

Article 1. Definitions

The terms and expressions below are defined as follows in these Terms and Conditions of Purchasing:

- *client*: NIJL Aircraft Docking 2.0 BV, established in Zwolle, user of these Terms and Conditions of Purchasing, hereinafter 'NAD';
- *supplier*: the other party of the client;
- *agreement*: the arrangements between the client and the supplier, set down in writing, regarding the supply of goods and/or services;
- *delivery*: placing one or more goods in the possession or under the control of the client, and if appropriate installation/assembly of these goods;
- *goods*: the material objects to be supplied;
- *services*: work to be performed
- *parties*: the client and the supplier.

Article 2. Applicability

- a. In the event of a conflict, exceptional agreed obligations will take precedence above these Terms and Conditions of Purchasing.
- b. These Terms and Conditions of Purchasing are applicable to all applications, offers and orders pertaining to delivery of goods and/or provision of services by the supplier to the client, in which context the General Terms and Conditions of the supplier are explicitly rejected.

Article 3. Modifications

- a. The client is at all times authorised to modify the quantity and/or quality of the goods to be delivered and/or services to be provided. Modifications must be agreed in writing.
- b. In the event that a modification has consequences for the agreed set price and/or the time of delivery in the opinion of the supplier, the supplier is obliged to notify the client in writing to this effect as quickly as possible, before implementing the modification, and no later than 8 working days after receiving notice of the requested modification. If these consequences for the price and/or time of delivery are unreasonable in the opinion of the client, the parties will consult with one another in this respect.

Article 4. Transfer of Obligations

- a. The supplier is only permitted to transfer an obligation under the agreement to a third party with the prior written

permission of the client. Such permission may be made subject to reasonable conditions.

- b. In cases of a transfer by the supplier to a third party of the obligations ensuing from the agreement, or part of the obligations, the supplier is required to notify the client which securities have been provided for the payment of turnover tax, wages tax and social security premiums which are legally stipulated for employers.

Article 5. Price and price adjustment

- a. The prices referred are exclusive of BTW (Dutch VAT) and cover all costs related to compliance with the obligations of the supplier.
- b. The prices are fixed, unless the agreement lists the circumstances which can result in price adjustments, and the manner in which the adjustment will take place.

Article 6. Invoicing and payment

- a. Payment of the invoice by the client, including BTW, will take place within 60 days of receipt of the invoice and approval of the goods and/or services, and installation/assembly thereof, as appropriate.
- b. The client is entitled to suspend payment if it encounters a shortcoming in the products delivered and/or services provided, and the installation/assembly thereof, if appropriate.
- c. The client will be entitled to deduct amounts from the amount of the invoice which the supplier owes to the client.
- d. Payment by the client in no way implies a waiver of rights.
- e. Partial invoicing is not permitted

Article 7. Moment of delivery

- a. The agreed time of delivery is of crucial importance. In the event of late delivery, the supplier will be in default without further notice of default.
- b. The supplier must notify the client immediately in writing of any possible impending delay to delivery. This does not affect any consequences of this delay pursuant to the agreement or statutory provisions.

Article 8. Delivery

- a. Delivery will take place at the agreed place and time, in accordance with the valid Incoterm DDP (Delivered Duty Paid).

- b. The client is entitled to postpone delivery. In such cases, the supplier will store, conserve, secure and insure the goods in a properly packaged condition, separated and recognisable.
- c. Each delivery shall make reference to the NIJL purchase order. Deliveries without the purchase order number will not be accepted.

Article 9. Failure

- a. In the event of an imputable breach of contract on the part of the supplier, the supplier will be in default without the requirement of further notice of default.
- b. Without prejudice to the right to compensation for loss and the other statutory rights arising from an imputable breach of contract, the client will be entitled to collect an immediately payable penalty of 0.5% per day, as of the date of default, with a maximum of 10% of the amount to be paid by the client in the context of the delivery.
- c. The statutory interest on amounts which the client has paid in advance will be set off against invoices to be paid during the period of breach of contract.
- d. In the event of a non-imputable breach of contract, the obligations of both parties will be suspended for a period to be agreed.
- e. The parties can only rely on non-imputable breaches of contract vis-à-vis one another if the party in question notifies the other party in writing of such a reliance as quickly as possible, and in any event within 5 working days of the commencement of the non-imputable breach of contract, with submission of the necessary evidentiary documents.
- f. If the supplier argues that one or more of its breaches of contract are not imputable to it and the client accepts this argument, the client will nevertheless be entitled to terminate the agreement. In such a situation, the parties will not charge one another for loss.

Article 10. Guarantee

- a. The supplier guarantees that the goods and/or services and any installation/assembly thereof comply with that which has been agreed.
- b. The supplier guarantees that the goods and/or services are wholly complete and ready for use. The supplier must ensure that all parts, auxiliary materials, accessories, tools, spare parts, instructions for use and instruction books

which are necessary for realisation of the objective indicated in writing by the client are included with the delivery, including if these are not stated explicitly.

- c. The supplier guarantees that that delivered complies with all relevant statutory provisions regarding, inter alia, quality, the environment, safety and health.
- d. If it becomes clear to the client that that which has been delivered does not comply wholly or partly with that which the supplier guaranteed in accordance with paragraphs a through c of this article, the supplier will be in default, unless the supplier can demonstrate that the breach of contract cannot be imputed to it.
- e. the condition as mentioned in paragraph a through d apply for a period of 24 months after the supplier has delivered to client or 18 months after commissioning by clients client.

Article 11. Intellectual and Industrial Property Rights

- a. The supplier guarantees the free and unrestricted use by the client of the goods delivered and/or services provided. The supplier indemnifies the commissioning party against the financial consequences of claims by third parties in the context of infringement of their intellectual and industrial property rights.
- b. The supplier is entitled to use the information provided by the client, but only in the context of the agreement. This information is and will remain the property of the client.

Article 12. Documentation

- a. The supplier is required to make accompanying documentation available to the client prior to or at the same time as the delivery, in the language requested by the client in its purchase order.
- b. The client is free to use this documentation, including its reproduction for the client's own use or for use in its manuals.

Article 13. Liability

- a. The supplier will be liable for all the loss or damage which may occur in the context of the realisation of the obligations arising from the agreement.
- b. The supplier indemnifies the client against all financial consequences of claims by third parties related in any context to the realisation of its obligations arising from the agreement.
- c. The client is entitled to request that the supplier take out insurance to cover the

risks. The Supplier is obliged to present the policy in question to the client for inspection at the client's first request.

Article 14. Transfer of title and risk

- a. Title to the goods transfers to the client after the goods have been delivered and, if necessary, assembled or installed.
- b. In the event that the client makes materials, such as raw materials, auxiliary materials, tools, drawings, specifications and software, available to the supplier in the context of compliance with the obligations of the supplier, these items will remain the property of the client. The supplier must store these separately from objects which belong to itself or to third parties. The supplier must mark them as the property of the client.
- c. At the moment the materials, such as raw materials, auxiliary materials and software, of the client are incorporated into goods of the supplier, these will be deemed a new good, title to which belongs to the client. This is applicable without prejudice to article 14d.
- d. The risk relating to goods transfers to the client at the moment that delivery and subsequent approval of the goods has taken place in accordance with article 16 of these Terms and Conditions of Purchasing.

Article 15. Confidentiality and prohibition of disclosure

- a. The supplier must maintain confidentiality regarding the existence, nature and content of the agreement and other business information, and not disclose anything in this respect without the written permission of the client.
- b. In the event of infringement of that stated in the previous paragraph, the client will impose an immediately payable penalty on the supplier of €10,000 for each infringement and €1000 per day that the infringement continues. The amount of the penalty will be paid immediately by the supplier after determination and communication thereof to the supplier.

Article 16. Inspection

- a. The client is entitled at all times to inspect, or have third parties inspect goods and/or services at all times, both during production, processing and storage and after delivery.
- b. The supplier must grant access to the client or the client's representative to the location of production, processing or storage, immediately on request. The supplier must grant its cooperation in the inspection at no charge.

- c. If an inspection as referred to in this article cannot take place at the intended time as a result of the actions of the supplier, or if an inspection must be repeated, the costs arising from this for the client will be borne by the supplier.
- d. In the event of rejection of the delivered goods and/or provided services, the supplier must ensure remedying or replacement of the delivered goods and/or provided services within 5 working days. If the supplier does not comply with this obligation within the period set in this article, the client will be entitled to purchase the necessary goods and/or services from a third party, or take measures or instruct a third party to take measures, at the expense and risk of the supplier.
- e. If the supplier does not retrieve the rejected delivered goods within 5 days, the client will be entitled to return the goods to the supplier at the supplier's expense.

Article 17. Packaging

- a. The client will at all times be entitled to return all packaging material to the supplier at the expense of the supplier.
- b. Processing or destruction of all packaging materials is the responsibility of the supplier. If packaging materials are processed or destroyed at the request of the supplier, this will take place at the expense and risk of the supplier.

Article 18. Termination

- a. In the event of a breach of contract by the supplier in the performance of its obligations under the agreement or under other agreements arising from it, and in the event, inter alia, of the supplier's bankruptcy, moratorium and in the event of a cessation of business, withdrawal of any permits, attachment of part or all of the supplier's business properties or goods intended for the performance of the agreement, liquidation or takeover or any comparable situation at the business of the supplier, the supplier will be in default ipso jure.
- b. Without prejudice to all other rights, the client can wholly or partly terminate the agreement if any advantage is offered or provided by the supplier or by one of the supplier's subordinates or representatives to a person who is part of the business of the client or is one of the client's subordinates or representatives.
- c. In the cases referred to above, the client will be entitled to wholly or partly terminate the agreement unilaterally without notice of default and without judicial intervention.

- d. Termination takes place by means of registered letter for bailiff's notice to the supplier.

Article 19. Order, safety and the environment

The supplier and its employees, and any third parties engaged by the supplier, are required to comply with statutory safety, health and environmental regulations. Any business rules and regulations of the client in the areas of safety, health and the environment must also be complied with.

Article 20. Disputes

- a. Disputes between the parties, including disputes which are only considered disputes by one of the parties, must be resolved as much as possible in good consultation.
- b. If the parties do not reach a resolution, the disputes will be settled by the competent court in the district in which the company of the client is established.

Article 21. Applicable law

The agreement of which these Terms and Conditions of Purchasing form a part is subject to the laws of the Netherlands, to the exclusion of all other countries' laws. Laws of other countries and conventions such as the Vienna Sales Convention, are excluded.

Additional terms and conditions relating to orders and acceptance of work for the client

Article 22. Supplementary definitions

The terms used below are defined as follows in the supplementary Terms and Conditions of Purchasing:

- *materials*: goods as listed in article 14b which are processed in the material objects to be created, or which are used in the realisation of the work, with the exception of the equipment to be used;
- *equipment*: all vehicles, equipment pieces, cranes, scaffolding and parts thereof, consumables etc., which the supplier uses in the performance of the agreement, but excluding the goods which must be processed in the material objects to be created.

Article 23. Applicability

- a. The supplementary terms and conditions are applicable to all applications, offers and agreements pertaining to the performance of orders and/or the acceptance of work by the supplier.
- b. In addition to these supplementary terms and conditions, the Terms and

Conditions of Purchasing of NIJL Aircraft Docking 2.0 BV are applicable to the applications, offers and agreements referred to above, unless these are deviated from explicitly in the supplementary terms and conditions or otherwise, or in the context of the nature of the articles.

- c. For the application of these terms and conditions, the term personnel of the supplier must also be deemed to mean third parties involved by the supplier in the performance of the agreement(s).

Article 24. Personnel, equipment and materials

- a. Personnel engaged by the supplier in the performance of the agreement must comply with the exceptional requirements set by the client, and if these are not in place, with the general requirements of professionalism and expertise.
- b. In the event that there are insufficiently qualified personnel in the opinion of the client, the client will be authorised to order the removal of this personnel and the supply will be required to ensure immediate replacement, with due observance of the provision in paragraph a. of this article.
- c. The client will be authorised to inspect and approve or reject all materials and equipment used by the supplier in the performance of the agreement and to ensure identification of personnel involved by the supplier in the performance of the agreement.

Article 25. Site and buildings of the client

- a. Before commencing performance of the agreement, the supplier must familiarise itself with the circumstances at the site and in the buildings of the client in which the work must be carried out.
- b. The costs of any delay to the performance of the agreement caused by circumstances referred to above will be at the expense and risk of the supplier.

Article 26. Work on the site/in the buildings of the client

- a. The supplier must ensure that the presence of the supplier and its personnel on the site and in the buildings of the client do not form any hindrance for the uninterrupted progress of the work of the client and third parties.
- b. Before commencing performance of the agreement, the supplier and its personnel must familiarise themselves with the content of the regulations and rules applicable on the site and in the buildings of the client, including in the

context of safety, health and the environment, and must behave accordingly.

- c. A copy of said terms and conditions and rules will be made available to the supplier by the client on request.

Article 27. Payment

- a. The client will only receive the payment once the work has been completed and/or the order performed by the supplier to the satisfaction of the client, and after the supplier has demonstrated, immediately at the request of the client, that the supplier has paid to the personnel and employees deployed in the work the amounts to which they are entitled.
- b. At all times, the client will be entitled to pay the social premiums, VAT and wages tax, including Social Security premiums, owed by the supplier and for which the client could be held jointly and severally liable as self-employed contractor pursuant to the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act by depositing said amounts into the frozen account of the supplier within the meaning of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act.
- c. Without prejudice to that stipulated in the previous paragraph, the client will at all times be authorised to withhold the amounts referred to in the previous paragraph of social insurance premiums, VAT and wages tax including social security premiums from the contracting amount and to pay them directly, on behalf of the supplier, to the industrial insurance board or to the tax collector, respectively.
- d. In the cases referred to in paragraphs b and c of this article, the client will be discharged vis-à-vis the supplier by such payment, inasmuch as this pertains to these amounts.

Article 28. Obligations of the supplier

- a. The supplier is responsible for independently and under its own responsibility ensuring a good result of the work, with due observance of the applicable regulations relating to safety and the environment, among other things.
- b. The work and/or the order must be realised properly and soundly, and in accordance with the provisions of the agreement.
- c. The authorised parties of the supplier must be available at the work site during the working hours, in principle, and in the

event of their absence, replacement and accessibility must be arranged in consultation with the client.

- d. The supplier must have a valid proof of registration with the industrial insurance board with which it is registered and have a permit to establish a business, inasmuch as this is required. The supplier must show these documents to the supplier on request.
- e. The supplier must provide a list of these to the client on request, which list states the surnames, first names, addresses, dates and places of birth, BSN numbers and terms and conditions of employment of all personnel deployed in the work by the supplier from week to week.
- f. The supplier must provide to the client for inspection, on request, the wage slips or timesheets of all personnel deployed in the work by the supplier, in accordance with a model drawn up by the client.
- g. The supplier must strictly comply with all its obligations vis-à-vis the personnel deployed in the work by the supplier.
- h. The supplier must provide the client, each time on request, with copies of the statements on its payment conduct from the industrial insurance board and the collector of direct taxes.
- i. The supplier must indemnify the client against third-party liability due to non-compliance by the supplier with its obligations under the agreement or in law.
- j. The supplier must perform the agreement independently according to the latest state-of-the-art, and is also responsible for this.
- k. The supplier must remove waste and packaging material in accordance with its obligations.

These Terms and Conditions of Purchasing are deposited with the Chamber of Commerce in Zwolle under no. 67873146.