

These General Purchase Conditions apply to and form integral part of all requests for proposal, quotations and Purchase Orders for the supply of Rental Services by Supplier to Customer (all as defined hereinafter). Customer expressly rejects the applicability of any other general terms and conditions or stipulations of Supplier.

1. DEFINITIONS

- a. Customer means the corporation or company which issues the Purchase Order or request for proposal. The words Lessee, Buyer, Purchaser, Company, Owner or equivalents thereof, which may be used elsewhere in the Purchase Order, shall have the same meaning as Customer.
- b. Goods mean the rental properties to be supplied under the Services.
- c. Purchase Order means the order, call-off order, purchase order or equivalents thereof, issued by Customer and accepted by Supplier, including all specifications, drawings and documents explicitly listed or referred to therein.
- d. Services mean the supply of Goods and/or pertaining documents and/or related services.
- e. Sub-supplier means any person, corporation or company, other than Customer, having a contract with Supplier for the supply of the Services or a part of the Services.
- f. Supplier means the person, corporation or company identified in the Purchase Order as the Supplier of the Services. The words Lessor, Successful Bidder or equivalents thereof, which may be used elsewhere in the Purchase Order, shall have the same meaning as Supplier.

2. PURCHASE ORDER

- a. Conclusion. The Purchase Order will be issued by Customer in writing, by fax, electronically, or otherwise, depending on the business practices of the Customer and will be binding to Parties at Supplier's acceptance in writing, by fax, electronically or otherwise pursuant to Customer's instruction. Any modifications of or comments to the Purchase Order by Supplier are binding only, if accepted by Customer in writing. Performing of any part of a Purchase Order by Supplier will operate as Supplier's unconditional acceptance of the Purchase Order.
- b. Changes. Customer reserves the right to make changes in, deductions from and additions to the scope of supply under a Purchase Order. In the event such changes, deductions and/or additions result in a material change in the Purchase Order price, Parties shall negotiate in good faith an equitable change thereof. In order to be valid and binding any change in, deduction from and/or addition to the Purchase Order shall be made in writing and approved by the Parties. Approval by Customer of drawings, documents, samples or proposals shall not imply approval by Customer of a change of the Purchase Order unless explicitly confirmed in writing.
- c. Termination for default. Without prejudice to its right to claim damages Customer may terminate the whole or any part of a Purchase Order with immediate effect and without compensation to or indemnification of Supplier, in case of any default by Supplier that has not been remedied within reasonable time after written notice of default to Supplier stating such reasonable time.
- d. Termination for change of control. Customer may terminate the Purchase Order with immediate effect and without compensation or indemnification of Supplier in case of a change of control of Supplier. For the purpose of this clause "control" means the ability to direct the business affairs of the Supplier whether by virtue of contract, ownership of shares or otherwise howsoever.
- e. Termination or suspension for convenience. Customer may terminate or suspend the whole or any part of a Purchase Order for convenience by written notice to the Supplier. Upon such termination or suspension Customer and Supplier shall negotiate reasonable termination or suspension charges. Supplier agrees that any termination or suspension charges shall be limited to its inevitable costs of materials and labour incurred to the date of termination or suspension and its inevitable costs as a direct consequence of such termination or suspension, plus, in case of termination, reasonable profit and overhead on work completed to date of termination.

- f. Termination/cancellation for insolvency. In the event Supplier has been declared bankrupt, is in a state of liquidation, has ceased or suspended whole or substantial part of its business, is the subject of a court order or preventative legal scheme of settlement, or is in any similar situation arising from a procedure of a same nature, prior to delivery of all Services pursuant to the Purchase Order, Customer may at its option and without any compensation to Supplier (i) cancel the Purchase Order or part thereof and return the Goods at matter or (ii) terminate the Purchase Order forthwith, in both cases without prejudice to its right to claim damages.
- g. Survival. Expiry, termination or cancellation of the Purchase Order shall not affect any right and/or obligation, which expressly or by its nature survives such expiry, termination or cancellation, including but not limited to representations, warranties, confidentiality obligations, intellectual property rights and accrued rights.
- h. Parties' independency. Nothing in the Purchase Order shall be deemed to constitute either party as the agent of the other or create a partnership or joint venture between the Parties.

3. PRICES AND PAYMENT

- a. Prices. Supplier shall perform the Purchase Order against the rates mentioned therein. Unless expressly stated to the contrary, rates stated in the Purchase Order are (i) fixed and firm, (ii) not subject to any changes and inclusive (iii) of all taxes, duties, levies, fees, charges and costs.
- b. Period. The rental rates shall be paid for the rental period. No rental price shall be due for any rental period or part thereof during which the Goods are not in good working order or otherwise not available for use and such unavailability is not attributable to the willful misconduct or gross negligence of Customer or Customer's employees or agents. If the unavailability is attributable to Customer it shall pay for no more than seven days from the time Customer notifies Supplier of the unavailability of the Goods.
- c. Payment. Unless explicitly agreed otherwise Customer shall pay the amount invoiced by Supplier for Services delivered by bank transfer sixty (60) days after the end of the month of the date of the invoice, provided and to the extent that the invoice is correct and not under dispute. Customer may authorize DSM Finance BV or any other agent to effect (part of) the payment of the amounts due by Customer. Such payment shall discharge Customer from its respective payment obligation towards Supplier. Any interest charged by Supplier for delayed payments shall not exceed the annual rate of the 1-month Euribor at the first day of delay plus 2%, calculated from the first day of delay until the day of payment.
- d. Set-off. Amounts, which Customer at any time owes to or can claim from Supplier and/or any of its affiliates, can always be set off by Customer against amounts, which Customer and/or any of its affiliates can claim from or owes to Supplier and/or any of its affiliates.

4. SERVICES

- a. Specifications. Supplier warrants that the Good(s) will be (i) in good working order, (ii) in accordance with the descriptions and specifications set out in the Purchase Order, (iii) consistent with any samples, models or designs provided by Supplier and agreed by Purchaser, (iv) free from all liens and encumbrances, and (v), if not specified, of no less than ordinary quality. Suppliers warrants that the Good(s) will be and remain fit for its usual, customary and generally intended purpose and free from defects in material and workmanship during the rental period.
- b. Regulations. Supplier warrants that the Goods are designed, manufactured, produced, assembled, composed, transported and delivered in compliance with all applicable national and/or international laws, standards and regulations, including but not limited to registration, import, export, safety, health and environmental regulations and industry standards. Supplier shall timely obtain any and all licenses,

permits or other documents, which are required to perform the Services.

- c. Instructions. Supplier shall properly and timely inform and instruct Customer in writing of any special handling, storage, transportation, treatment, use or maintenance of the Goods required for or beneficial to the safety, health and environment of Customer, its employees or other persons concerned.
- d. Completeness. Items of Services not specified in the Purchase Order but necessary for the proper, safe and efficient use, operation, construction or maintenance of the Goods and for the fulfillment of Supplier's warranties are deemed to be included in the Purchase Order and shall be supplied and/or performed by Supplier at no extra cost to Customer unless otherwise specified in the Purchase Order.
- e. Equivalent. In case the expression 'or equivalent' is used in a Purchase Order, Supplier shall require prior written approval of Customer for any 'equivalent' of Goods Supplier intends to supply.
- f. Title. Supplier expressly warrants that it has good and marketable title to the Goods supplied under the Purchase Order. Supplier further warrants that the supply of the Goods and the simple use, sale or application thereof by Customer will not result in or give rise to any infringement or misappropriation of any patent, copyright, trademark, design, trade secret, proprietary data or license.
- g. Risk and ownership. The title and the risk of the Goods supplied under the Purchase Order shall remain with Supplier. Customer's liability will be limited to the loss of and damages to the Goods resulting from its or its employees' willful misconduct or gross negligence.

5. DELIVERY

- a. Conditions. Unless explicitly agreed otherwise, the Goods shall be ready for use delivered DDP site Customer, VAT excluded, as defined in the latest version of Incoterms, issued by the International Chamber of Commerce.
- b. Delivery time. The delivery time of the Services specified in the Purchase Order is of the essence and any delay shall be considered a material default.
- c. Foreseeable delay. Supplier shall immediately notify Customer in writing of any foreseeable delay and submit its proposal indicating the measures Supplier shall take for its own account to avoid or make good the delay in order to maintain the agreed delivery time. Should Supplier fail to take foresaid measures or should Customer not approve of the measures, Customer reserves the right to require Supplier to forthwith implement, for Supplier's account, the measures Customer deems necessary.
- d. Expediting. Supplier shall expedite the Services within its own organization and with its Sub-suppliers. Customer reserves the right to expedite the Services and to enter for that purpose the premises of Supplier and its Sub-suppliers at any time. For the benefit of Customer, Supplier shall stipulate the same rights from its Sub-suppliers.
- e. Packaging. Delivery of the Goods shall be in adequate packaging commensurate with the required mode of transportation, handling and storage of the Services. The costs of packaging are included in the prices and Customer will not pay any costly and re-usable packaging, caution money, rental or cost of wear.

6. PERFORMANCE

- a. Inspection.
 - 1) In order to assure that the Services will comply with the requirements of the Purchase Order, Supplier shall diligently and continuously control and test the quality of the Goods.
 - 2) Supplier shall ensure that Customer or its nominee has the opportunity to inspect at any time the Services under the Purchase Order, either at Supplier's works or at the works of its Sub-supplier(s) or wherever else the Services may be or take place.
 - 3) Unless agreed otherwise in writing, inspection of the Goods may also take place after arrival of the Goods on the premises of Customer. Such inspection may be additional to earlier inspections at other locations.

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- 4) Customer reserves the right to entrust the inspection to third parties.
- 5) Certificates shall be issued by qualified institutes.
- 6) Any cost for inspection tests, as well as any personal expenses for third party inspectors, including but not limited to cost for travel, living and salaries, are for Supplier's account, unless specified otherwise in the Purchase Order.
- 7) Cost for additional inspection by Customer caused by reasons within Supplier's responsibility shall be for Supplier's account. This cost shall include cost for salaries during working and traveling hours, as well as cost for boarding and lodging.
- 8) Performance or non-performance of any inspection or check does not relieve Supplier of any obligation, warranty or liability under the Purchase Order.
- b. Acceptance. The Customer has the right, but not the obligation, to check the Goods on any visible defects and on any non-conformity with the agreed specifications. If the Goods are not in conformity with the specifications, the Customer may, at no cost to Customer, choose between:
- having the non-conformity corrected by the Supplier;
 - replacement of the Goods by the Supplier;
 - replacement of the Goods by equivalent Goods, in conformity with the specification of the Goods;
 - cancellation of the Purchase Order in whole or in part and return of the Goods at matter to the Supplier.
- all of this without prejudice to Customer's rights to claim damages and other compensation.
- Payment of the Services or use of the Goods do not imply acceptance of the Services in question by Customer. Final, provisional or partial acceptance of the Services shall only appear from Customer's explicit and written acknowledgment thereof.
- c. Maintenance and repair. Supplier shall maintain the Goods during the rental period. Supplier shall repair for its own account and risk to Customer's satisfaction all existing or subsequently occurring defects of the Goods, immediately upon receipt of Customer's notification or at a point in time mutually agreed by the parties.
- If Supplier fails to comply with its obligations hereunder, Customer is, upon formal notification to Supplier, entitled to carry out the repair work itself or to have it carried out by a third party for Supplier's account, without prejudice to Supplier's obligations under the Purchase Order.
- d. Substitutes. Customer may require equivalent substitutes for Goods, which become defective during the rental period and can not be repaired within reasonable time. Substitution of defective Goods shall be for account and risk of Supplier. If requested, Supplier shall repair or replace defective Goods as far as possible and/or necessary and leave them in free use to Customer until Customer has received substituting Goods in replacement and the defective Goods can be returned.
- e. Triple P Policy. The three P's of sustainable development (People, Planet and Profit) are essential to Customer's activities. All suppliers and business partners are required to comply with and act in accordance with the applicable DSM Supplier Code of Conduct, which can be found at DSM.com under Sustainability/Supplier Policy or sent at request.
- f. Safety, Health and Environment. Safety, Health and Environment are essential to Customer's activities. All suppliers and business partners are required to comply with and act in accordance with the applicable Customer requirements. Supplier shall report any irregularity to this respect and the Parties will discuss possible remedies.
- g. Pollution. The Supplier shall in the performance of its Services avoid pollution of the soil and the groundwater and limit air and noise pollution on the Customer site and/or the industrial area the Customer site is located on. The Supplier shall notify the Customer immediately of any incident occurring, no matter how started or caused. In case of an incident the Supplier shall immediately take all measures to clean up, isolate or prevent pollution resulting from such incident.
- h. Local instructions. Supplier and its Sub-supplier shall observe all Customer's local instructions, site regulations and site access regulations.
7. **ASSIGNING AND SUBCONTRACTING**
- a. Assigning and Subcontracting. Supplier shall not assign or subcontract the Purchase Order, in whole or in part, to any third party without Customer's written consent. If Customer consents to any assignment or subcontract, such consent shall not relieve Supplier of or from any of the obligations or duties under the Purchase Order, and such consent shall be subject to Supplier's compliance with all such duties and obligations under the Purchase Order. Customer reserves the right to assign the Purchase Order or any part thereof or any benefit or interest there under to others no consent of Supplier being required.
8. **GENERAL**
- a. General liability and indemnification. Supplier shall be liable and hold Customer and its affiliates and their directors, officers, employees, visitors, agents, representatives and contractors (herein referred to as "Indemnified Parties"), harmless from and indemnify them against any and all actual or contingent damage, loss, (personal) injury (including death), expense, cost, fine, penalty, claim, including reasonable attorney fees and litigation costs, suffered or incurred by or brought against Indemnified Parties, resulting from or connected with the Purchase Order, its performance and the use and/or sale of Supplier's Services by Indemnified Parties or any third party, except to the extent that such damage, loss, (personal) injury, expense, cost, fine, penalty or claim is caused by Customer's wilful misconduct or gross negligence.
- b. Limitation of liability. Neither party shall be liable towards the other for special, indirect and consequential loss and damage, including but not limited to loss of profits, loss of production, loss of reputation and business interruption.
- c. Insurance. The Supplier shall take out and maintain the insurance policies, including but not limited to general commercial, product, environmental and property loss and damage liability, which Customer considers appropriate to cover the risks resulting from or connected with the Purchase Order. At the request of the Customer Supplier will provide the insurance certificates evidencing Supplier's coverage and keep Customer informed of any changes. Supplier shall procure, that all Sub-suppliers will also meet the insurance requirements.
- d. Intellectual Property Rights. Supplier is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright, or other intellectual property right of Customer or any of its affiliates, unless prior obtained written consent of Customer.
- e. Ownership of developments. All intellectual property rights and know-how relating to Services generated and/or developed by Supplier or its Sub-supplier under the Purchase Order for the benefit of the Customer will be exclusively owned by Customer and shall at first request be fully assigned and transferred at no costs to Customer. Supplier will procure that the same obligations will apply to each of its Sub-suppliers.
- f. Confidentiality. All information, including but not limited to specifications, drawings, sketches, data or other documentation, disclosed to or developed by the Supplier or its Sub-supplier in the context of the Purchase Order, (i) remains respectively becomes the property of Customer, (ii) will be treated as confidential information, (iii) shall not be used for any other purpose than for the performance of the Purchase Order, and (iv) will only be communicated and distributed to those of the Supplier's or Sub-supplier's employees, who need to be informed. At Customer's request Supplier shall sign a separate agreement on confidentiality and non-use.
- g. External publication. Supplier is not entitled to refer to (part of) the Purchase Order in external communication or publication without prior written consent of Customer.
- h. Force Majeure. Neither party shall be liable towards the other party for any failure to fulfil any term or condition of the Purchase Order, if fulfillment thereof has been delayed, interfered with or prevented by any event beyond the control of the party concerned, was not for its risk and not reasonably foreseeable, provided that Supplier is not already in default of those obligations under the Purchase Order, which are being delayed, interfered with or prevented. The mere fact of late supply of materials, labour or utilities to Supplier or Sub-suppliers shall not be deemed force majeure. In case a situation of force majeure continues for more than 30 days, Customer shall be entitled to (partly) terminate or cancel the Purchase Order by written notice.
- i. Severability. If (a) provision(s) of the Purchase Order should be or become ineffective or invalid for whatever reason, the other provisions will not be affected thereby. The Parties agree to replace the ineffective or invalid provision(s) by an effective and valid arrangement, which achieves as closely as possible the purpose intended by the ineffective or invalid provision(s) (as evidenced by the wording contained herein).
- j. Waiver. Failure by either party to require strict performance by the other party of any obligation hereunder shall in no way affect its right thereafter to enforce any obligation, nor shall a waiver by either party of any breach be held to be a waiver of any previous or later breach. No waiver will have any effect unless specific, irrevocable and in writing.
9. **GOVERNING LAW / DISPUTES**
- a. Governing law. The Purchase Order shall be governed exclusively by the laws of The Netherlands with the exception of its conflict of laws principles. The United Nations Convention, concluded at Vienna on 11th of April 1980, on contracts for the International Sale of Goods shall not be applicable to the Purchase Order.
- b. Disputes. Any dispute arising from the Purchase Order shall in first instance be submitted to the competent court at Maastricht, The Netherlands. Pending a dispute neither party shall be excused from performing any of its obligations under the Purchase Order, except for obligations directly affected by the dispute.
- These Conditions shall be referred to as "DSM General Purchase Conditions, Rental Services nlen0780801"