



PURCHASE CONDITIONS – BCN

These Purchase Conditions are dated September 2015

1. Definitions

- BCN: Client
- Supplier: the counterparty of BCN
- Parties: BCN and Supplier
- Agreement: the arrangements between BCN and Supplier to which these purchasing conditions apply
- Products: goods and/or services delivered by Supplier to BCN

2. Applicability

1. These purchasing conditions apply to all current and future agreements with BCN concerning Products to be delivered to BCN. Supplier's conditions are not applicable.
2. In case of conflict, specifically agreed commitments take precedence over these purchasing conditions.
3. Deviations from and amendments to the Agreement (including these purchasing conditions) are valid only if accepted in writing by BCN.

3. Delivery

1. In addition to what is determined in the Agreement, Supplier will, among other things:
 1. Ensure that the Products comply with legal requirements and other government regulations and are suitable for their intended purpose. Supplier will arrange for any required permits and necessary safety materials.
 2. Accompany Products with all documentation and tools required or requested by BCN.
 3. Properly package Products and take back packaging and waste at BCN's first request.
2. BCN is always entitled to conduct an examination of the quality, price, and/or other characteristics of the Products. Supplier will cooperate with this examination at no cost.

3. Partial deliveries are not allowed. Services will be performed continuously.
4. Until delivery, the Products are at Supplier's risk. After delivery, the Products are the property and at the risk of BCN. The delivery of goods is completed when BCN confirms receipt in writing. The delivery of services is completed when BCN confirms in writing that the services are completed. BCN's confirmation does not imply approval of the Products.
5. BCN is not obliged to pay for additional work unless it has approved both the additional work and the compensation for it in writing.
6. Supplier waives its right of retention and right of reclamation.

4. Prices, Invoicing, and Payment

1. All prices mentioned by Supplier are all-inclusive (including, among other things, VAT, transportation costs, insurance, and other costs and fees).
2. The agreed prices are fixed unless the Agreement specifies circumstances leading to adjustments and the manner in which the adjustment takes place.
3. BCN is always entitled to have an investigation conducted to test the market conformity of the Products. Supplier will cooperate with this examination at no cost. If the examination reveals that the quality/price ratio is not market-conforming, BCN is entitled to (1) terminate the Agreement (in whole or in part) with immediate effect without being liable for damages, or (2) adjust the Agreement in line with the results of the examination, in which case Supplier is obliged to cooperate.
4. If invoicing is based on worked hours, the worked hours must be signed off by BCN. BCN is only obliged to pay upon submission of a signed man-hours statement.
5. Supplier will submit invoices in the manner prescribed by BCN.

6. If BCN disagrees with the content of (part of) an invoice, BCN is entitled to suspend payment of the disputed portion of the invoice. In such a situation, Supplier has no right to suspend its obligations, and the parties will meet within a reasonable period to discuss the relevant invoice.
7. BCN will pay within 30 days after acceptance of the delivery and correct invoicing.
8. Payment does not constitute a waiver of any rights.

5. Default

1. In the event of an attributable default by Supplier, it is in default without further notice.
2. Supplier must immediately inform BCN if it knows or suspects that it will or may default, stating the cause and estimated duration. In any case, Supplier is not entitled to plead force majeure if it has not complied with the preceding sentence.
3. Force majeure does not include, in any case: lack of personnel, strikes, illness, shortage of raw materials, transportation problems, default of parties engaged by Supplier, and liquidity and solvency problems on the part of Supplier.
4. In the event of an attributable default by Supplier, Supplier is obliged to compensate BCN for any extrajudicial and judicial costs. The extrajudicial costs are set at 15% of the amounts due in principal, or the damage suffered by BCN, plus any VAT payable on it.
5. Supplier is not entitled to invoke any right of suspension or set-off against BCN.

6. Intellectual Property

1. All possible intellectual property rights arising from the execution of the Agreement belong to and are exclusively vested in BCN. The relevant rights are hereby transferred to BCN in advance,



and this transfer is accepted by BCN. Upon first request, Supplier will do everything necessary to acquire and secure these rights and/or waive any personality rights.

2. If intellectual property rights of Supplier rest on the Products or associated documentation, BCN obtains a free right of use through a non-exclusive, worldwide, perpetual license.
3. Supplier guarantees that the Products do not infringe on the intellectual property rights of third parties.
4. Everything provided by BCN to Supplier for the execution of the Agreement, including drawings, images, calculations, remains the property of BCN and may only be used for the execution of the Agreement.

7. Confidentiality

1. Supplier will observe strict confidentiality regarding all information that has come to its knowledge in the course of performing its activities for the Agreement, the confidential nature of which it knows or can reasonably assume (including the existence of this Agreement), unless BCN has allowed disclosure or the law or a court compels disclosure.
2. Supplier guarantees that all persons directly or indirectly engaged by it will comply with the obligations mentioned in this article and will, upon the first request, sign a confidentiality statement to be determined by BCN.
3. Leverancier verbeurt per overtreding van hetgeen in dit artikel is gesteld een direct opeisbare boete van € 20.000, onverminderd alle verdere rechten van BCN waaronder die op volledige schadevergoeding.
4. Supplier forfeits a immediately due penalty of €20,000 for each violation of the provisions of this article, without prejudice to all other rights of BCN, including the right to full compensation.

8. Liability

1. If BCN has entered into the Agreement with multiple parties, these parties are jointly and severally liable towards BCN for

the performance of their obligations under the Agreement.

2. Supplier is liable for all damage suffered by BCN or third parties as a result of a breach of any obligation, whether caused by Supplier, its personnel, or other persons or things involved by it in the execution of the Agreement. Supplier indemnifies BCN against all claims from third parties for compensation for damage related to a breach of any obligation described in this article.
3. BCN's administration constitutes full proof of its damage, subject to evidence to the contrary by Supplier.
4. Supplier must be adequately insured against the damage mentioned in this article.
5. At BCN's request, Supplier will immediately provide insight into the relevant policy, as well as proof of premium payments (including the last premium payment). Supplier hereby assigns to BCN in advance all claims for insurance benefits insofar as they relate to damage for which Supplier is liable. If a pre-assignment is not possible in advance, Supplier is obliged, upon BCN's first request, to assign all claims for insurance benefits relating to a claim submitted by BCN to BCN.
6. BCN is not liable to Supplier for any damage, direct or indirect, of any kind, regardless of how it arose and the persons by whom the damage was caused, except in case of intent or conscious recklessness of BCN's executives.

9. Dissolution, Termination, and Cancellation

1. Without prejudice to BCN's other rights (including the right to compensation), BCN is entitled to wholly or partially dissolve the Agreement through a written statement without further notice if:
 1. Supplier or any of its subordinates or representatives offers, provides, has offered, or has provided any benefit that may influence decision-making to an employee or representative of BCN;

2. Supplier is declared bankrupt, applies for a suspension of payments, ceases its business, or liquidates its business, a significant part of its assets is seized, or it is otherwise unable to fulfill the obligations under the Agreement;
3. Significant changes occur in the ownership or control relationships at Supplier, including mergers and acquisitions;
4. BCN incurs an unacceptable risk of reputational damage as a result of the cooperation with Supplier, at BCN's discretion.

5. 2. All claims that BCN may have or acquire against Supplier in the cases mentioned in the first paragraph will be immediately and fully due and payable. Supplier will immediately refund what has already been paid by BCN under the dissolved Agreement.
6. In the case of long-term agreements with a term of at least one year, BCN is always authorized to terminate the Agreement prematurely, without stating reasons, provided a reasonable notice period of at least three months is observed. BCN is not liable for damages to Supplier as a result of such termination.
7. Upon termination of the Agreement, Supplier will cooperate to ensure that BCN is able to continue its activities without interruption and at its usual level.

10. Engagement of Third Parties

1. Supplier must have prior written consent from BCN before engaging third parties. BCN will not unnecessarily withhold this consent. Supplier remains jointly and severally liable at all times for the performance of its obligations under the Agreement.

11. Applicable Law and Disputes

1. Agreements between BCN and Supplier are exclusively governed by Dutch law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. All disputes between BCN and Supplier will be exclusively settled by the court with jurisdiction in the district of Amsterdam.