

**LIENESCH BV, Haaksbergen
GENERAL TERMS OF PURCHASE****Article 1 Applicability**

1.1.

These General Terms of Purchase are applicable to all requests, quotations, offers, orders, order confirmations, agreements and other legislative acts concerning the delivery by the Supplier to Lienesch of goods, the execution of services, the execution of orders and the execution of other activities.

1.2.

Deviations and/or additions to these General Terms of Purchase may be agreed in writing only.

1.3.

Insofar as the Supplier refers to alternative General Terms & Conditions, under whichever name whatsoever, their applicability shall be expressly rejected.

Article 2 Offer and acceptance

2.1.

All quotations issued by the Supplier shall be irrevocable, unless the quotation unambiguously shows that it is without obligation.

2.2.

An agreement shall be established if Lienesch has accepted a quotation, etc. from the Supplier and has accepted it expressly in writing, or has issued a written confirmation with regard to this matter. In writing is understood in these General Purchasing Terms to mean any form of communication that takes place by mail, e-mail or other electronic data transfer.

2.3

All costs incurred in the preparation and submission of a quotation, etc. shall be borne by the Supplier, unless otherwise expressly agreed by parties in writing.

Article 3 Quality and description

3.1.

The Supplier shall undertake vis-a-vis Lienesch to deliver the goods in the description, of the quality and quantity, as further specified in the purchasing specifications and order.

3.2.

The Supplier shall undertake vis-a-vis Lienesch to deliver goods that:

- a. shall be manufactured from sound materials and are of solid design;
- b. shall in every respect be as similar as possible to any samples or models, which are made available or issued by the Supplier, seller and/or Lienesch ;
- c. shall possess the qualities that they are said to;
- d. shall meet the criteria under or by virtue of the law;
- e. shall be available until the end of the life cycle of the collection, with a minimum of 5 years.

Article 4 Delivery

4.1

Delivery of goods shall take place in accordance with the time, place and manner specified in the agreement, order, instructions or these General Terms of Purchase. If no agreement has been made regarding this matter, delivery shall be made to the Lienesch warehouse.

4.2

An agreed date is a firm period. By exceeding an agreed date for the delivery of goods or parts thereof, the Supplier shall be in default without further notice.

The Supplier shall also not be permitted to deliver goods earlier than the agreed date without consultation.

4.3

The Supplier shall, without prejudice to the right of Lienesch to claim compensation for the damages suffered, for every period, or part thereof, for which the delivery date is exceeded, without written notice be owed an immediately payable fine of 1% of the order total, to a maximum of 10% of the order total. Unless the Supplier can demonstrate that the delivery date was exceeded due to circumstances beyond its control and risk. If the delivery becomes constantly impossible, the fine shall be immediately due and payable in full, increased by the financial damages suffered with regard to the failure of Lienesch to perform its obligations.

4.4

The Supplier shall not be authorized to postpone its delivery obligations in the event that Lienesch falls short in the performance of any of its obligations.

4.5

The Supplier shall bear all risks of loss or damage of goods until the date that they are delivered, in accordance with Article 4.1.

4.6

The Supplier shall conclude an agreement at its own expense and risk for the transportation of goods to the delivery site and shall also arrange adequate insurance.

Article 5 Transfer of ownership and risk

5.1

The ownership and risk of goods shall be transferred from the Supplier to Lienesch on the date that the goods are delivered in accordance with Article 4.1, unless parties have expressly agreed otherwise in writing.

5.2.

If goods are stored in the warehouse of the Supplier and said goods are the property of Lienesch, the Supplier shall be obliged to insure these goods and handle them in a proper manner.

Article 6 Changes

6.1

With regard to products to be delivered, Lienesch shall be entitled at all times to desire that the size and/or quantity of the goods to be supplied is changed, unless the goods to be supplied are manufactured exclusively for Lienesch and the Supplier has already started the production process.

6.2

If in the opinion of the Supplier the change has consequences for the agreed fixed price, delivery time and quality, it shall, before implementing the change, inform Lienesch in writing within 5 working days after the receipt of the notification requesting the change.

6.3

If in the opinion of Lienesch these consequences are unreasonable with regard to the nature of the changes, Lienesch shall be authorized to dissolve the agreement wholly or partly by means of a written statement, unless this would be unreasonable given the circumstances. In the event of dissolution on the grounds of this article, neither party shall be entitled to compensation for damages.

Article 7 Dissolution

7.1

Lienesch shall be entitled at all times, without prejudice to its other rights or claims, to dissolve the agreement wholly or partly, by means of a written statement in the following instances:

- a. If the Supplier is declared bankrupt or a moratorium of debts, whether provisional or not, has been granted or an application for either has been submitted;

- b. The fulfilment by the Supplier of an obligation that has become due under the agreement is constantly or temporarily impossible;
- c. The Supplier is in default of the fulfilment of an obligation under the agreement.

7.2

If Lienesch proceeds to dissolve the agreement on the basis of the circumstances specified in Article 7.1, the Supplier shall be obliged to immediately repay Lienesch any payments already made to it, including statutory interest over the amount paid from the date on which it was paid. In the event of the dissolution of the agreement in whole or in part, the repayment obligation shall only exist insofar as it relates to the dissolved part.

Article 8 Force majeure

In the event of force majeure on the part of a party the fulfilment of the agreement shall be wholly or partly suspended for the duration of the period of force majeure, without either party being held liable to pay any form of damages. Under penalty of forfeiture of the right to invoke force majeure, either of the parties shall be entitled to invoke force majeure by notifying the other party in writing immediately, but no later than three working days, of the situation of force majeure. If the situation of force majeure lasts in excess of 30 days, the other party shall be entitled to dissolve the agreement with immediate effect and without legal intervention by giving written notice, without this giving rise to any right to compensation. Force majeure on the part of the Supplier shall in any case not include: strikes, lack of personnel, non-performance of third parties engaged by the Supplier, failure of auxiliary materials, liquidity or solvency problems of the Supplier and government measures at the expense of the Supplier.

Article 9 Liability

9.1

The Supplier shall be liable for all damage, including consequential damages, which are suffered by Lienesch as a result of a shortcoming in the fulfilment of the obligations of the Supplier and/or as a result of damage caused by an act or omission committed by the Supplier, its personnel or third parties it has engaged, unless the damage is the result of wilful intent or gross negligence on the part of Lienesch.

9.2

The Supplier shall indemnify Lienesch against claims from third parties for damages resulting from shortcomings in the products delivered, caused by an act or commission of the Supplier or its agents respectively.

Article 10 Advertisements

10.1

Lienesch shall be entitled to inspect and check the delivered products. If, after delivery of the goods, Lienesch rejects them or does not approve them after controls, the Supplier shall be obliged to collect said goods at its own expense within two weeks after Lienesch has notified it. If the Supplier falls short in fulfilling this obligation, Lienesch shall be entitled, without prejudice to all other rights or claims, to have the goods delivered to the Supplier at cost and risk to the Supplier.

The Supplier shall be obliged to replace the goods with qualitatively correct goods within 4 weeks after the rejection.

Article 11 Price, invoicing and payment

11.1

The agreed price shall include all charges incurred in connection with the goods up to and including delivery and excludes VAT, unless parties have expressly agreed otherwise in writing.

11.2

The Supplier shall not invoice the outstanding amount before the date on which the goods are shipped.

11.3

Lienesch shall be obliged to make payment within 90 days after the invoice date, unless parties have

expressly agreed otherwise in writing.

11.4

Lienesch shall at all times be entitled to offset the sums that it owes the Supplier against any claims it has or shall have against the Supplier.

Article 12 Confidentiality and intellectual property rights

12.1

The Supplier shall, prior to, as well as during and also after the agreement, guarantee absolute confidentiality with respect to third parties for all company information originating from Lienesch that comes or is brought to its attention in any way whatsoever.

12.2

Any intellectual property rights on products specially developed for Lienesch, as well as programming or software, shall be held by Lienesch, or shall at the first request of Lienesch be transferred to it by the Supplier.

12.3

The Supplier shall guarantee that by using the products delivered, no breach of third-party intellectual property rights is made and the Supplier indemnifies Lienesch against any claims from third parties in this respect.

12.4

The Supplier shall guarantee that it delivers the products selected by Lienesch exclusively to Lienesch. This shall be recorded in the product specifications.

Article 13 Applicable law

13.1.

The agreement concluded between parties and any resulting agreement shall be governed by Dutch law.

13.2

The applicability of the Vienna Sales Convention is expressly excluded.

Article 14 Disputes

14.1.

Any disputes which may arise between the parties as a result of their agreement, or arising from further agreements concluded as a result thereof, or from any other existing or future legal relationship, such as for instance, but not exclusively, in respect of an unlawful act, undue payment and unjustified enrichment, shall be settled by the Court of Overijssel, located in Almelo, except insofar as mandatory rules on jurisdiction might interfere with this choice.

14.2

Lienesch shall be entitled to summons the Supplier before the competent court.