

## Bravilor Bonamat BV – General Terms and Conditions of Purchase

### Applicability

These Terms and Conditions of Purchase apply to all offers and supplies to Bravilor Bonamat BV (hereinafter BRAVILOR) and these Terms and Conditions of Purchase alone apply to all agreements in this regard. Unless otherwise agreed, the Supplier is deemed to have accepted these terms and conditions, even if the Supplier's terms and conditions differ.

### Offers

No offer or confirmation of an order to supply or of an order on BRAVILOR shall be binding on BRAVILOR unless it has been accepted by BRAVILOR in writing.

### Prices

Unless otherwise agreed, a price confirmed as accepted by BRAVILOR is a firm price and the Supplier cannot demand any compensation for increases in costs. BRAVILOR can only be charged price increases in connection with additional deliveries or for whatever reason if they have been accepted by BRAVILOR in writing in advance.

### Payment

Payment will be performed 60 days after the date of invoice which will not be before the date of the delivery note or Bill of lading. If payment will be done within 30 days a 2% discount will be deducted from the invoice.

### Quality

If the goods supplied fail to comply with the agreement in every respect, as regards for instance quantity, size, weight, properties, regulations and accessories, BRAVILOR is entitled, without further notice of default or judicial intervention, to dissolve the agreement and to return the goods, subject to the Supplier's obligation to return the purchase price, at any time following the discovery – and without it being possible to raise any objection against BRAVILOR on the grounds that it could or should have discovered that which it did discover sooner or should have protested or exercised its rights sooner – all without prejudice to the other rights to which BRAVILOR is entitled, including the right to replacement, repair and to compensation. Neither taking receipt of goods nor payment by BRAVILOR implies acceptance.

All packaging and materials of the goods to be supplied shall in every respect comply with the environmental regulations in force prevailing at the time of supply.

Returned and/or rejected goods will be invoiced towards the supplier for the same value as it was bought in the first place, including the transportation costs.

If BRAVILOR requests the supplier will provide an 8D-report concerning returning and/or product failures.

### Liability

Notwithstanding the provisions of subject QUALITY, in the event that the goods supplied in any respect prove not to be sound or not entirely in conformity with the agreement, the Supplier is at any time – that is without the Supplier being able to claim that BRAVILOR should have discovered this sooner and could have complained about it sooner – obliged to compensate all damage suffered by BRAVILOR, its employees and/or third parties that can in any way be connected with it.



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## **Guarantee**

The Supplier guarantees the soundness and the conformity with the agreement of all the goods supplied. Goods who will fail this agreement will follow the regular return and/or reject procedure.

## **Specifications**

It is not allowed to change specifications of any product/component delivered unless there is a mutual agreement in written.

## **Inspections.**

BRAVILOR or one of her representatives is allowed to perform pre-shipment inspections and/ or audits at the suppliers site. If the shipment will be rejected, all the costs involved in this pre-shipment inspection procedure will be paid by the supplier. BRAVILOR or one of her representatives also allowed to perform process audits which are related to the quality of the product.

## **Delivery time**

If the Supplier fails to comply with the agreed delivery time, BRAVILOR has the right, without further notice of default or judicial intervention and without prejudice to its other rights, to dissolve the purchase as a whole or in part, without however being obliged to pay any compensation.

## **Places of delivery**

Unless otherwise agreed, delivery shall be made DDP BRAVILOR location.

## **Packing**

The goods supplied will be packed properly in order to make it possible to transport and receive the goods in good order.

## **Transfer of title and risk**

The transfer of title to the goods supplied and the transfer of the risk in respect of the goods purchased takes place as soon as BRAVILOR has taken receipt of the goods. In the event of rejection, the risk in respect of the goods concerned rests with the Supplier again from the date of dispatch of the notice of rejection to the Supplier. In case the payment is done before receiving the goods, the title will be transferred after the supplier received the payment.

## **Industrial and intellectual property**

The Supplier guarantees that the goods supplied do not infringe industrial or intellectual property rights of third parties and indemnifies BRAVILOR against all claims that are made against BRAVILOR in this regard. Industrial and intellectual property arising at the supplier while working for BRAVILOR will be transferred in title to BRAVILOR after request. Costs involved with transferring entitlement of both properties are to be paid by the supplier.

## **Confidentiality**

The Supplier is obliged to treat all confidential information obtained under an agreement with BRAVILOR in confidence. The Supplier shall not make this information available to third parties and/or employees, except in so far as this is necessary for the performance of an agreement and following acceptance by this third party/these third parties and or employees of a corresponding confidentiality undertaking.

## **Goods to be made available**

All goods to be made available to the Supplier by BRAVILOR, such as models, stamps, dies, jigs, moulds, gauges, drawings, including all the intellectual and industrial property rights appertaining to them, remain the property of BRAVILOR. All such items shall immediately be returned to BRAVILOR on first demand of BRAVILOR. The Supplier is not allowed to use the goods or to have them used or allow them to be used, except with the consent of BRAVILOR in writing. Damage to the goods made available by BRAVILOR is at the expense of the Supplier.

## **Additional obligations**

All models, stamps, dies, jigs, moulds, gauges, drawings or other aids acquired or produced by the Supplier for the performance of an agreement with BRAVILOR shall be supplied to BRAVILOR in advance by the Supplier at the point that these Terms and Conditions of Purchase between BRAVILOR and the Supplier take effect and on acquisition or production shall immediately be held on loan for BRAVILOR by the Supplier. All the intellectual and industrial property rights pertaining to such items shall belong to BRAVILOR and in so far as necessary shall be transferred to BRAVILOR immediately on acquisition.

BRAVILOR shall reimburse to the Supplier the price agreed between BRAVILOR and the Supplier for goods as described above that the Supplier has obtained from third parties, once the Supplier has submitted proof to BRAVILOR showing that the Supplier has paid the amount owed to the third party and that the Supplier has acquired entitlement to hold these goods.

The Supplier shall clearly mark these goods as property of BRAVILOR and refer third parties wishing to exercise rights over them to BRAVILOR's proprietary rights. The Supplier is obliged to notify BRAVILOR accordingly without delay. The Supplier shall not use these items nor have them used nor allow them to be used by third parties, except with the prior written consent of BRAVILOR. The supplier is committed to maintain all tools properly in order to optimise production quality and lifetime of the tooling.

## **Third parties**

If the Supplier does work on the instructions of BRAVILOR in buildings or on sites of third parties, the Supplier is deemed to be familiar with the contractual obligations of BRAVILOR towards these third parties. Unless otherwise agreed, these obligations apply accordingly for the Supplier.

Staff in the employment of the Supplier work at the risk and under the responsibility of the Supplier. If the Supplier or its staff are no longer admitted into buildings or onto sites of third parties for failing to comply with the contract terms between BRAVILOR and third parties, this does not discharge the Supplier from these obligations.

## **No subcontracting**

The Supplier is obliged to perform the agreement itself.

## **Contractterm**

Any written contract between BRAVILOR and the supplier lasts until one or both of the parties declare in writing the contract no longer binding. Unless both parties agree otherwise the contract remains valid for 3 months after ending that specific contract.

## **Service**

The supplier will supply spare parts for a period of 5 years after ending the product or ending this contract. The spare parts are defined by any single part which is bought from the supplier more often than 50 pcs per year.

## **Disputes**

All agreements between BRAVILOR and the Supplier are governed by the law of the Netherlands. All disputes between BRAVILOR and the Supplier shall be brought exclusively before the competent court in Amsterdam.