able to fulfil any obligation under the agreement on time, it should immediately inform Roval of this in writing, stating the reasons for and the expected length of the delay.
3. Should the Supplier default, Roval shall have the right, without the intervention of the courts and without prejudice to its other rights, to terminate the Agreement in whole or in part and to have the delivery made by a third party at the expense of the Supplier.
4. Should a penalty be agreed for late fulfilment of any obligation on the part of the Supplier, this penalty shall serve solely to encourage timely fulfilment and shall not be deducted from any compensation accruing to Roval.

**Article 6: Packaging and transport**

1. The Supplier shall pack and protect the goods to be delivered such that given normal transport and normal handling, they reach their destination intact and can be safely unloaded.
2. All goods delivered to Roval should bear labels and/or indications enabling the unambiguous identification of the relevant article by Roval.
3. When packaging and transporting goods, the Supplier shall comply with all (additional) instructions from Roval on this matter, take out adequate transport risk insurance and ensure that the required documents are provided.
4. The Supplier is responsible for taking account of national, international and supranational regulations on the packaging and transport of the goods and indemnifies Roval against any loss and/or costs.
5. Shipments that fail to comply with the above may be refused by Roval.
6. Roval shall return the packaging on behalf of and at the risk of the Supplier while crediting of the amount charged to Roval by the Supplier for this.
7. The processing or destruction of (transport) packaging materials is the responsibility of the Supplier. If on the request of the Supplier packaging materials are processed or destroyed by or through Roval, this shall be done at the risk and on behalf of the Supplier.

**Article 7: Transfer of ownership and distribution of risk**

1. Ownership of the delivery shall be transferred to Roval upon delivery at the agreed place, without prejudice to all rights of rejection of Roval accruing to Roval on the basis of these general terms and conditions of purchase and the law. Any retention of ownership is excluded. Should the goods to be delivered nevertheless be subject to any rights of third parties, the Supplier shall immediately inform Roval of this in writing.
2. In the event of advance payment or interim payments, ownership of the goods delivered passes to Roval at the time of the payment in question and in proportion to the payment in question. This shall not release the Supplier from its obligations to manage the goods with due diligence before delivery and insure them adequately until the total delivery to Roval has been completed.

**Article 8: Provision of property of Roval**

1. Should Roval make materials such as raw materials, ancillary materials, tools, drawings, specifications and software available to the Supplier, these remain the property of Roval. The Supplier shall store said goods separately from goods that belong to the Supplier or third parties. The Supplier shall mark the goods of Roval as the property of Roval. The Supplier shall immediately return these goods to Roval on the request of the latter, even if the Supplier has incurred costs relating to this property of Roval.
2. The Supplier shall not have the right to make property of Roval available to third parties without the express written consent of Roval.
3. The Supplier may only deploy the property of Roval to fulfil agreements with Roval.
4. Should Roval make goods available to the Supplier for treatment or processing, to be combined or mixed with goods that do not belong to Roval, Roval shall remain or become the owner of the goods resulting therefrom. The Supplier shall be obliged to keep these goods in its possession, clearly marked, and shall bear the risk of this until the time of delivery of the goods to Roval.
5. Should Roval make goods available that have been assembled or that are still to be assembled to the Supplier for testing or bringing into operation, the Supplier bears the risk thereof from the time they are made available until written approval and acceptance by Roval.
6. The Supplier shall inform third parties intending to lay claim to the property of Roval concerned of the right of ownership of Roval. The Supplier shall also immediately inform Roval in writing if a third party intends to lay claim to said property of Roval. Roval shall have the right to take back the property concerned should a third party intend to lay claim to its property which it has made available to the Supplier.
7. Should the Supplier fail to fulfil obligations formulated in this article, the Supplier shall forfeit a fine, payable immediately, of €1,500 per infringement, increased by €500 for each day that the infringement persists.

**Article 9: Prices**

1. Unless otherwise stipulated in writing in the Agreement, the price shall be fixed and binding. The price indicated excludes turnover tax (VAT) and includes dues, sureties and other factors that increase the price, including but not limited to increases required by law, insurance, transport, etc.
2. Additional work shall only be undertaken after a written order to this effect from Roval.

**Article 10: Invoicing and payment**

1. The Supplier shall be obliged to submit its invoices to Roval in duplicate and shall comply with the 1968 law on turnover tax and all other legal provisions on this matter. Invoices should be addressed to the financial administration of Roval, mentioning the purchase number and the contract number. As long as an invoice fails to comply with the requirements laid down, Roval shall have the right to suspend it.
2. The Supplier shall not have the right to increase invoices with surcharges such as those relating to credit limitations, order costs, administration costs, clearance charges or packaging.
3. The invoice shall be paid, including VAT, within the agreed payment term, provided that the goods have been received or the services provided and approved by Roval. Should no payment term be agreed between the parties, a payment term of 60 days as of receipt of the invoice shall apply.
4. Roval shall have the right to defer any payment if a shortcoming is observed by Roval in the goods delivered or the services provided (including improper functioning during the valid guarantee period).
5. Roval shall have the right to offset the amount invoiced against all amounts owed by the Supplier to Roval, regardless of the grounds giving rise to these payment obligations.
6. Payment by Roval shall not imply any approval of the goods or services delivered or provided or any waiver of rights, expressly including the right to claim compliance or compensation.

**Article 11: Liability**

1. Roval shall not be obliged to provide any compensation to the Supplier other than compensation for losses based in imperative legal provisions (including liability for intent or serious fault).
2. Without prejudice to the above paragraph, Roval shall not under any circumstances be liable for:
  - a. Indirect damage, including: trading loss of the Supplier, losses of the Supplier relating to moveable or immovable goods; losses affecting people working at the Supplier or third parties.
  - b. Losses caused by careless behaviour by or owing to the Supplier.
  - c. Losses due to infringement of patents, licences or other intellectual property rights or related rights of third parties further to the use or provision by or on behalf of the Supplier of data such as drawings, models, designs, etc.
3. If the Supplier assists with the assembly or preparation for use, this shall be done at the risk of the Supplier.

**Article 12: Insurance duty of the Supplier**

1. The Supplier undertakes to take out adequate CAR insurance providing total cover (with minimum cover of €1,500,000) and maintain the policy throughout the period of the agreement to cover (consequences of) the indemnification or indemnifications referred to in these terms and conditions and to cover the liabilities accepted by it by virtue of these terms and conditions, based thereon or underlying them.
2. Immediately on the request of Roval, the Supplier shall provide for inspection the terms and conditions of the insurance policy or policies referred to in this article.
3. In the event of losses or incidents occurring and caused by it, the Supplier shall always approach its own insurer, even if Roval is also insured for the loss caused by the Supplier. For or on behalf of the seller, under our continuous CAR insurance policy claims only arise once Roval - after an incident or claim - has granted its CAR insurer consent in this respect.
4. Should the Supplier infringe upon the insurance duty referred to in this article, Roval shall have the right to terminate the agreement without the intervention of the courts, without prejudice to other rights accruing to Roval, including that to compensation for all direct and/or indirect loss suffered by Roval as a consequence.

**Article 13: Confidentiality and penalty**

1. The Supplier is obliged to maintain confidentiality in respect of third parties of all company data of Roval that have come to its knowledge further to the order from Roval.
2. The existence of the Agreement may not be disclosed to third parties without the express written consent of Roval.
3. In the event of an infringement of that stipulated in paragraphs 1 and 2 of this article, the Supplier shall owe Roval an immediately payable penalty of €10,000, without prejudice to the right of Roval to claim the actual loss from the Supplier.

**Article 14: Guarantees**

1. The Supplier provides the following guarantees:
  - a. The goods delivered and/or services provided possess the properties that Roval may expect on the basis of the Agreement and are therefore fully suited to the purpose for which they are intended.
  - b. The goods delivered and services provided are entirely complete and ready for use. The Supplier shall ensure that, among other things, all components, ancillary materials, accessories, tools, spare parts, instructions for use and instruction manuals that are necessary to achieve the goal indicated by Roval are also supplied.
  - c. The information provided (such as instructions for use and oral and written instruction/advice) shall be correct.
  - d. Items such as software, peripherals, technical drawings, circuit diagrams or work schedules, instructions for use or operation, drawings, shall not infringe the industrial or intellectual property rights or any related rights of third parties.
  - e. The goods supplied and/or services provided shall be of good quality and free of design, performance and/or material faults, and new materials and competent staff shall be used or deployed for the performance of the activities relating to the delivery.
  - f. The goods delivered and/or services provided shall comply with the laws applicable in the Netherlands and the European Union or other government requirements, such as those relating to health, safety, environmental hygiene and electromagnetic interference.
  - g. The Supplier shall instruct its staff and all those it involves in the fulfilment of the agreement so as to ensure strict compliance with the (safety) regulations applicable at Roval such as access rules. These regulations shall be given to the Supplier immediately upon request.
  - h. Insofar as the goods are delivered and/or the services are provided in a place away from the company premises and/or sites of the Supplier, the Supplier shall comply with the locally applicable laws and government requirements and the requirements declared applicable by Roval or its principal for this place.
  - i. With the provision of services, the Supplier shall bear full liability for all damage that occurs during the performance of these services, bear full responsibility for supervision and undertake to take out adequate insurance and maintain such insurance for all liability risks.
  - j. Should the Supplier make use of the knowledge and skills of a Roval staff member when providing services, the Supplier remains liable for the proper fulfilment and delivery of the goods or services.
  - k. Drawings, diagrams and all other descriptions made available by Roval to the Supplier remain the property of Roval and may not be reproduced or shown to third parties by the Supplier without the express, written consent of Roval.
2. A guarantee period applies for the goods delivered and the services provided during which the Supplier shall repair all faults immediately at the request of Roval at no cost to Roval. Repairs should also be understood to mean replacement of faulty components. After the repair of the fault concerned, the guarantee period starts again.

3. Should no guarantee period be expressly agreed, a guarantee period of twelve months after delivery applies.
4. Roval shall have the right to do everything necessary to ensure the continuity of its businesses in the event of defects in the delivered goods, without this causing the guarantee to lapse. The costs incurred by Roval as a result shall be borne by the Supplier.
5. Should reference be made in the Agreement and/or the related information to technical, safety, quality and/or other requirements, the Supplier shall be deemed to be familiar with these and to (be able to) apply them, unless it informs Roval to the contrary without delay.
6. Before starting the activities, the Supplier should ensure that it is fully informed of the safety requirements and site regulations applicable on the Roval site in question. Roval shall have the right to remove from the site people (who are present by reason of the Supplier) who fail to comply with these regulations. If the Supplier is consequently unable to fulfil its obligations in respect of Roval, this shall be borne by and be at the risk of the Supplier.
7. If activities are carried out by the Supplier on the site of Roval, the Supplier shall inform Roval of all risks relating to these activities (such as danger of explosion and fire and chemical danger).

**Article 15: Interim inspections, examinations, tests**

1. Roval – and its principal – shall at all times have the right to inspect or have inspected, or examine or have examined, or test or have tested the delivery or goods relating thereto and/or activities on an interim basis and to carry out or have carried out progress checks. The Supplier shall offer the necessary assistance and facilities for this within reasonable limits and shall grant Roval, immediately upon request, access to the place where the aforementioned inspections should take place in the opinion of Roval.
2. Should interim inspections, examinations or tests be agreed which should take place on the initiative of the Supplier, it shall inform Roval of the scheduled time of the inspection, examination or test in good time so if it so desires, Roval itself or representatives on behalf of Roval may be present.
3. All costs incurred by interim inspections, examinations or tests, with the exception of the staff costs of Roval, its principal and/or other persons designated by Roval as its representatives, shall be borne by the Supplier if it is observed that the Supplier has failed to fulfil its obligations pursuant to the Agreement.
4. Should it not be possible to hold the inspection, examination or test at the scheduled time or a retest is necessary for reasons attributable to the Supplier, all costs reasonably resulting therefrom shall be borne by the Supplier, including the costs incurred by Roval, its principal or its representatives.
5. In the event of rejection, Roval shall inform the Supplier of this without delay, giving the reasons. The Supplier shall then be obliged to improve or replace the rejected goods and services within a period set by Roval at its expense.
6. Should the Supplier bring in subcontractors or sub-suppliers for the purpose of delivery, it shall also agree the guarantee provisions with its contracting parties as laid down in the above article.
7. Carrying out interim inspections, examinations or tests does not imply any acceptance on the part of Roval.

**Article 16: Final inspection, final test, acceptance**

1. Roval may inspect the goods. If no inspection takes place at Roval, the goods may be checked by Roval after delivery among other things for damage, size, quantity and weight.
2. If and to the extent the goods delivered should have properties, the presence of which can only be established after set-up, assembly or integration, the final inspection or final test shall take place as soon as the delivery or the object for which the delivery is intended is ready for this.
3. If and insofar as the supply of certificates, attestations, assembly instructions, maintenance and operation instructions, drawings or other documents or the provision of training and instruction is agreed, these form part of the delivery and acceptance shall not be deemed to have been granted before the delivery or giving thereof has taken place.

**Article 17: Outsourcing activities**

1. The Supplier shall not have the right to outsource the provision of services resulting from the Agreement to third parties without the prior, express, written consent of Roval.
2. The Supplier shall allow inspection of the agreements it shall conclude or has concluded with third parties for the fulfilment of agreements with Roval immediately on the request of Roval.

**Article 18: Quality**

1. The Supplier shall allow inspection of the agreements it shall conclude or has concluded with third parties for the fulfilment of delivery agreements with Roval immediately on the request of Roval.
2. If the goods delivered fail to comply with the Agreement, Roval may require the Supplier to deliver the missing items or repair or replace the goods. The costs incurred as a result shall be borne by the Supplier.
3. The Supplier shall own and bear the risk of replaced goods. It should take back defective goods or components as quickly as possible, unless Roval requests that these be made available to it for examination. The Supplier shall respond to such requests.

**Article 19: Rights of intellectual ownership and indemnification**

1. The Supplier shall guarantee that when delivering to Roval it does not infringe the intellectual property rights of third parties and shall indemnify Roval in and out of court against claims from third parties in this respect and should this occur, shall compensate Roval fully.

**Article 20: Contract assignment**

1. The rights and obligations incumbent upon the Supplier further to the Agreement are not transferable without the express written consent of Roval.
2. The rights and obligations incumbent upon Roval further to the Agreement may be transferred by Roval to a third party, without Roval having to obtain the prior written consent of the Supplier.

**Article 21: Default, dissolution and termination**

1. Should the Supplier default, Roval shall have the choice of whether to require compliance or to terminate the agreement without involving the courts; in both cases the Supplier shall be obliged to compensate losses suffered by Roval.
2. Without prejudice to the legal competence to terminate the agreement out of or before the courts, Roval may terminate the Agreement in whole or in part by means of a written declaration if:
  - a. The Supplier defaults on fulfilling the Agreement or other agreements resulting from this.
  - b. Compliance by the Supplier with a claimable obligation further to the Agreement has become permanently or temporarily impossible.
  - c. The Supplier is declared bankrupt or is granted a suspension of payment, whether temporary or not.
  - d. Any benefit has been or is offered or given by the Supplier or one of its subordinates to a person who is part of the Roval organisation.
3. Without prejudice to that stipulated in paragraph 1, Roval shall at all times have the right to cancel the order in whole or in part. In such a case, Roval shall compensate the Supplier exclusively for the costs incurred prior to the termination.
4. If the Agreement is terminated on the basis of that which is stipulated in paragraph 1 or paragraph 2, the Supplier shall repay to Roval payments that have already been made, plus the legal commercial interest (former Article 6:119a CC) on the amount paid as of the day on which this was paid. If the Agreement is partly terminated, the repayment obligations shall exist only insofar as the payments relate to the terminated part.

**Article 22: Applicable law and disputes**

1. The Agreement and the resultant Agreements shall be governed exclusively by Dutch law. The applicability of the Vienna Sales Convention to the Agreement is expressly excluded. The obligations of the Supplier pursuant to these general terms and conditions of purchase do not relieve the Supplier of its liability on the basis of the legal provisions.
2. All disputes relating to the Agreement or related Agreements shall (unless this is opposed by imperative provisions) be settled by the competent Dutch judge at the Court of Oost-Brabant, without prejudice to the right of Roval to opt for another legally competent Court.

Helmond, April 2014 Reynaers B.V.

The manager  
E.J. van Ginkel