

GENERAL TERMS AND CONDITIONS OF PURCHASE

Article 1 – Applicability

1.1 These General Terms and Conditions of Purchase ("Conditions") apply to all requests for quotation, offers, purchase orders and agreements under which VBR Holding B.V. and/or its affiliated companies ("Buyer") purchase goods, services, works or any combination thereof ("Supply").
1.2 The applicability of any general terms and conditions of Seller is expressly rejected unless explicitly accepted by Buyer in writing.
1.3 Commencement of performance by Seller constitutes acceptance of these Conditions.
1.4 In the event of conflict between these Conditions and a written agreement signed by both parties, the written agreement shall prevail.

Article 2 – Formation of Agreement

2.1 An agreement is only binding upon written confirmation by Buyer.
2.2 Amendments or additions require written agreement.
2.3 If any provision is invalid or unenforceable, the remaining provisions remain in full force. Parties shall replace the invalid provision with a valid provision reflecting its original intent as closely as possible.

Article 3 – Price and Commercial Terms

3.1 Prices are fixed and firm and not subject to escalation unless expressly agreed in writing.
3.2 The applicable Incoterms® rule, in accordance with the latest edition of the Incoterms® published by the International Chamber of Commerce (ICC), and the named place of delivery shall be specified in Buyer's Purchase Order and shall govern the allocation of transport costs, insurance obligations, customs formalities, duties and transfer of risk, as applicable.
3.3 Prices include packaging and other costs for which Seller is responsible under the agreed Incoterms® rule, unless expressly agreed otherwise in writing.
3.4 No additional charges shall apply without prior written approval.

Article 4 – Invoicing and Payment

4.1 Invoices shall reference Buyer's purchase order number and comply with applicable legal requirements.
4.2 Payment terms shall be as specified in Buyer's Purchase Order.
4.3 Payment shall not constitute acceptance of the Supply or waiver of any rights.

Article 5 – Delivery and Delay

5.1 Agreed delivery dates are binding.
5.2 Seller shall immediately notify Buyer in writing of any anticipated delay, its cause, expected duration and proposed mitigation.
5.3 In the event of a delay in delivery attributable to Seller, Buyer shall be entitled to liquidated damages of 0.5% of the value of the delayed Supply for each completed week of delay, up to a maximum of 7.5% of that value.
5.4 Liquidated damages under Article 5.3 are the exclusive monetary remedy for ordinary delay while the agreement continues, without prejudice to claims arising from wilful misconduct or gross negligence.

Article 6 – Inspection and Acceptance

6.1 Seller shall provide Buyer with a reasonable opportunity to inspect the Supply. Such inspection may take place at Seller's premises, at the delivery location or at Buyer's premises, as mutually agreed between the parties.
6.2 Delivery and receipt do not in themselves constitute technical acceptance. Where acceptance testing is expressly agreed, acceptance occurs upon successful completion of those tests or written confirmation by Buyer.
6.3 Inspection, testing, payment or acceptance shall not waive rights in respect of latent defects or non-conformities that could not reasonably have been discovered at the relevant time.
6.4 Buyer shall notify Seller of apparent non-conformities within a reasonable period after discovery and of latent defects within a reasonable period after they become apparent.

Article 7 – Transfer of Title and Risk

7.1 Title to the Supply shall pass to Buyer upon delivery or payment, whichever occurs first.
7.2 The risk of loss of or damage to the Supply shall pass in accordance with the Incoterms® rule agreed in Buyer's Purchase Order.
7.3 Any retention of title by Seller is excluded unless expressly agreed in writing.

Article 8 – Warranty

8.1 Unless otherwise agreed in writing, Seller warrants that the Supply is new and unused.
8.2 The warranty period shall be at least twelve (12) months, unless otherwise offered by Seller and accepted by Buyer, or otherwise agreed between the parties.
8.3 In the event of a defect covered by warranty, Seller shall repair or replace the defective Supply at its own expense, including reasonable transport costs.
8.4 The warranty period for repaired or replaced parts shall be equal to the original warranty period, commencing upon completion of the repair or replacement.

8.5 If Seller fails to remedy a material defect within a reasonable final period notified by Buyer, Buyer may arrange reasonable substitute repair or replacement at Seller's expense, or terminate the affected part of the order.

Article 9 – Compliance, Safety and Environmental Requirements

9.1 Seller shall ensure that the Supply does not contain substances prohibited or restricted for its intended use under applicable REACH and RoHS requirements. Upon request, Seller shall provide available information concerning restricted substances in the Supply.
9.2 Packaging shall be suitable for the safe transport and handling of the Supply and shall, wherever reasonably practicable, be recyclable.
9.3 Seller shall strive to minimise packaging waste by reducing unnecessary packaging materials, using recyclable materials and avoiding excessive packaging volume and weight, while ensuring adequate protection of the Supply.

Article 10 – Product Liability and Insurance

10.1 Seller shall be responsible for damage caused by a defect in the Supply delivered by Seller, irrespective of whether Seller manufactured the Supply.
10.3 In the event of a claim relating to defective Supply, Buyer and Seller shall inform each other and reasonably cooperate in investigating and resolving the claim.
10.4 Seller shall maintain product liability insurance appropriate to the nature, destination and risk of the Supply, including US/Canada territorial and jurisdictional coverage where expressly specified in the purchase order. Buyer may request reasonable evidence of cover. Higher minimum limits, including USD 10,000,000 per occurrence, may be specified for higher-risk orders.

Article 11 – Intellectual Property

11.1 Seller warrants that the Supply, as designed or selected by Seller and used as agreed, does not infringe third-party intellectual property rights in the agreed countries of use or resale, to the extent Seller knew or reasonably should have known of such infringement.
11.2 Seller shall indemnify Buyer against substantiated third-party infringement claims attributable to Seller's design or materials, including reasonable defence costs. This does not apply to infringement caused by specifications or designs supplied by Buyer or unauthorised modifications.
11.3 Ownership of intellectual property developed specifically for Buyer shall be determined by the written purchase order or development agreement. Each party retains its pre-existing intellectual property.
11.4 Seller grants Buyer and its customers the non-exclusive rights reasonably necessary to use, resell, maintain and service embedded software supplied with the Supply, subject to disclosed third-party licence terms accepted in writing.

Article 12 – Confidentiality

Seller shall treat all information received from Buyer as confidential and use it solely for performance of the agreement.

Article 13 – Suspension and Termination

13.1 Buyer may suspend its obligations under the affected order in the event of a material breach by Seller.
13.2 Buyer may terminate an order if Seller fails to fulfil its material obligations and does not remedy the failure within a reasonable period after written notice.
13.3 If an order is terminated due to Seller's breach, Buyer may recover reasonable, documented additional costs directly resulting from that breach.

Article 14 – Force Majeure

14.1 Neither party shall be responsible for failure or delay caused by extraordinary circumstances beyond its reasonable control, such as natural disasters, war, governmental restrictions, or major events that could not have been prevented or overcome.
14.2 Supplier delays or failures, material shortages, labour shortages, price increases and financial difficulties shall not, by themselves, constitute force majeure. Such circumstances may only qualify where they are directly caused by an event described in Article 14.1 and could not reasonably have been avoided or overcome.
14.3 The affected party shall notify the other without undue delay, provide reasonable information and take reasonable measures to mitigate the impact.
14.4 In the event of force majeure, the parties shall consult within seven (7) days to assess its impact on the order. If delivery cannot be reasonably assured, Buyer may cancel the affected order without liability for damages arising from the cancellation. Any outstanding payment or refund obligations shall remain unaffected.

Article 15 – Liability

15.1 Seller shall be liable for personal injury and physical damage to property to the extent caused by defects in the goods supplied or errors in the performance of services, including repair, maintenance, engineering, installation and other services.
15.2 Liability for other losses and damages shall be determined in accordance with applicable law and the provisions of these Conditions.

Article 16 – Governing Law and Disputes

16.1 Dutch law and / or EU law applies exclusively.
16.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
16.3 Subject to Article 16.4, the District Court of The Hague, The Netherlands, shall have exclusive jurisdiction over disputes arising from or relating to an order.