



# CA FNZ Purchase Conditions

The CA FNZ Holding B.V., as well as each of its subsidiaries', General Purchase Conditions are deposited at the Gelderland Court Registry under the file no. 45/2016.

## 1. 1. Definitions

### *CA FNZ:*

CA FNZ Holding, registered at the Chamber of Commerce under No. 09087792, as well as each of its subsidiaries.

### *Agreement:*

any multilateral legal act between CA FAZ and the Supplier and/or any purchasing order sent by CA FAZ.

### *Performance:*

the Goods and/or Services provided by the Supplier in accordance with the Agreement.

### *Goods:*

products, materials, (chemical) liquids and substances, gases, devices, models, software and any other tangible items.

### *Services:*

services, outputs thereof and/or any associated Goods.

### *Supplier:*

any party entering into an Agreement with CA FNZ.

### *Conditions:*

the present CA FNZ Purchase Conditions.

## 2. Acceptance

**2.1** These Conditions, together with the Agreement, shall form the conditions of the performance to be delivered by the Supplier and, after acceptance by the Supplier, shall bind both parties. Delivering (part of) a Performance by the Supplier shall be considered as unconditional acceptance of the Conditions.

**2.2** Derogations from these Conditions may only be agreed upon in writing.

**2.3** Any Supplier's General Conditions, however named, shall not apply.

## 3. 3. The Performance

**3.1** The Supplier ensures that the Performance shall be according to the requirements and specifications from the Agreement and Conditions, free of defects and suitable for the purpose intended by CA FNZ.

**3.2** In delivering the Performance the Supplier shall comply with all applicable laws and regulations, norms and standards, directives and codes.

## 4. Delivery of Goods

**4.1** Delivery of Goods shall take place at the agreed place and time, Delivery Duty Paid (in accordance with the meaning given by the Incoterms 2010), unless otherwise agreed upon in writing.

**4.2** The Goods shall be packed properly and marked according to CA FNZ's instructions, as well as provided with a consignment note. The Supplier shall provide CA FNZ with all documents necessary to use, store and transport the Goods properly, like, but not limited to, licenses, permits, specifications, instructions and any inspection, examination and control records, no later than at the moment of the delivery of the Goods.

**4.3** As soon as the Supplier expects any exceeding of the agreed delivery term, he shall give CA FNZ written notice thereof without delay, stating the reason. Said notice shall not discharge the Supplier of his obligations and/or liability.

## 5. Provision of Services

**5.1** The provision of Services shall take place at an agreed place and within the agreed term.

**5.2** In providing Services, the Supplier shall strictly observe CA FNZ's instructions.

**5.3** If CA FNZ and the Supplier agreed upon (a) certain person(s) shall providing the Services, the Supplier shall not be entitled to replace said person(s) by others, unless with prior written consent by CA FNZ.

**5.4** If CA FNZ requests the Supplier to replace one or more persons appointed by the Supplier to provide the Services - for reasons of progress, the level of services of otherwise - the



Supplier shall submit a replacement proposal within 2 weeks upon receiving the request.

**5.5** If a maximum fee or a maximum number of hours has been agreed for the provision of Services, any exceeding shall be at the Supplier's risk and on his account; CA FNZ shall have no obligation to pay the excess amount.

## **6. Warranties**

**6.1** Any Performance faults, including omissions or defects, shall be remedied by the Supplier free of charge, immediately and completely. If the Supplier does not comply with his obligation to remedy within 14 days upon notification, or in case of emergency, CA FNZ is entitled to have the remedy carried out by a third party and to recover the costs incurred from the Supplier.

**6.2** The Supplier is not entitled to transfer the delivery of his Performance entirely or partially to a third party or to transfer the Agreement entirely or partially to a third party, without prior written consent by CA FNZ. CA FNZ is entitled to attach conditions to such consent.

**6.3** CA FNZ is entitled to reject the Performance if it is delivered (a) outside the agreed term, (b) other than in the agreed volumes and/or amounts, (c) in faulty or damaged packaging, or (d) with one or more defects. CA FNZ is entitled to store the rejected Performance at the Supplier's risk and on his account.

## **7. Prices and payment**

**7.1** The prices established in the Agreement shall be fixed for the entire duration of the Agreement; they do not include VAT but do include all other taxation, rights, charges, license and other fees and all other costs associated with the Performance, Agreement and the quotation. The latter costs like, but not limited to, travel and waiting time, are only eligible for compensation in case of a written agreement to do so.

**7.2** Payment shall take place within sixty (60) days upon invoicing.

**7.3** Invoices are only payable if they are correctly itemised, provided with the correct reference or purchase numbers and carry the date of the Agreement. Invoice shall be submitted digitally to CA FNZ's accounts payable department: [invoice@synerlogic.nl](mailto:invoice@synerlogic.nl). Invoices which do not comply with the requirements are returned to the Supplier. Only upon receipt of a correctly drawn up invoice shall the aforementioned payment term commence.

**7.4** Payment does not signify waiving any rights in any way.

**7.5** CA FNZ is entitled to offset any amounts due to the Supplier with amounts owed by the Supplier, or a company from the group of which the Supplier is a part, to CA FNZ or to a company from the group of which CA FNZ is a part. At the moment of offsetting CA FNZ's claim does not (yet) need to be enforceable.

**7.6** It is at CA FNZ's discretion to determine which payment shall be made for what Performance.

## **8. Ownership and intellectual property rights**

**8.1** CA FNZ shall become owner of the Goods, and the outputs and materials being part of the Services, at the time of reception and the place of delivery, except for the following cases:

**a.** If the Supplier mounts or installs the Goods, ownership shall be transferred at the moment of delivery of full operational status and approval thereof by CA FNZ;

**b.** If the Agreement provides for a (partial) advance payment, ownership shall be transferred to CA FNZ after the first instalment; the Supplier shall mark the Goods as being owned by CA FNZ and store them thus identifiably. In such case, the Agreement shall be valid as a private document. The risk of these Goods, however, shall be transferred to CA FNZ upon delivery at the agreed time and place.

**c.** If the Agreement provides for the storage of Goods by the Supplier, the Supplier shall mark the Goods as being owned by CA FNZ and store thus identifiably and ownership shall be transferred at the moment of the first (instalment) payment. In such case, the Agreement shall be valid as a private document. The risk of the stored Goods, however, shall be transferred to CA FNZ upon delivery at the agreed time and place.

**d.** If the Agreement provides for the delivery of Goods yet to produce, ownership is transferred in advance, at the moment of the first (instalment) payment. In such case, the Agreement shall be valid as a private document. The risk of the Goods yet to produce, however, shall be transferred to CA FNZ upon delivery at the agreed time and place.

**8.2** The Supplier warrants that the Goods, as well as the outputs and materials being part of the Services, are not encumbered and free of liens and other security rights. By accepting these Conditions the Supplier waives his lien and the right to claim retention of title.

**8.3** The Supplier warrants that the Performance does not infringe upon any intellectual or industrial property rights or any other third party rights.



**8.4** All intellectual and/or industrial property rights arising in within the framework of this Agreement shall become property of CA FNZ and CA FNZ is entitled to have them registered as such.

## **9. Liability and Insurance**

**9.1** The Supplier is obliged to pay for all damages (including judicial and extrajudicial costs) CA FNZ may incur because of or in relation to failing to comply with the Agreement and/or to deliver the Performance.

**9.2** The Supplier shall undertake to insure his liability and to remain insured. At CA FNZ's first request the Supplier will present confirmation of insurance to CA FNZ.

**9.3** Except in the event of gross negligence or intent by a CA FNZ management team member, CA FNZ shall not be liable for any damage the Supplier, his staff and/or auxiliaries may incur.

**9.4** The Supplier is liable to CA FNZ for any damages claimed from CA FNZ by third parties as a result of non-compliance by the Supplier with the requirements described in Art. 3 of these Conditions, and furthermore the Supplier shall indemnify CA FNZ, upon first request, in legal proceedings, from such liabilities by third parties. If and as far as CA FNZ, notwithstanding the aforementioned indemnification, is forced to satisfy such claims or to incur costs to repeal those claims, the Supplier shall compensate CA FNZ for these damages and/or costs.

**9.5** In case of force majeure as referred to in Art. 6:75 Dutch Civil Code, the one party shall notify the other party thereof without delay. In case of force majeure exceeding 30 days, CA FNZ shall be entitled to terminate the Agreement completely or partially.

## **10. Inspection and modifications**

**10.1** The Supplier shall ensure that CA FNZ, upon first request, shall have the opportunity to inspect, control and/or test the Goods or the manufacturing process and/or the place where the Services or a part thereof are carried out.

**10.2** An inspection, a control and/or test by CA FNZ shall not relieve the Supplier of any obligation or liability whatsoever out of this Agreement. The costs of an inspection, control and/or test shall be paid by the Supplier.

**10.3** CA FNZ is entitled to request one or more production or confirmation samples. The Supplier shall provide CA FNZ with these samples within 5 work days after being requested. Should,

on the basis of such a sample, a Good or Service appear to not be complying with the established clauses in the Agreement, the costs of the provision of a sample shall be for the Supplier's account

**10.4** The Supplier is not entitled to modify the Goods, the delivery of Services, the production process and/or the raw materials, without prior written consent by CA FNZ.

## **11. Chemicals, Safety and Access**

**11.1** The Supplier guarantees his good understanding of the requirements and of the European and national legislation regarding chemicals and safety, like (but not limited to) the REACH-regulation, the CLP-regulation, the Biocide regulation and the Dutch Environment Protection Act, and that Supplier's Performance complies with these regulations.

**11.2** If the Performance is to be delivered, completely or partially, on premises owned by CA FNZ, the Supplier shall undertake to follow CA FNZ's instructions at all times, especially, but not limited to, instructions regarding working hours and days, hygiene and safety.

**11.3** The Supplier shall ensure to timely seek and obtain those permits, exemptions and other government documents required to deliver the Performance.

**11.4** CA FNZ shall only allow access to its premises to the Supplier's staff and auxiliaries which have been previously registered and announced by the Supplier and approved by CA FNZ.

**11.5** If CA FNZ, because of the nature of the Performance, deems necessary to determine specific safety requirements for the Supplier's staff and auxiliaries before allowing them on the premises, like disposing of a VCA or another safety certificate generally recognized in the industry, the Supplier shall be obliged to request CA FNZ to provide a work permit. The Supplier's staff and auxiliaries shall undertake to comply with the provisions therein at all times, failing which they shall be refused access to the premises.

## **12. Confidentiality**

**12.1** During as well as after the term of the Agreement the Supplier shall keep any information confidential which he - whether directly or indirectly - has obtained from or about CA FNZ and which CA FNZ has labelled confidential or which the Supplier could reasonably assume to be confidential.

**12.2** The Supplier shall undertake to take measures to ensure



that his staff and potential auxiliaries respect the aforementioned confidentiality.

**12.3** If the Supplier, in the process of the implementation of the Agreement, has come to dispose of information or Goods to which the aforementioned confidentiality applies, the Supplier shall mark this as “property of CA FNZ” and as “confidential”. The Supplier may only use this information and these Goods for the purpose of delivering the Performance. The Supplier shall return this information and these Goods to CA FNZ at first request and without delay.

**12.4** The Supplier and the staff and auxiliaries involved in the implementation of the Agreement shall sign a confidentiality agreement, drawn up by CA FNZ, at first request by CA FNZ.

**12.5** The Supplier may not make any public announcement about the Agreement without prior written consent by CA FNZ.

### **13. Termination and suspension**

**13.1** Unless agreed upon otherwise in the Agreement, the Agreement terminates automatically - i.e. without the need of a notice - upon expiration of the agreed term.

**13.2** If the Agreement is indefinite, it applies that it may be terminated by CA FNZ for any reasons it deems appropriate, taking a reasonable notice of no more than six months into account. In that case no obligation to pay a (additional) damages shall come into being.

**13.3** CA FNZ has the right to terminate the Agreement without judicial intervention with immediate effect, without prejudice to CA FNZ's right to be compensated, if

- a.** the Supplier does not deliver the Performance within the established term in the Agreement; or
- b.** the Supplier is not, to CA FNZ's judgement, capable of delivering the Performance within the established term in the Agreement; or
- c.** if the Performance does not meet the requirements established in Art. 3 of these Conditions; or
- d.** if the Supplier's professional morality or professional integrity are in doubt.

**13.4** CA FNZ is entitled to terminate the Agreement extra-judicially with immediate effect if the Supplier or a third party applies for the Supplier's insolvency, if the Supplier is declared bankrupt or if he applies for suspension of payments.

**13.5** The Supplier is not entitled to suspend his obligations on behalf of the Agreement, even if there is a dispute.

### **14. Penalty**

**14.1** If the Agreement contains a penalty clause, it shall be due immediately, regardless of the attribution of the fault to the Supplier and without the need of prior default. The penalty is not open to mitigation.

**14.2** CA FNZ may require compliance with the penalty clause as well as of the obligation the penalty clause is connected to; if damages exceed the penalty, CA FNZ is entitled to claim additional compensation.

### **15. General clauses**

**15.1** Should a clause from the Agreement or the Conditions be declared null and void or be annulled by a judgement with the authority of a final judgement, the other clauses shall remain in full force. The void or annulled clause shall be replaced by a clause which approaches the intention of the original clause as closely as possible.

**15.2** With this Agreement or these Conditions both parties expressly do not intend to constitute an agency, a partnership, a joint venture or an employment relationship.

**15.3** Upon termination of the Agreement (for whatever reason) the validity of clauses which are of a continuous nature, like (but not limited to) clauses regarding confidentiality, warranties and (intellectual) property rights shall not be affected.

### **16. Applicable law**

**16.1** Dutch law applies to the Agreement, excluding the UN Convention for the International Sale of Goods.

**16.2** Any dispute which can't be settled by friendly consultations shall be settled by the Gelderland Court.