

Conditions of Purchase

of the private company with limited liability

SCIONIX HOLLAND B.V. having its registered office in Bunnik

Article 1. Definitions

In these Conditions of Purchase the following terms shall be defined as follows:

- a. Purchaser: Scionix Holland BV, author of these Conditions of Purchase;
- b. Supplier: the party supplying certain goods to the Purchaser;
- c. Agreement: the written agreement between Purchaser and Supplier concerning the delivery of certain goods;
- d. Delivery: bringing one or more goods into the possession or control of the Purchaser, in combination with the installation or mounting of these goods where applicable;
- e. Goods: material objects which are to be delivered, are being or have been delivered;
- f. Parties: Purchaser and Supplier.

Article 2. Applicability

1. These Conditions of Purchase shall apply to any requests, offers and orders concerning Delivery of Goods to the Purchaser by the Supplier. The Supplier's General Terms and conditions are expressly rejected.
2. In case of contradiction, particular Agreements shall prevail over these Conditions of Purchase.

Article 3. Modifications

1. At all times the Purchaser shall have the possibility to modify the quantity and/or the nature of the Goods to be delivered, in consultation with the Supplier. Modifications shall be agreed upon in writing.
2. If in the Supplier's view a modification affects the agreed fixed price and/or the time of Delivery, he/she is obliged to inform the Purchaser of this in writing as soon as possible, within 8 (eight) days of receiving the modification request at the latest, before implementing the modification.
If the Purchaser finds these consequences to the price and/or time of Delivery unreasonable, the Parties will consult with each other on the matter.

Article 4. Transfer of obligations

1. Only with the Purchaser's prior written consent can the Supplier transfer any obligations ensuing from the Agreement to a third party. This consent may be subject to reasonable conditions.
2. In case of transfer, complete or partial, of the obligations ensuing from the Agreement to a third party the Supplier is obliged to inform the Purchaser as to which guarantees have been given for the payment of VAT, wage tax and social security contributions which are statutory for employers.

Article 5. Prices and price adaptation

1. Prices are exclusive of VAT and encompass all costs related to the fulfillment of the Supplier's obligations.
2. Prices are fixed, unless the Agreement states the circumstances which may lead to price adaptation and the manner in which prices may be adapted.

Article 6. Invoicing and payment

1. Payment of the invoice by the Purchaser, including VAT, shall take place within 30 (thirty) days of receipt of the invoice and approval of the Goods and/or their installation/mounting.
2. The Purchaser shall have the right to suspend payment if he finds a flaw in the Goods and/or their installation/mounting.
3. The Purchaser shall have the right to deduce any amount of money which the Supplier owes him from the amount invoiced.
4. Payment by the Purchaser does not entail cession of rights in any way.

Article 7. Time of Delivery

1. The agreed time of Delivery is of the essence. If the Supplier does not deliver the Goods at the appointed time, he/she shall be in default without further notice.
2. Any threatening delay in Delivery must be reported immediately and in writing to the Purchaser, without prejudice to any consequences of such a delay pursuant to the Agreement or the legal provisions.

Article 8. Delivery

1. Delivery shall take place at the agreed place and time, in accordance with the applicable Incoterm DDP (Delivered Duty Paid), unless agreed otherwise in writing.
2. The Purchaser has the right to postpone Delivery. In that event, the Supplier shall store, preserve, secure and insure the Goods separately and recognizably and in proper packaging.

Article 9. Shortcoming

1. In the event of an attributable shortcoming of the Supplier, he/she shall be in default without further notice.
2. The statutory interest on amounts which the Purchaser has paid in advance shall be deducted from payable invoices over the period of default.
3. In the event of a non-attributable shortcoming, the obligations of both Parties shall be suspended for a period of 2 (two) weeks.
4. The Parties may plead non-attributable shortcoming vis-à-vis each other only if the Party concerned informs the other Party of such a plea in writing and with submission of the necessary evidence as soon as possible, at the latest within 8 (eight) days after the commencement of the non-attributable shortcoming.
5. If the Supplier claims that one or more of his/her shortcomings may not be attributed to him/her and the Purchaser accepts this claim, the Purchaser nonetheless has the right to annul the Agreement. In such an event, the Parties shall not claim any damage from each other.

Article 10. Guarantee

1. The Supplier guarantees that the Goods and/or their installation/mounting correspond to what has been agreed.
2. The Supplier guarantees that the Goods are complete and ready to use. He/she guarantees that all parts, secondary materials, accessories, tools, spare parts, operation instructions and manuals which are necessary to attain the objective specified in writing by the Purchaser are included in the Delivery, even if they have not been specified.
3. The Supplier guarantees that the delivered Goods meet with all the statutory requirements concerning among other things quality, environment, safety and health.
4. If the Purchaser finds that the delivered Goods do not or do not fully meet with the Supplier's guarantees as specified in the preceding clauses of this article, the Supplier shall be in default, unless

he/she can prove that the shortcoming cannot be attributed to him/her.

Article 11. Intellectual and industrial property rights

1. The Supplier guarantees that the Purchaser may use the delivered Goods freely and without impediment. He/she indemnifies the Purchaser against any financial consequences.

Article 12. Documentation

1. The Supplier is obliged to provide the Purchaser with the pertaining documentation before Delivery or at the moment of Delivery.
2. The Purchaser is free in his use of this documentation; this includes the right to make copies for his own use.

Article 13. Liability

1. The Supplier shall be liable for any damage resulting from the fulfillment of the obligations pursuant to the Agreement.
2. The Supplier indemnifies the Purchaser against any financial consequences of third-party claims related in any way to the fulfillment of the obligations pursuant to the Agreement.
3. The Purchaser has the right to demand that the Supplier take out an insurance to cover the risks. The Supplier is obliged to allow the Purchaser to inspect this insurance policy at first request.

Article 14. Transfer of risk and ownership

1. Ownership of the Goods is transferred to the Purchaser after the Goods have been delivered and, if necessary, mounted and/or installed.
2. If the Purchaser provides the Supplier with materials such as raw materials, auxiliary materials, tools, drawings, specifications or software for the purpose of fulfilling his/her obligations, these materials remain the Purchaser's property. The Supplier shall keep them separated from materials belonging to him- or herself or to a third party, and mark them as the Purchaser's property.
3. As soon as materials such as raw materials, auxiliary materials or software belonging to the Purchaser have been incorporated into goods belonging to the Supplier, a new object has been created which is the property of the Purchaser, without prejudice to the provision made in clause 4 of this article.

4. The risks pertaining to the Goods are transferred to the Purchaser as soon as the Delivery and subsequent approval of the Goods pursuant to Article 16 of these Conditions of Purchase have taken place.

Article 15. Confidentiality and prohibition of disclosure

1. The Supplier shall observe secrecy as to the existence, the nature and the contents of the Agreement and any other business information, and shall not disclose anything of it without the Purchaser's prior written consent.
2. The Supplier has the right to use the information provided by the Purchaser, but solely in relation to the Agreement. The information shall remain the Purchaser's property.
3. In case of breach of the provisions in this article the Purchaser has the right to annul the Agreement in part or in its entirety, without notice of default or judicial intervention.
4. Annulment of the Agreement shall be done by means of a registered letter to or a writ served on the Supplier.

Article 16. Inspection

1. The Purchaser has the right to inspect the Goods or have them inspected at any time during production, processing and storage as well as after Delivery.
2. The Supplier shall grant the Purchaser or his representative access to the location where production, processing or storage of the Goods takes place, and shall do so at first request. The Supplier will cooperate toward the inspection free of charge.
3. If an inspection as meant in this article cannot take place at the intended time or if an inspection has to be repeated, the expenses incurred for this by the Purchaser shall be paid by the Supplier.
4. If the delivered Goods are rejected, the Supplier shall take care of their repair or replacement within 8 (eight) days. If the Supplier fails to fulfill this obligation, the Purchaser has the right to purchase the desired goods from a third party, or to take measures himself or have them taken by a third party, at the Supplier's expense and risk.
5. If the Supplier fails to retrieve the rejected delivered Goods within 8 (eight) days, the Purchaser has the right to return them to the Supplier at the Supplier's expense.

Article 17. Annulment

1. If the Supplier fails to fulfill his/her obligations under the Agreement or other agreements following from it, and/or in case of, among other things, his/her bankruptcy, suspension of payment, and/or in case of suspension of business, withdrawal of any licenses, seizure of company property or goods meant for implementation of the Agreement, liquidation or takeover or any similar state of the Supplier's business, he/she shall be legally in default.
2. Without prejudice to all other rights, the Purchaser may annul the Agreement partially or entirely if the Supplier or any of his/her subordinates or representatives offer or grant any benefit to a person belonging to the Purchaser's company or to any of his subordinates or representatives.

Article 18. Regulations, safety and environment

1. The Supplier and his/her employees, as well as any third party the Supplier has engaged, are obliged to observe the statutory regulations on safety, health and environment. Any business regulations related to safety, health and environment on the part of the Purchaser must be observed as well. A copy of these regulations will be provided to the Supplier immediately and without cost at his/her request.

Article 19. Dispute

1. Any dispute between the Parties, including a dispute which is considered as such by one Party only, shall be settled by mutual consultation if possible.
2. If the Parties fail to settle the matter, any dispute following from or related to these Conditions of Purchase or the Agreements to which they apply will be brought to the competent judge at the District Court of Utrecht.

Article 20. Applicable law

1. The Agreement, of which these Conditions of Purchase are a part, is governed solely by Dutch law. Foreign law and conventions such as the CISG are rejected.

Article 21. The Dutch text prevails

1. The Dutch text of these purchase conditions shall prevail over any translations.