

## General Purchase Conditions of Teijin Aramid BV

### 1. Definitions

These words and expressions shall have the following meanings when used capitalised in these General Purchasing Conditions ("Conditions"):

- **Agreement:** any agreement which is formed between Teijin Aramid and the Supplier in respect of the purchase of Products by Teijin Aramid, any change or addition to it, as well as all juristic acts in preparation for and in execution of such agreement;
- **Business Day:** a weekday which is not a public holiday in the Netherlands;
- **Confidential Information:** all information regarding the business of Teijin Aramid, in whatever form or medium held, expressly including but not limited to information relating to (the manufacturing of) its products, research & development, packaging, supply, marketing and sales thereof;
- **Force Majeure:** any circumstance beyond the reasonable control of the Supplier, limited to: (i) natural disasters, (ii) fire, flood, explosion, war, riots, government action or a request of any governmental, regulatory or administrative authority, and (iii) major depression and financial crisis;
- **Order:** the instruction to deliver Products and/or acceptance by Teijin Aramid of the Supplier's offer to purchase the Products;
- **Products:** all objects and/or services which are delivered by the Supplier to Teijin Aramid;
- **Supplier:** the party with which Teijin Aramid enters into the Agreement;
- **Written/In Writing:** put down in writing, including electronic correspondence.

### 2. Applicability

- 2.1 These Conditions shall apply to all offers from the Supplier, all Orders, all Agreements to be concluded by Teijin Aramid and all Agreements concluded by Teijin Aramid.
- 2.2 Deviations from these Conditions must be agreed In Writing.
- 2.3 If there is a conflict, the Agreement shall prevail over these Conditions.
- 2.4 The Supplier's general terms and conditions, however termed, are hereby expressly dismissed.

### 3. Formation of the Agreement

- 3.1 Offers, tenders, quotations, estimates and other statements by the Supplier shall be deemed to be binding and irrevocable, unless they have been expressly submitted subject to confirmation.
- 3.2 An Agreement shall be formed if and insofar as Teijin Aramid confirms an offer by the Supplier through an Order. The date the Order is sent shall be decisive in this regard.
- 3.3 If Teijin Aramid places an Order without a prior offer by the Supplier, the Agreement shall be formed if the Supplier accepts the Order In Writing within ten (10) Business Days after the Order is sent, or delivers the Products within this period. In the absence of an Order confirmation, an Order rejection or delivery within ten (10) Business Days after the Order is sent, the Agreement is deemed to be concluded and the date the Order is sent shall be decisive in this regard.

### 4. Delivery

- 4.1 Delivery shall take place by delivery duty paid (DDP) in accordance with the 2010 edition of the INCOTERMS.
- 4.2 Delivery means delivery of the Products free of any defects to Teijin Aramid during regular business hours.
- 4.3 The delivery shall be accompanied by two copies of the delivery note, the packing slip, inspection certificates according to the specifications agreed upon and all other required documents. The following details must be mentioned in all shipping documents as well as on the external packaging, if known: order number, gross and net weight, number of components packaged and the type of packaging (disposable/ reusable), completion date as well as delivery point (unloading point) and recipient of goods. For projects, the complete job number and deployment building must be mentioned as well.
- 4.4 Delivery shall be made in accordance with the agreed delivery date. The agreed delivery date shall be a strict deadline.
- 4.5 If the delivery period threatens to be exceeded, the Supplier shall inform Teijin Aramid In Writing immediately, stating the reasons and the probable duration of the delay. The foregoing shall not affect any of Teijin Aramid's rights, including the right to rescind the Agreement and/or seek compensation.
- 4.6 If an agreed delivery period is exceeded, the Supplier shall, for each week that the period is exceeded, forfeit a delay penalty of one (1) percent of the purchase price of the Products purchased through the Agreement in question, with a minimum of EUR 1,000.-, without any obligation on Teijin Aramid's part to furnish proof of any damage and without prejudice to Teijin Aramid's other rights.

- 4.7 Advance deliveries or partial deliveries require the prior Written consent of Teijin Aramid. In absence of such consent of Teijin Aramid, Teijin Aramid has the right to return the advance or partial deliveries at the expense and risk of the Supplier.
- 4.8 Teijin Aramid is entitled to refuse the Products to be delivered, in case of non-compliance of the (delivery of the) Products with the aforesaid provisions of this clause. Acceptance of Products by Teijin Aramid marks the moment upon which the Products are considered delivered under the Agreement and does not constitute a waiver of any rights of Teijin Aramid with respect to any defect, non-conformity or incompleteness of such (delivery of the) Products.

### **5. Packaging and shipment**

- 5.1 The Products must be packaged properly, in such a manner which ensures arrival in good condition by normal transport and safe unloading. Subject to the provisions of clause 13 of these Conditions, the Supplier shall be liable for damage caused by improper packaging and/or shipment.
- 5.2 The Supplier is to package, label and send hazardous Products according to the pertinent national and international regulations. A safety data sheet is to be handed over to Teijin Aramid in the national language of the recipient country in accordance with Art. 31 EC Regulation No. 1907/2006/EC of the European Parliament and of the Council concerning the Registration, Evaluation and Authorization and Restriction of Chemicals of hazardous goods as well as of non-classified hazardous goods containing hazardous components in a concentration of more than 1%.
- 5.3 The Supplier shall be responsible for compliance with national, international and/or supranational regulations concerning packaging and transport by the Supplier as well as by carriers contracted by or on behalf of the Supplier. Teijin Aramid is entitled not to take receipt of the Products if the aforementioned regulations have not been complied with.
- 5.4 The Products must comply with regulations for the origin of goods as per the EC's preferential agreements insofar as the delivery is within the scope of preferential trade. Upon Teijin Aramid's request, the Supplier shall produce a certificate of origin regarding the source of the Products.
- 5.5 Upon reasonable request by Teijin Aramid, the Supplier shall pick up any accruing additional packaging, transport packaging and sales packaging at the delivery point or have these items picked up by a third party.

### **6. Passing of title**

- 6.1 The title to the Products shall pass to Teijin Aramid at the moment the pertaining risk is transferred, as laid down in the applicable provisions of Incoterms. Immediately after this moment the Supplier shall hand to Teijin Aramid the complete set of original shipping documents (bill of lading, master's receipt or other applicable documents), or, if such has been agreed, the equivalent Electronic Data Interchange message.
- 6.2 Notwithstanding clause 6.1, in the event of part payments by Teijin Aramid (in accordance with the Agreement), the title to the corresponding part of the Products shall pass to Teijin Aramid at the moment of the part payment. Supplier shall mark the Products which are the property of Teijin Aramid as such and keep them in safe custody. The risk of the (part) Products shall pass to Teijin Aramid in accordance with clause 4.1.

### **7. Prices and payment**

- 7.1 Unless otherwise agreed In Writing, the agreed prices shall be fixed and cannot be adjusted.
- 7.2 The agreed prices shall be stated in Euros and shall be exclusive of value added tax ("BTW"). The Supplier shall bear the risk of changes in the exchange rate of foreign currencies to the Euro.
- 7.3 Prices shall include all cost for the execution of the Agreement (including the specifications, drawings etc.). Extra charges and additional work not covered by the Agreement, shall not be considered for payment without the prior Written consent of Teijin Aramid.
- 7.4 The invoices must be complete. All legally required information must be stated in the invoice. If an invoice is not complete, it shall be returned by Teijin Aramid.
- 7.5 The invoice shall be paid within 60 days of receipt of the invoice, provided Teijin Aramid has taken receipt of the Products.
- 7.6 Payment by Teijin Aramid shall not constitute acceptance of the Supplier's Products, prices or other conditions.
- 7.7 Teijin Aramid shall not furnish security in any manner whatsoever or make an advance payment, unless otherwise agreed In Writing.
- 7.8 Teijin Aramid shall be entitled to deduct any amount from the invoice amount or set off the invoice amount against any counterclaim it has against the Supplier.
- 7.9 The compensation for late payment shall consist of the interest at the three months' EURIBOR on that sum for the period that Teijin Aramid has been in default with regard to such payment.

## 8. Quality, warranty and right of recovery

- 8.1 The Supplier warrants that the Products delivered:
- are suitable for their intended purpose;
  - are fully consistent with the characteristics promised and the requirements included in the Agreement;
  - are in conformity with the specifications, conditions, drawings, samples and other data furnished by Teijin Aramid;
  - comply with the highest applicable legal requirements and other government regulations;
  - comply with the highest requirements under the safety, health, environmental and quality standards within the industry;
  - are of good quality and free from defects;
  - are accompanied by clear instructions, safety regulations and warnings.
- 8.2 With regard to hazardous Products supplied within or into the European Union, the Supplier herewith confirms that it is fully aware of EC Regulation No. 1907/2006 on Registration, Evaluation, Authorization and Restriction of Chemicals. To the extent that any Product or any of its substances fall within the scope of the aforementioned regulation, the Supplier confirms and represents that the Products or any of its substances, are fully compliant with the requirements of that regulation. The Supplier will provide the (pre-)registration number(s) to Teijin Aramid. To the extent Products or any of its substances fall within the scope of other chemical control regulations, the Supplier confirms and represents that these Products and substances are fully compliant with such regulations.
- 8.3 Teijin Aramid is entitled to inspect the Products, both before delivery and during or after delivery. The Supplier shall cooperate fully in this regard. The related inspection costs shall be paid by the Supplier. The Supplier is aware that Teijin Aramid normally will not carry out an inspection of the Products and its quality, consistency and conformity.
- 8.4 If the Products turn out not to fulfil the requirements described in clause 8.1, Teijin Aramid may:
- demand that the Supplier repairs or replaces the Products at its expense and risk within a period to be stated by Teijin Aramid;
  - have a third party repair or replace the Products at the Supplier's expense and risk;
  - rescind the Agreement in whole or in part, without any notice of default or court intervention being required, without Teijin Aramid being obliged to compensate the Supplier for any damages;
- and without prejudice to Teijin Aramid's other rights.
- 8.5 After receiving the Product delivered, Teijin Aramid shall in any event have twelve (12) weeks to inform the Supplier of any defect.
- 8.6 If the Products delivered turn out not to have a characteristic which it possessed according to the Supplier, or if the deviation pertains to facts which the Supplier knew or should have known but which the Supplier did not communicate, or if defects which are involved could not be ascertained through a simple inspection, the notice referred to under clause 8.5 may in any event occur within twelve (12) weeks of discovery of the defect.
- 8.7 Causes of action and defences based on facts justifying the assertion that the Product delivered is not in accordance with the Agreement shall become time-barred five years after the notice provided in accordance with 8.5 or 8.6. This period shall not come into effect as long as Teijin Aramid cannot exercise its rights on account of the Supplier's actions.
- 8.8 The Supplier will maintain a product tracking system capable of identifying the used raw materials, production batches and lots in the manufacturing and supply chain, as well as keeping a record of production, design, quality and manufacturing technology.

## 9. Confidentiality

- 9.1 The Supplier warrants that it, its employees, which shall also expressly include hired employees, as well as contracted companies and its employees (whether hired or not), shall maintain the confidentiality of Confidential Information and any other information which the Supplier knows or reasonably should know is confidential, and only use such information for purposes of executing the Agreement. Any disclosure of Confidential Information to third parties is subject to the prior Written consent of Teijin Aramid.
- 9.2 If the Supplier violates one or more provisions in this clause, it shall, without any further notice of default being required, forfeit a penalty for each violation in the amount of EUR 25,000.-, which may immediately be claimed by Teijin Aramid, without prejudice to Teijin Aramid's right to seek full compensation.
- 9.3 Insofar as Teijin Aramid or the Supplier finds this necessary, Teijin Aramid and the Supplier shall have their employees and the third parties working for them in connection with execution of the Agreement sign confidentiality statements drawn up in consultation with each other.

- 9.4 The Supplier will not make any public disclosure or issue any press releases pertaining to any Agreement and the business relationship with Teijin Aramid without the prior Written consent of Teijin Aramid.
- 9.5 Upon the first Written request from Teijin Aramid, the Supplier will return the Confidential Information to Teijin Aramid.

#### **10. Industrial and intellectual property**

- 10.1 The Supplier warrants that use of the Products, including resale, shall not infringe any third-party rights (including industrial and/or intellectual property rights).
- 10.2 The Supplier shall indemnify Teijin Aramid against any claims ensuing from any infringement (alleged or otherwise) of the rights referred to in the previous paragraph and shall compensate Teijin Aramid for all costs and damages, direct or indirect, resulting from such infringement.
- 10.3 The industrial and/or intellectual property rights to the models, drawings, drafts, tools and/or Products and all related documents provided by Teijin Aramid or produced by the Supplier at the instruction of Teijin Aramid shall be owned by Teijin Aramid at all times.
- 10.4 Without the prior Written consent of Teijin Aramid, the 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 Teijin Aramid.

#### **11. Transfer of rights and obligations**

- 11.1 The Supplier shall not transfer in whole or in part to third parties the rights and/or obligations ensuing from the Agreement without Teijin Aramid's prior Written consent.
- 11.2 The Supplier shall not contract out in whole or in part to third parties performance of its obligations under the Agreement without Teijin Aramid's prior Written consent.
- 11.3 Permission to subcontract by Teijin Aramid shall not discharge the Supplier from its obligations under the Agreement. Supplier shall remain fully responsible and liable in respect of third parties engaged in connection with an Agreement and shall indemnify Teijin Aramid against any claim ensuing from the subcontracting including, but not limited to, payment of taxes and social security contributions (Wet ketenaansprakelijkheid).
- 11.4 If the Supplier violates one or more provisions in this clause, it shall, without any further notice of default being required, forfeit a penalty for each violation in the amount of EUR 25,000.-, which may immediately be claimed by Teijin Aramid, without prejudice to Teijin Aramid's right to seek full compensation.

#### **12. Liability**

- 12.1 The Supplier shall in any event be liable for any damage suffered by Teijin Aramid or third parties as a result of:
- a defect in a Product delivered by the Supplier, such that the Product does not provide the security or have the characteristics which Teijin Aramid or third parties may expect;
  - non-, non-timely or incomplete fulfilment by the Supplier of one or any of its obligations under the Agreement;
  - inaccurate or incomplete information furnished by the Supplier;
  - actions or omissions by the Supplier, its employees and/or persons engaged by it to execute the Agreement.
- 12.2 The Supplier shall indemnify Teijin Aramid against claims by third parties for compensation of damage based on the liability referred to in clause 12.1 or claims based on the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act ("Wet Ketenaansprakelijkheid"). For purposes of application of this clause, Teijin Aramid's employees and other persons working at Teijin Aramid shall be considered third parties.
- 12.3 The Supplier shall be and shall remain adequately insured at its own expense for all liability arising out of the Agreement. At Teijin Aramid's first request, the Supplier will provide Teijin Aramid with a copy of the insurance policy. The Supplier's liability will not be affected by the extent or amount of the insurance coverage.

#### **13. Force Majeure**

- 13.1 In the event of Force Majeure affecting the ability of the Supplier to meet its obligations, the Supplier shall notify Teijin Aramid In Writing as soon as reasonably possible after becoming aware thereof. For the period of such Force Majeure, the Supplier will be relieved from its obligations under the Agreement during the period of the Force Majeure. Teijin Aramid may purchase similar Products from third parties during the period of Force Majeure. If, due to Force Majeure, the Supplier has not met its obligations under the Agreement for a consecutive period of one (1) month, Teijin Aramid is entitled to give the Supplier Written notice of the immediate termination of the Agreement.

- 13.2 In the event of force majeure affecting the ability of Teijin Aramid to meet its obligations, the provisions of clause 6:75 of the Dutch Civil Code shall apply.

#### **14. Suspension and dissolution**

- 14.1 If the Supplier does not, does not timely or does not properly fulfil one or any of its obligations under the Agreement or other agreements ensuing from this, it shall be in default by operation of law.
- 14.2 Teijin Aramid shall, in such cases, be entitled to suspend performance of the Agreement through Written notice with immediate effect, without any notice of default being required, without Teijin Aramid being obliged to pay any compensation, and without prejudice to Teijin Aramid's other rights.
- 14.3 Subject to the provisions in clause 14.2, Teijin Aramid shall, in such cases, be entitled to dissolve the Agreement in whole or in part through Written notice with immediate effect, without any notice of default or court intervention being required, without Teijin Aramid being obliged to pay any compensation and without prejudice to Teijin Aramid's other rights.
- 14.4 If the Supplier:
- is declared insolvent/bankrupt, becomes subject to the Debt Rescheduling (Natural Persons) Act, requests that it be declared insolvent/bankrupt or be granted a suspension of payments or that it becomes subject to the Debt Rescheduling (Natural Persons) Act, or assigns its estate/assets, or an attachment is made against all or part of its assets;
  - is placed under guardianship or otherwise loses the power to dispose of all or part of its assets;
  - discontinues or transfers its business, in part or in whole, including transferring its business to a company to be incorporated or already existing, or changes the objects of its business;
  - dies;
  - does not, does not timely and/or does not properly fulfil any obligation it has under the law or the Agreement including these Conditions;
- Teijin Aramid shall be entitled to dissolve the Agreement with the Supplier in whole or in part through Written notice with immediate effect, without any notice of default or court intervention being required, without Teijin Aramid being obliged to pay any compensation and without prejudice to Teijin Aramid's other rights.
- 14.5 In all situations described in this clause, any claim which Teijin Aramid has or shall obtain against the Supplier shall be immediately due and payable in full.

#### **15. Applicable law**

- 15.1 Dutch law is applicable to the offer, Order, Conditions, Agreement and ensuing legal relationship between Teijin Aramid and the Supplier. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 15.2 Any disputes arising in connection with the Agreement and ensuing legal relationship between Teijin Aramid and the Supplier shall be finally settled in Arnhem, the Netherlands or any other mutually agreed upon venue in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The language of the arbitration shall be English.