

GENERAL PURCHASING AND SALES TERMS AND CONDITIONS NEMAD GROUP

General part

1. Applicability

- a. These terms and conditions are applicable to offers and agreements of the Nemad Group: Nemad Hofman BV, Nemad Groep BV and Nemad BV (hereinafter referred to as: “Nemad”), issued to or concluded with third parties (hereinafter referred to as: the “buyer” respectively the “supplier”) in connection with the delivery of goods and the supply of services by or to these third parties as also to the access by potential buyers to sales, demonstration and warehouse areas of Nemad.
- b. Applicability of possible purchasing or sales terms and conditions of the buyer / supplier is expressly rejected by Nemad.
- c. The general part of these terms and conditions are applicable to both purchases and sales. In addition in case of purchases (in conformity with paragraph a) the specific purchasing terms and conditions are applicable and in case of sales (in conformity with paragraph a) the specific sales terms and conditions.
- d. Deviations from these general terms and conditions are only valid if expressly stipulated in writing or electronically between Nemad and the buyer / supplier.
- e. Nemad reserves the right to change these general terms and conditions. The buyer / supplier shall be informed of this kind of change at the latest thirty days prior to the entry into force thereof.

2. Disputes

- a. Dutch law is applicable to all agreements concluded under these terms and conditions, whether sales or purchases, as also to all offers, deliveries and services made or issued, performed or carried out by, on behalf of or for Nemad, and such with the express exclusion of applicability of the United Nations Convention on Contracts for the Internal Sale of Goods (Vienna Sales Convention).
- b. All disputes, including those that are only considered as such by one party, that derive from or are connected with an agreement to which these terms and conditions are applicable or the implementation thereof and that cannot be solved amicably shall be settled by the court with territorial jurisdiction of the district court in Rotterdam as the court in the first instance, with the understanding that if a specific court has mandatorily been designated as the competent court that the dispute shall be settled by the thus designated court as the court in the first instance.
- c. The general terms and conditions pursue a reasonable regulation of the legal relationship between the buyer / supplier and Nemad. To the extent that situations occur where these terms and conditions, or any provision thereof, could result in an unreasonable outcome these

terms and conditions shall to that extent lack applicability whereas the other terms and conditions shall remain in full force and effect.

- d. If a provision of these terms and conditions appears to be invalid, but would have been valid if it would have had a more limited scope or effect, then this provision shall automatically apply with the most far reaching or most extensive more limited scope or effect to still be valid.

Sales terms and conditions

3. Proposals and conclusion of agreements

- a. All proposals, also with regard to the price, are subject to contract: Nemad shall only be bound after it has accepted the assignment in writing. Stock-based proposals take place under the proviso of interim sales. Acceptance of proposed assignments always takes place under the proviso of availability of the ordered good.
- b. An agreement between Nemad and the buyer is concluded at the moment that Nemad confirms the acceptance of an order or assignment by the buyer, either in writing or electronically, or a similar written agreement has been signed by Nemad and the buyer; the scope and content of the agreement shall be in accordance with that which derives from the written or electronic establishment and/or the written or electronic confirmation by Nemad.

4. Offers

- a. Offers are, just like proposals (reference is made to article 3), subject to contract and are issued in writing, without prejudice to urgent circumstances.
- b. An offer shall, in any case, be deemed to have been rejected if it is not accepted within one month.
- c. Drawings, technical descriptions, designs and calculations that have been prepared by Nemad or under the authority of the same shall remain the property of Nemad. They cannot be made available or shown to third parties in view of obtaining a similar offer. They can neither be copied nor otherwise be reproduced. If an assignment is not granted these documents must be returned to Nemad within 14 days after a corresponding request.
- d. If the offer is not accepted then Nemad shall be entitled to charge the costs (expressly including reimbursement for calculation and drawing expenses) associated with the preparation of the offer to the party at whose request the offer was issued, if this was stipulated prior to the issue of the offer.
- e. The buyer is responsible for timely rendering all data and information required, relevant or useful for the offer available to Nemad in a form that is fully comprehensible to and usable

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by Nemad; the costs associated with obtaining and rendering and keeping these kinds of data and this kind of information in a comprehensible and useable form and rendering the same available to Nemad shall be at the expense of the buyer.

5. *Prices*

- a. The indicated prices are applicable to delivery ex works, company premises, workshop or warehouse and are, where applicable, excluding turnover tax and excluding packaging. Data included by Nemad in printed matter are subject to change, also without prior notice. They shall not have binding effect on Nemad.
- b. Nemad shall be entitled to, after the date of the proposal or the confirmation of an assignment, unilaterally change the stipulated price in case of an increase of the cost determining factors of the goods to be delivered where the buyer shall in case of price increases be entitled to cancel the relevant order(s), provided this takes place prior to the start of a special production for the buyer or prior to the delivery and within eight days after notification of the price increase to the buyer.
- c. If requested advice is provided or otherwise requested activities are carried out without receipt of a relevant assignment then Nemad shall always reserve the right to charge this advice and/or these activities against cost price.
- d. Delivered samples and/or models are always charged. They are, however, credited in full if returned, postage paid, within two months after delivery.

6. *Delivery times*

- a. The delivery times specified in the proposals, order confirmations and agreements are indicated in good faith and approximately. The buyer shall be entitled to dissolve the agreement without any costs if Nemad still fails to comply with its obligations after having being summoned and after having been given notice of default with a time limit of four workable weeks, unless the non-compliance cannot be attributed to Nemad.
- b. If it, for any reason whatsoever, appears to be impossible for Nemad to deliver the ordered goods then Nemad can unilaterally dissolve the sales agreement. The buyer shall as a result thereof never be entitled to any compensation if this is caused by force majeure on the part of Nemad.
- c. Circumstances that must within reason be deemed to oppose timely delivery of the sold goods shall be qualified as force majeure on the part of Nemad; in particular failing delivery or untimely delivery to Nemad by its supplier(s) and industrial action shall be qualified as force majeure.

- d. Delivery of the goods to the buyer shall always take place at the address of Nemad. If delivery has been stipulated at the address of the buyer then this shall take place at the risk and expense of the buyer, unless there is question of a consumer sale within the meaning of Book 7 of the Dutch Civil Code. Nemad can charge the incurred transport and administration costs, with a minimum of € 10.00.

7. *Delivery on a call-off basis*

- a. If delivery has been stipulated on a call-off basis without time limits having been imposed on the call-off then Nemad shall be authorised to demand from the buyer that a time limit is specified within which everything shall have been called off if not all goods have been called off within three months after conclusion of the sales agreement. The time limit to be specified by the buyer cannot exceed a period of three months calculated as from the day that the buyer could within reason have taken note of Nemad's demand.
- b. The buyer is held to comply with the aforementioned demand within two weeks; failing which Nemad shall be authorised to store the goods after the expiry of a time limit equal to the longest time limit that the buyer would have been authorised to impose at the expense and risk – even when the risk of the goods is still vested in Nemad – of the buyer or to cancel the sale and, if so desired, claim compensation. Nemad shall be entitled to the same if the buyer, after specification of a time limit, does not comply with the same.

8. *Quantity*

- a. Upon arrival of the goods the buyer must immediately check the quantities of the packages and compare this with the quantities indicated on the consignment note (or a similar document).
- b. Observed differences must be recorded on the delivery receipt, without prejudice to the right of the buyer to refuse the shipment in its entirety.
- c. Products that must specifically be manufactured are delivered under the express condition that a surplus or deficit of ten per cent (10%) in quantity, number of square metres or weight shall be accepted unquestioningly.

9. *Properties and inspection*

- a. If and to the extent that nothing has expressly been stipulated about the properties the buyer can only claim properties that correspond with that which is in the relevant case proper, normal and common in the trade.
- b. If and to the extent that it has been stipulated that the properties shall be in accordance with

- a sample then the sample shall be used to establish the average properties of the goods.
- c. If and to the extent that it has been stipulated that the properties shall comply with specifications and/or that the delivery shall take place based on inspection and/or at the discretion of the buyer, the client(s) and its building management then the buyer can only derive rights from the same that exceed that which has been stipulated elsewhere if and to the extent that these further reaching arrangements have expressly been stipulated and derive from the binding effect of the provisions of the specifications on the buyer of which the buyer timely communicated the content to Nemad in writing in order that Nemad was able to take this into account in its proposal.
 - d. The buyer shall be entitled to inspect the goods at its own expense.
 - e. The buyer can only derive rights from objections on account of defects in the properties of the goods, e.g. in terms of quality, dimensions or quantity, vis-à-vis Nemad to the extent that the goods have not been processed and provided the buyer reports the existence of these kinds of objections:
 - a. in case of delivery ex works or ex quay: within eight days after receipt of the goods;
 - b. in case of delivery ex ship or free at station; as soon as possible after receipt of the goods;
 - c. in all other instances; prior to the shipping, without prejudice to the provisions set forth below.
 - f. In case the buyer can exercise rights in pursuance of the foregoing under e then Nemad shall always be entitled to perform a new delivery in order to thus meet the objections.
 - g. In the instances as intended above under c Nemad shall, if so requested by the buyer and to the extent that this can within reason be requested of Nemad, be held to timely before the shipping inform the buyer of the time and place where the inspection can take place. If Nemad does not comply with this obligation then the buyer shall be authorised to still report its objections within a reasonable period of time, however at the latest within eight working days after receipt of the goods. The aforementioned provisions shall not affect the statutory rights of the buyer in case of defects that (during an inspection as deemed to be normal and common in the trade of the relevant good or – if and to the extent that there is question of specifications – as described in the specifications) could not have been detected. The provisions set forth in the previous sentence are only applicable if the buyer reports its objections to Nemad in writing within a reasonable time limit of six

- (6) weeks after the buyer has detected or should with due care have detected the defects.
- h. If the buyer can exercise a right in pursuance of the aforementioned provisions then article 11^e of these general sales terms and conditions is equally applicable in full.

10. Hiring of third parties

Where possible Nemad shall in advance consult with the buyer about the hiring of third parties for the benefit of the interests of the buyer. Upon the selection of third parties the necessary diligence shall be observed. If Nemad relies on the assistance of third parties for the implementation of an assignment then Nemad shall not be liable for their conduct (or possible shortcomings), without prejudice to intent or gross negligence on the part of Nemad.

11. Payment

- a. Payment of the goods by the buyer to Nemad must take place cash on delivery. If goods are ordered by Nemad for the benefit of the buyer then Nemad shall be authorised to desire a down payment from the buyer, if Nemad deems this to be desirable.
- b. If payment has been stipulated by instalments then the payment term shall basically amount to thirty days after the date of the invoice, without prejudice to the right of Nemad – if it sees any reason for this – to desire security for the payment prior to proceeding with the delivery.
- c. If the buyer refuses to provide this kind of security then Nemad shall be entitled to dissolve the agreement without prejudice to its right to claim compensation. Set off / settlement is not allowed.
- d. The claim for payment of the consideration shall in any case fall due in full in case of untimely payment of a stipulated instalment on the due date, when the client and/or the buyer is declared insolvent, applies for suspension of payment or an application for a guardianship order has been filed or the Dutch Debt Management (Natural Persons) Act is declared applicable to the same, in the capacity of a natural person; when an attachment is imposed on the goods or claims of the client and/or the buyer and when the same passes away, is liquidated or dissolved.
- e. Nemad cannot be denied payment on account of an allegedly improper delivery or on account of the fact that the delivery is not entirely complete yet whilst payment can neither be withheld, either in full or in part, when the buyer is entitled to replacement of any part of the goods on account of the warranty provisions outlined below, unless the buyer can directly rely on article 236 under c of Book 6 of the Dutch Civil Code.
- f. If the buyer does not pay in a timely fashion – which also applies to possibly stipulated

instalments – then the buyer is deemed to be in default by operation of law and Nemad shall, without any notice of default being required, be entitled to as from the due date charge the buyer an interest rate equal to one per cent (1%) over the full payable amount per month, without prejudice to the other rights attributed to Nemad. Nemad shall in that case also be entitled to desire a right of pledge in the course of which the buyer is held to lend its cooperation to the establishment of the same in accordance with article 237 of Book 3 of the Dutch Civil Code.

- g. Nemad shall furthermore be entitled to, apart from the purchase price and the interest, claim all, judicial and extrajudicial, collection costs incurred as a result of the non-payment from the buyer. The extrajudicial collection costs are established on the basis of the Voorwerk II Report, with a minimum of € 100.00 (one hundred Euros), without prejudice to the right of Nemad to claim the actually incurred costs, should these be higher.
- h. Partial payments shall first be applied to the payable interest and costs and after that to the payable principal amount.

12. *Return shipments*

- a. Return shipments are not accepted without prior consultation. The receipt of returned goods shall not automatically imply consent on the part of Nemad.
- b. Goods that do not pertain to the normal stock of Nemad (including goods manufactured or purchased according to specific client specifications), fully or partly processed goods and goods of which the original packaging is missing or damaged are never taken back.
- c. Return shipments of goods and/or packaging must take place postage paid stating the number of the invoice and/or the date of delivery.
- d. The buyer is credited for accepted return shipments by Nemad upon deduction of at least ten per cent (10%) of the value of the invoice on account of administration and warehouse costs.

13. *Reservation of title*

- a. As long as the buyer did not effectuate full payment to Nemad with regard to any agreement whatsoever concluded by and between the parties then the delivered goods shall remain, whether or not processed, the property of Nemad.
- b. Should the buyer not comply with any obligation on account of the agreement vis-à-vis Nemad with regard to the sold goods then the latter shall, without any notice of default being required, be entitled to take back the goods (regardless as to whether they have been processed or not), in which instance the agreement is dissolved without judicial

intervention, without prejudice to the right of Nemad to claim compensation for damages, lost profit and interest.

- c. If the same type of goods has been delivered to the buyer by Nemad on multiple occasions, of which one or more invoices remains outstanding, then the goods of the same type still present at the buyer are deemed to be unpaid, without prejudice to evidence to the contrary furnished by the buyer.
- d. The buyer is held to keep the goods of which the title is reserved by Nemad clearly separated from other goods and, for that matter, with due care and properly insured against the risk of damage or loss due to fire, explosion or theft.
- e. The buyer cannot dispose of goods of which the title has been reserved by Nemad other than within the normal course of its business operations, which is understood not to include the use of these goods for the provision of collateral.
- f. Should the buyer have demonstrated that a part of the goods delivered by Nemad has indeed been paid then the buyer is held to lend its cooperation to the establishment of a right of pledge in accordance with article 237 of Book 3 of the Dutch Civil Code. Where necessary the buyer hereby grants Nemad an irrevocable power of attorney to on its behalf lend its cooperation to this deed of pledge.
- g. By way of security for compliance with its obligations the buyer hereby grants Nemad an irrevocable power of attorney to on behalf of the buyer lend its cooperation to the establishment of a right of pledge as intended in article 239 of Book 3 of the Dutch Civil Code on the claims originating from alienation of the goods or from any other account, including accession, to the extent that these claims derive from an already existing legal relationship.
- h. To the extent that the buyer, in any way whatsoever, frustrates the rights of Nemad by virtue of the previous two paragraphs the buyer shall forfeit, without any notice of default or judicial intervention being required, an immediately claimable penalty of € 1,000.00 per day for each day that this non-compliance continues.
- i. If goods are taken back by Nemad in pursuance of this article then at least an amount of twenty per cent (20%) of the purchase price shall be assumed as depreciation, without prejudice to the right of Nemad to claim compensation for disassembly, freight and other expenses. Selling, borrowing money on or pledging the purchased goods other than to or for the benefit of Nemad is not allowed. Nonetheless the buyer shall bear the risk of all direct and indirect damages that are inflicted to the goods by the same or by third parties.

14. Complaints

- a. Complaints concerning the delivered goods and the invoicing, respectively, are only valid if they are received by Nemad in writing within eight days after delivery and the invoice date, respectively.
- b. Complaints concerning delivered goods shall not affect earlier delivered goods and neither the goods that must still be delivered. The submission of complaints shall not release the buyer from its payment obligation.
- c. Delivered goods can be exchanged within seven days after the purchase date, provided the original sales receipt can be submitted and the goods are offered for exchange in the original packaging and state.
- d. Goods that are offered at a discount or that were specifically ordered or produced by Nemad under the authority of the buyer cannot be exchanged.
- e. Complaints on the basis of technically inevitable differences in colour and features of goods are expressly excluded. Any and all rights to complain shall, for that matter, expire after processing of the goods.

15. Defects / warranty

- a. Nemad exclusively commits vis-à-vis the buyer to repair or replace all those parts of the goods that are defective up to the same time limit and on the basis of the same terms and conditions as granted to Nemad by the manufacturer supplying to Nemad, provided the defects are caused by an inferior construction or inferior material. The replaced parts must immediately be sent to Nemad postage paid and shall become the property of the same.
- b. Defects that result from normal wear and tear, injudicious treatment or injudicious or incorrect maintenance or that occur after changes or repairs by or on behalf of the client or the buyer or by third parties shall fall beyond the scope of the warranty.
- c. The warranty described in this article is only valid if the client or the buyer has complied with all its obligations vis-à-vis Nemad (both financial and other obligations) deriving from any agreement whatsoever, barring rights of suspension allocated to the client or the buyer pursuant to the law or the agreement.
- d. This warranty obligation expires when the buyer carries out changes or repairs on the delivered goods on its own initiative during the warranty period or has the same carried out by third parties.
- e. The warranty vis-à-vis the buyer shall not exceed the gratuitous delivery of the new part, in replacement of the defective part.

16. Liability

- a. Each and every liability shall be limited to the amount that is, as the occasion arises, paid out

by our insurer plus the applicable amount of our excess.

- b. Nemad shall never be liable for compensation for direct or indirect damages resulting from defects to the delivered installations and goods, barring in the event of intent or intentional recklessness on the part of Nemad.
- c. Nemad shall not be liable for the correctness of the advice given by or on behalf of the same, nor does it guarantee specific results with the use of the delivered goods.
- d. Nemad shall by no means be held to pay more or other compensation than a new delivery.
- e. Unless the buyer can directly rely on articles 236 and 237 of Book 6 of the Dutch Civil Code the buyer shall be held to indemnify Nemad against any and all claims of third parties in connection with damages incurred by or as a result of the delivered goods or acts of Nemad's staff.
- f. Nemad shall never be held to pay compensation for trading losses that originate from any cause whatsoever, including a delay in the completion of the work and/or in the delivery of the sold goods and installations.

Purchasing terms and conditions

17. *Validity of the purchasing terms and conditions*

All purchase agreements to be concluded by Nemad are, with the exclusion of applicability of possible sales terms and conditions of the supplier, subject to the general part of these general terms and conditions and the following terms and conditions. Deviations from and additions to these terms and conditions are only valid if and to the extent that they have been accepted by Nemad in writing. These purchasing terms and conditions shall prevail over the sales terms and conditions of the supplier.

18. *Purchase agreements*

- a. The purchase agreement is concluded when Nemad places an order with the supplier and this order is confirmed to Nemad by the supplier.
- b. Nemad can prescribe the supplier to use a specific form for the order confirmation and observe a time limit within which this must be received by Nemad.
- c. Should a copy of the order signed for approval not be received by Nemad within fourteen days after the order has been placed then the purchase agreement is, if so desired by Nemad, deemed to have been concluded on the basis of the terms and conditions as lastly known to Nemad and as indicated on the order sent by Nemad.

19. *Price, taxes and payment*

- a. The purchase price comprises, unless the contrary has been stipulated, the price for the

goods, the costs of the packaging, the transport and the delivery costs at the location designated by Nemad and in addition the possible costs associated with the assembly and instruction.

- b. Nemad is held to pay the stipulated price to the supplier at the time or the times established in the order, without prejudice to a possible authority of Nemad to apply a setoff. The right of setoff by Nemad is expressly reserved.
- c. The taxes, import duties, levies and other duties imposed, changed and/or applied by the Dutch government, within the scope of the purchase agreement, shall be at the expense of the supplier. Barring in those instances where the law prohibits this.

20. *Delivery and risk*

- a. Deliveries – including transport and unloading – take place at the expense and risk of the supplier.
- b. The order / delivery amount carriage paid is indicated on the order sent by Nemad. If the complete order cannot be delivered then the total amount of the order shall count as the standard for the delivery carriage paid.
- c. Deliveries from abroad are *Delivered at Place* or *Delivered at Terminal* in the Netherlands, as indicated by Nemad in the relevant instance, if so desired to a carrier designated by Nemad.
- d. The supplier shall gratuitously repair or replace the goods that were damaged or lost during the transport, provided Nemad provides the supplier with a corresponding written or oral notification within such time limit that the supplier is sufficiently able to comply with the relevant transport terms and conditions of the carrier or, should the supplier deliver with its own means of transport, within a reasonable time limit.

21. *Delivery times*

- a. The supplier must strictly observe the stipulated delivery time. In case of untimely delivery Nemad shall be entitled to refuse the offered goods and/or to have the same refused. The supplier shall be liable for all damages and costs deriving from untimely delivery.
- b. If the purchase is meant for a sales promotion of Nemad then the supplier shall forfeit an amount equal to 2% of the amount of the invoice for each day that the supplier is late on delivery.
- c. If a specific delivery time has not been stipulated then it is noted that deliveries must be made within 60 days after the order. Orders that have not been delivered after 60 days shall lapse, unless stipulated otherwise in writing.
- d. For the purpose of the previous paragraph, where the purchase agreement is dissolved, Nemad shall be authorised to return the goods that had already been delivered in pursuance of the same purchase agreement, but which can

no longer be used effectively, to the supplier at the expense and risk of the same and claim back the payments made to the supplier for these goods.

22. *Complaints and quality*

- a. Nemad shall at all times be authorised, but not be held, to inspect or have inspected goods prior to the delivery.
- b. Nemad shall be entitled to, without consent of the supplier being required, refuse goods that do not comply with the stipulated quality and/or packaging standards or to return the same to the supplier within 30 days at the expense and risk of the supplier.
- c. If nothing has expressly been stipulated about the quality then Nemad can claim a quality that corresponds with that which is common and normal in the trade of the relevant good.
- d. Should it be established by Nemad within a time limit of six months after the purchase that an unacceptable part of one delivered shipment shows the same defects, such that it does not meet the expectations, then Nemad shall be entitled to return the unsold part of the shipment.
- e. The supplier must warrant compensation for and indemnify Nemad against damages incurred by or as a result of defects on the delivered goods, expressly including consequential damages in the broadest sense of the word.
- f. If Nemad can exercise any claims in pursuance of the aforementioned provisions on account of defects of goods that have not been sold yet then the supplier shall be held to forthwith dispose of these goods, if so desired by Nemad, at the expense of the supplier.

23. *Warranties*

- a. The buyer / user is in relation to Nemad entitled to a warranty of at least six months in terms of the proper operation of the purchased goods, in conformity with the specifications provided to the buyer.
- b. If the buyer / user rightly claims repair or replacement of a product purchased by the same then this repair or replacement shall gratuitously be carried out or compensated by the supplier for or to Nemad, including all associated costs.
- c. All information originating from warranties is secret and the supplier is strictly prohibited from communicating this information to third parties or from otherwise using the same beyond the scope of granting the aforementioned warranty. The supplier is neither allowed to contact the customer of Nemad directly. If the supplier violates the prohibitions laid down in this paragraph then the supplier forfeits an immediately claimable penalty to Nemad of €10,000.00 per violation.

- d. The relevant warranty remains applicable to the thus performed repair and/or replacement without prejudice to the foregoing.

24. Liability and IP rights

- a. The supplier shall be liable for and shall indemnify Nemad against any and all claims concerning damages that are the direct or indirect result of incorrect operation, non-compliance with the imposed specifications, non-compliance with the statutorily imposed standards and officially established guidelines, untimely or improper compliance with the agreement or a breach of any contractual or non-contractual obligation vis-à-vis Nemad.
- b. The supplier guarantees that the delivery and the use of the products and services in the broadest sense of the word shall not infringe any patent right, copyright, trademark right or any other absolute right of any third party. The supplier shall indemnify Nemad against any damages and fully compensate the same in connection with any and all relevant claims and the defence against the same.
- c. The supplier shall indemnify Nemad against claims of third parties on account of infringements alleged by third parties of their (future) patents or models, or any other intellectual property rights, with regard to the manufacture, the repair or the use of the delivered goods.
- d. If any intellectual property right in the name of the supplier is vested on the design for the delivered goods then Nemad shall not be deemed to infringe the same when it carries out or has carried out any repair.
- e. If any intellectual property right in the name of Nemad is vested on the design for the delivered goods then the supplier shall not be authorised to use this design for a purpose other than preparing the goods designated for Nemad for delivery; nor is the supplier allowed to render the design available to third parties.

25. Product information / confidentiality

- a. If the supplier has long-term agreements in place with Nemad and disposes of an electronic catalogue (i.e. electronic data file) with the assortment that is delivered to Nemad, then the supplier shall at its own expense after each and every change in its file send a copy of the changed file, preferably in ASCII, to a software house to be designated by Nemad.
- b. The supplier declares that all the information supplied by Nemad shall be handled confidentially and that distribution thereof by the supplier shall cause the supplier to pay compensation for incurred and still to be incurred damages.

26. Statutory requirements

- a. The supplier guarantees that the design, the composition and the quality of the goods that must be delivered in pursuance of the order shall in all aspects comply with the relevant applicable requirements laid down in legislation and/or other official regulations applicable at the time of conclusion of the agreement.
- b. The provisions set forth in paragraph a are equally applicable to normal use of the goods.

27. Dissolution

- a. The purchase agreement is dissolved by way of a written statement when the supplier is declared insolvent, applies for provisional suspension of payment, or an application of the supplier (natural person) for application of the debt management scheme is honoured by the court or in case of an attachment, administration order or when the supplier otherwise loses power of disposition of its assets or parts thereof.
- b. As a result of the dissolution the reciprocal claims shall immediately fall due.

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