

## GENERAL PURCHASING TERMS AND CONDITIONS

### Article 1: Definitions

- 1.1 The following definitions shall apply in these terms and conditions:
- Client: Logisticon Water Treatment BV or its affiliated company, (hereinafter Logisticon) who are also users of these purchasing terms and conditions;
  - Supplier: a party that has concluded an agreement with Logisticon for the procurement of items and/or services;
  - Agreement: the agreement concluded for the supply of items and related services;
  - Purchase Order: a statement from Logisticon to place an order/contract with the Supplier;
  - Delivery: placing in possession or transferring of movable property to the client, including assembly and/or installation of those items and related documentation, such as drawings, inspection and quality certificates and/or warranty documents and manuals or instruction books;
  - Items: any object to be delivered to Logisticon, including advice and assembly;
  - Material: The material and components which are used during the delivery.

### Article 2: Obligations

- 2.1 These purchasing terms and conditions apply to all requests, offers and agreements related to deliveries at Logisticon by a Supplier. Any deviations or additions to these terms and conditions must be confirmed in writing.
- 2.2 The terms and conditions of the client can only be invoked and accepted if these terms and conditions have been expressly accepted by Logisticon in writing. Any conditions imposed by the Client are hereby expressly rejected. The parties declare that these terms and conditions also apply to agreements concluded between them in the past or to be concluded in future.
- 2.3 In the event of mixed contracts these purchasing terms and conditions shall be applied as far as possible and where appropriate, supplemented with other terms and conditions of Logisticon.

### Article 3: Information and documentation

- 3.1 The Supplier shall provide the Client with all of the information required related to the purchasing agreement and the implementation thereof, free of charge. Any information provided by the Supplier, including drawings, models and technical calculations, shall become the property of Logisticon, but shall remain at the free disposal of the Supplier without having to pay any royalties or fees. Logisticon is authorised to reproduce these documents or to adapt and exploit the documents at its own discretion.

### Article 4: Compliance with the agreement

- 4.1 The latest version of the "Incoterms" of the ICC in Paris shall apply to the interpretation of these purchasing terms and conditions.
- 4.2 Delivery shall take place according to Delivered Duty Paid (DDP) at the agreed place of delivery within the agreed delivery term. In the event of late delivery the Supplier shall be considered to be in default without further notice.
- 4.3 If the Supplier should anticipate at any time that it would be unable to meet requirements, he/she shall notify Logisticon immediately, along with an explanation. Apart from the resulting consequences, the parties shall then engage in consultations in order to find a satisfactory solution for Logisticon.
- 4.4 If Logisticon intends to suspend a delivery term the Supplier is required to pack the relevant items properly, clearly mark them and store them separately on behalf of Logisticon and to have the items insured.
- 4.5 All items must be delivered simultaneously and must be functional as a whole. Phased delivery or delivery in parts is not allowed. The supplier is not authorised to engage sub-suppliers or subcontractors without obtaining the prior consent of Logisticon.
- 4.6 Without prejudice to the provisions under the agreement or by law, the Supplier shall be liable to pay a penalty to Logisticon amounting to 1 percent of the invoice amount for each day of delay, up to a maximum of 25% of the invoice amount. Any complaints on the part of Logisticon shall be lodged with the Supplier immediately after discovery of the shortcoming.

### Article 5: Inspections

- 5.1 Regardless of the legal or contractual obligations of the Supplier, Logisticon shall be entitled to inspect and/or test the items ordered - on site if necessary - regardless of the status or condition of the items.
- 5.2 In this context the Supplier is obliged to provide any information and assistance that may reasonably be required for this purpose. Costs related to testing of the ordered items and inspections by the Supplier shall be borne by the Supplier.

### Article 6: Guarantee

- 6.1 Regardless of further legal obligations, the Supplier guarantees that the delivered items are free of entitlement by third parties, unencumbered and therefore suitable for the purpose for which they are intended. The products must comply with all applicable government requirements, they must be state of the art and free from defects in materials, workmanship, design, construction and assembly.
- 6.2 This warranty is valid for a period of one year after delivery, during which time the supplier shall be obliged to repair any shortcoming as soon as possible and at no additional cost or to replace the relevant item with a new product. After repairs or replacement the aforementioned guarantee period shall apply to the supplied parts anew. Any associated costs shall be borne by the Supplier.

- 6.3 In the event of rejection of delivered items, Logisticon shall be authorised to dissolve the agreement or to provide the supplier with the opportunity to correctly implement the agreement within five working days. If the supplier should fail to meet requirements within this term, Logisticon shall be entitled to take appropriate measures itself or to engage a third party to ensure compliance. Related costs shall be borne by the Supplier.
- 6.4 Rejection does not imply an extension of the delivery term without prior written consent from Logisticon.

### Article 7: Confidentiality

- 7.1 Any information provided by the Supplier to Logisticon shall remain the property of Logisticon, unless otherwise agreed.
- 7.2 The Parties shall respect confidentially towards each other with regards to company sensitive, product technical or technical information and their staff shall also be obliged to this end. Both parties shall refrain from disclosing such information to third parties or to make it available in any other manner, other than for achievement of the purpose for which it was intended.

### Article 8: Transfer of ownership and risk

- 8.1 Ownership of the items shall be transferred to Logisticon at the time of delivery or assembly and/or installation, subject to the subsections below.
- 8.2 Logisticon is entitled to require the Supplier to pass on ownership of all items or material to be delivered at an earlier stage. In such event the Supplier shall consider the relevant items or materials to be the clear and distinguishable property of Logisticon and shall in this respect indemnify Logisticon against any loss or damage or any rights exercised by a third party.
- 8.3 The risk involved with the items to be delivered shall only pass on to Logisticon after they have been approved. In the event of rejection or return of items such risk and property transfer shall be deemed never to have passed to Logisticon.
- 8.4 The utensils provided by Logisticon or by the Supplier for the purpose of delivery shall remain or become the property of Logisticon.
- 8.5 The Supplier waives all rights and entitlements it may have accrued under the right of lien and/or the right of publicity.

### Article 9: Payment

- 9.1 Payment shall be made in legal tender and within 60 days after the date of the invoice for items already received and approved by Logisticon, subject to any deficiencies that have already been identified in the items or that may be identified in future.
- 9.2 Logisticon is entitled to deduct any amount due by the Supplier and/or outstanding invoices of the Supplier or its affiliated companies from open invoices and/or invoices still to be received.

### Article 10: Amendment and dissolution of an agreement

- 10.1 The agreement shall be deemed to have been rescinded as soon as the opposing party should be declared bankrupt, if the company is liquidated or if a request for suspension of payment has been submitted. The terminating party shall not liable for compensation for damage towards the other.
- 10.2 Logisticon is authorised to amend the agreement in part or in full, or to terminate the agreement if the client of Logisticon (the principal) should amend or terminate the principal agreement with Logisticon. In such a situation the rights of the Supplier in relation to the items ordered shall not go beyond any claim that Logisticon may assert towards its principal.

### Article 11: Implementation and work

- 11.1 Where the performance of the agreement should take place on the premises of Logisticon, the Supplier is obliged to conform to the company rules of Logisticon and to observe all statutory requirements that may apply in respect of Health, Safety and Environment.
- 11.2 Any facilities, tools and equipment - including those made available by Logisticon - shall be used by the Supplier at its own risk.

### Article 12: Disputes

- 12.1 The entire legal relationship between the parties - including these terms and conditions - is exclusively governed by Dutch law. The agreement itself supersedes these purchasing terms and conditions. The United Nations Convention on Contracts for the International Sale of Items is rejected.
- 12.2 Disputes arising from the agreement or these terms and conditions shall, where legally possible, in the first instance is subject to the assessment of the competent court in Rotterdam, unless the parties should jointly choose an alternative form of dispute resolution (arbitration or mediation).

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