

**GENERAL PURCHASE CONDITIONS OF STRUIK & HAMERSLAG  
AND ITS AFFILIATED COMPANIES FOR THE PURCHASE OF  
GOODS, SERVICES AND THE EXECUTION OF WORK****Article 1 Definitions**

In these General Purchase Conditions (hereinafter referred to as: the “**General Purchase Conditions**”), the terms written with a capital letter below have the meanings given:

<b>Services</b>	Any form of service provided or to be provided by the Supplier for the benefit of the Buyer by virtue of an Order. Services are considered to include, among other things, installation work, technical support and/or testing, inspections, advice, repairs, revisions, design and/or maintenance work and/or the supply of personnel.
<b>Goods</b>	All movable items delivered or to be delivered to the Buyer by the Supplier by virtue of an Order, including, among other things, base materials, materials, tools, hardware and software.
<b>Buyer</b>	Struik & Hamerslag B.V. and its affiliated companies.
<b>Supplier</b>	The legal entity, company or natural person with whom the Buyer enters into an agreement for the delivery of Goods, Services and/or other works.
<b>Order</b>	The agreement (to be) entered into between the Buyer and the Supplier for the delivery/provision of Goods and/or Services and/or the execution of (other) work.

**Article 2 Applicability**

1. These General Purchase Conditions apply to all requests from the Buyer for the issue of a quotation or the issue of an offer, as well as to each Order.
2. Deviations from these General Purchase Conditions are only permitted if so agreed in writing between the Buyer and the Supplier.
3. If any provision of these General Purchase Conditions contradicts any provision of the Order, then the provision from the Order shall prevail.
4. In the event of a contradiction between the Dutch text of these General Purchase Conditions and any translation thereof, the Dutch text shall prevail.

**Article 3 Changes**

1. The Buyer has the right to request from the Supplier that changes be made in relation to the (scope of the) Order. The Supplier shall grant such requests if reasonably possible.
2. If, in the opinion of the Supplier, a change requested by the Buyer has consequences for the agreed price and/or delivery date, then the Supplier shall notify the Buyer of this in writing within five (5) working days following the date of notice of the requested change. The Buyer shall be obliged to notify the Supplier within ten (10) working days of his decision to cancel the change or accept the Supplier's proposal.
3. In the event that the Buyer and the Supplier reach agreement on a change referred to in Articles 3.1 and 3.2, that agreement shall be confirmed in writing, upon which an agreement shall have been formed for additional and/or less work.

4. The Supplier accepts that delays and/or changes in the planning may be a necessary consequence of the circumstances surrounding the work to be executed. Such flexibility is required in view of the construction processes of the customers of the Buyer. The Supplier acknowledges that such flexibility regarding the delivery of Goods and/or the provision of Services and/or the execution of other work, forms a part of his obligations under the Order, and the Supplier acknowledges that he shall not be entitled to any increase of the agreed price, adjustment of the delivery date and/or any other amendment of the provisions of the Order. The Supplier shall, at his own expense, take the necessary measures to prevent delay from occurring in the planning, such as, but not restricted to, overtime, night shifts and/or weekend shifts.

**Article 4 Quality and specification**

1. The Supplier is considered to have fully acquainted himself with the nature of the Goods and/or Services to be delivered/provided, as well as with all works involved in the execution of the Order.
2. The interiors, projects and other works on the part of the Buyer shall be of excellent quality. The Buyer expects the Supplier to deliver the same excellent quality with regard to Goods and/or Services that are delivered/provided by the Supplier.
3. With due regard for what is specified in the Order and the corresponding technical specifications, the Goods and/or Services delivered/provided by the Supplier shall:
  - a. be in full compliance with what is specified in the Order, the corresponding specifications and the requirements as applied within the Western European yacht-building industry for such Goods and/or Services;
  - b. be crafted from new materials and be of outstanding quality, in which all work must be executed by highly qualified personnel;
  - c. in all respects correspond with the samples or models that have been made available or provided by the Buyer;
  - d. deliver performance (capacity, efficiency, speed, finishing, etc.) as specified in the Order.
4. The Supplier guarantees that the design, the composition and the quality of the Goods to be delivered under the Order shall in all respects be in full compliance with the laws and regulations as applicable when the Order is concluded.
5. The Goods to be delivered by the Supplier shall be free of silicone (products), and no silicone (products) whatsoever shall be used in the provision of Services and/or other works by the Supplier. If the Supplier foresees that the use of silicone (products) cannot be avoided, he shall be obliged to notify the Buyer of this, in which case the use of silicone (products) shall only be permitted subject to prior written approval from the Buyer.

**Article 5 Inspection and testing**

1. During production, processing and storage, the Buyer shall have the right to inspect the Goods or to have them inspected on his behalf by a party designated by him.
2. The Supplier shall, at the first request of the Buyer, at all times grant access or have access granted to the production, processing and storage facilities of the Supplier and/or his sub-contractor(s).
3. For the shipment of Goods, if this is customary practice for such Goods, the Supplier shall carefully inspect and test whether or not they comply with what has been agreed in the Order. If so desired by the Buyer, the Supplier shall notify the Buyer in a timely manner of the time and location of testing in order to enable the Buyer to be present. The Supplier shall, at the request of the Buyer, provide a certified copy of his inspection and test reports.

4. If it is not possible to have an inspection conducted due to actions or omissions on the part of the Supplier, or if an inspection has to be repeated, all costs incurred by the Buyer as a result of such actions or omissions shall be at the expense the Supplier.
5. If the Supplier, during such inspections or tests as referred to in the preceding paragraphs, concludes that the Goods to be delivered do not or will not conform with the descriptions specified in the Order, and/or that a defect has occurred, the Buyer shall be entitled to reject the Goods and the Supplier be obliged to take all measures necessary to as yet ensure compliance with the technical specifications stated in the Order.
6. If, as a result of an inspection or test, the Buyer has good reason to believe that the Supplier will fail to comply with his obligations, the Supplier, even if he states that he is prepared to as yet comply with those obligations, shall be obliged immediately provide adequate security in any such form as desired by the Buyer.
7. All employees of the Supplier and/or his subcontractors and/or suppliers shall be obliged, at the request of the Buyer and/or his customer, to identify themselves when they wish to access the premises of the Buyer or his customer.

#### **Article 6 Delivery & packaging of the Goods**

1. The delivery of Goods and/or the provision of Services in compliance with the Order must take place at the location, on the date and at the time specified in the Order, failing which the location and date/time shall be determined by the Buyer following prior consultations with the Supplier.
2. The delivery of Goods shall take place in accordance with the 'DDP' (Delivery Duty Paid - Incoterms® 2020) terms of delivery and at the location agreed on in the Order.
3. The Supplier may only make partial deliveries of the Goods and/or Services if so agreed with the Buyer in writing and if this does not lead to an increase in costs on the part of the Buyer. The Buyer has the right, at the risk and expense of the Supplier, to return partial deliveries that were not agreed on. Early deliveries within the meaning this Article shall never lead to an adjustment of the originally agreed term of payment or guarantee period.
4. As soon as the Supplier becomes aware or expects that the Goods will not be delivered or will not be able to be delivered in a timely manner, he shall immediately notify the Buyer of this. The Supplier shall do everything within his power to prevent delay or to keep delay to an absolute minimum.
5. The delivery dates for the delivery of Goods and/or the provision of Services agreed on in the Order, are final. If a delivery date is exceeded, the Supplier shall immediately be considered to be in default without any written notice of default being required.
6. If the Supplier exceeds the delivery date specified in the Order or the delivery date specified by the Buyer under Article 6, Paragraph 1, of these General Purchase Conditions, he shall, without any notice of default being required, incur a penalty immediately payable to the Buyer to the amount of 1% of the purchase price for each week of delay (in which any part of the week shall count as an entire week), with a maximum of 10% of the agreed purchase price, and notwithstanding the right of the Buyer to then suspend his payment obligations towards the Supplier. In the event that the penalty rises to the maximum, the Buyer shall be entitled to cancel the Order, without being held to payment of compensation of any kind. The aforesaid penalty does not replace compensation for damage and/or compliance, in addition to which the Buyer may demand compliance and compensation, institute any other action and perform any other (legal)action to which he is entitled under the Order and/or the law.
7. In case of the cancellation of the Order as referred to in the preceding Paragraph, the Buyer shall be entitled, at the risk and

expense of the Supplier, to return to the Supplier all Goods already delivered under the same Order. Any payment already made to the Supplier by the Buyer for such Goods shall immediately be reimbursed by the Supplier upon receipt of the Goods in question.

8. The Supplier shall package and preserve all Goods to be delivered by him in such a manner as to ensure that they can be transported safely and without damage, and that they can be stored safely without sustaining damage for a minimum period of 1 year.
9. The Supplier shall be liable towards the Buyer for all damage caused due to inadequate packaging and/or the inadequate preservation of the Goods, as well as for all damage to, and each disappearance or loss of, the Goods due to theft or otherwise incurred during storage, regardless of the location where the Goods are stored.

#### **Article 7 Storage**

1. If, for whatever reason, the Buyer is not able to take receipt of the Goods at the agreed time of delivery, and the Goods have been prepared for shipment, the Supplier shall, at the request of the Buyer, and if possible in view of his storage facilities, hold the Goods in his custody, secure them and take all reasonable measures necessary to prevent the deterioration of their quality until they are delivered to the Buyer. Even during the storage referred to in this Paragraph, the Goods shall be held at the risk and expense of the Supplier until they are delivered to the Buyer.
2. The Buyer is obliged to pay the Supplier storage costs in accordance with the customary rates of the Supplier and, failing such rates, such rates as customarily applied within the industry, as from the moment when the Goods were prepared for shipment or, of this is a later date, as from the delivery date agreed on in the Order.

#### **Article 8 Transfer of ownership and risk**

1. Notwithstanding the provisions of the second Paragraph of this Article, the ownership of the Goods is transferred to the Buyer as at the moment when the risk is transferred to the Buyer pursuant to the agreed Incoterm®. If the Buyer effects payment prior to the delivery of the Goods, the ownership is transferred to the Buyer as at the moment of payment.
2. If the Buyer makes goods available to the Supplier in fulfilment of its obligations under the Order, the ownership of these goods shall remain with the Buyer and the Supplier shall be obliged to clearly mark these goods as the property of the Buyer and to keep these goods in the Buyer's custody.
3. If the Buyer makes goods available to the Supplier as referred to in the second Paragraph of this Article, the risk attached to those goods is transferred to the Supplier upon delivery of those goods by the Buyer to the Supplier.

#### **Article 9 Assembly**

1. If, pursuant to the Order, the Goods need to be assembled by the Supplier at such a location or locations as designated by the Buyer, the Supplier shall, at his own risk and expense, make adequate professional personnel available at the time of delivery. The Buyer shall, in so far as may be reasonably required from him, provide or arrange for the provision of adequate facilities for such personnel. Any damage to and/or loss of the Goods or other property of the Buyer incurred during assembly shall be at the risk and expense of the Supplier.
2. Following assembly, an inspection and/or test shall be conducted in the presence of the Buyer and the Supplier (or their representatives). The Supplier shall continue to provide

professional personnel until the inspection and/or test has/have been completed to the satisfaction of both parties.

#### Article 10 Guarantee

1. The Supplier guarantees:
  - a. that the Goods to be delivered shall be new and of immaculate quality, free of defects and free of hazardous materials prohibited by law, and that if work is executed, that work shall be executed by professional, qualified personnel and with new, top-quality materials;
  - b. that the Goods and works shall be in full compliance with what has been agreed in the Order and in the technical specifications;
  - c. that the Goods shall be suitable for their intended purpose under the Order;
  - d. that all Goods shall comply with the applicable laws and regulations, and that all relevant and possibly required permits, statements of consent and/or licences shall be obtained;
2. The Goods must be free of defects and faults during a period twelve (12) months as from the date of delivery by the Buyer to his customer unless a longer period has been agreed in the Order.
3. If the Buyer ascertains that the Goods do not fully or only partially comply with what has been agreed in the Order and these General Purchase Conditions, the Buyer shall immediately notify the Supplier of this, and the Supplier shall immediately, and at the discretion of the Buyer, repair or replace the Goods in question. The corresponding costs shall entirely be at the expense of the Supplier, even if the Buyer wishes the repair and/or replacement to be performed outside the Netherlands.
4. If the Supplier has not remedied the defect or fault within the term specified by the Buyer, the Buyer shall have the right, at the expense of the Supplier, to perform the repair and/or replacement himself or have the repair and/or replacement performed by a third party.
5. Upon completion of the repair or replacement, a new guarantee period of 6 months shall be effected for the repaired and/or replaced Goods and/or Services.
6. During the guarantee period, the Supplier shall be liable for damage to and damage caused by the Goods, unless that damage is attributable to the Buyer on account of a faulty design or improper use and/or operation attributable to the Buyer.

#### Article 11 Liability, indemnification and insurance

1. The Supplier is liable towards the Buyer for all damage incurred by the Buyer due to any failure on the part of the Supplier to comply with his obligations under the Order, as well as for all damage ensuing from an unlawful act on the part of the Supplier or one or more of the parties for whom the Supplier is responsible, including his personnel and his subcontractors and their personnel. This liability includes, among other things, damage ensuing from delayed delivery, loss of profit and damage relating to product liability, as well as other direct and indirect damage/losses incurred by the Buyer.
2. If the Supplier fails to comply with any of his obligations under the Order, he shall be in default without prior notice of default being required.
3. Save for in case of intent or wilful recklessness on the part of the Buyer, the Supplier indemnifies the Buyer against all costs (including legal costs), expenses, third-party claims, damage and losses incurred by the Buyer or charged to the Buyer and ensuing from, or connected to, non-compliance on the part of the Supplier with his obligations under the Order, or ensuing from actions or

inaction on the part of the Supplier, his employees and/or subcontractors and suppliers.

4. Save for in case of intent or wilful recklessness, neither of the parties shall be liable towards the other for damage and/or losses ensuing from death or bodily harm inflicted between their subcontractors, their suppliers and/or their auxiliary personnel and their employees in connection with the Order ("knock-for-knock"). The parties indemnify each other against, and hold each other harmless for, all claims from their personnel, their sub-contractors, suppliers and/or their auxiliary personnel and their personnel ensuing from death or bodily harm in connection with the Order.
5. In the event that the Buyer fails to fulfil his obligations towards the Supplier under the Order, the Buyer shall only be in default after receiving a written notice of default and thirty (30) days have passed during which the Buyer has not remedied the act(s) of non-compliance in question. Unless stipulated otherwise in the Order, the Buyer shall, if in default of payment of the amounts he owes to the Supplier, be obliged to also pay the statutory interest referred to in Article 6:119 of the Dutch Civil Code for the period of time during which he remains in default.
6. Save for in case of intent or wilful recklessness on the part of the Buyer, the Buyer shall not be held liable towards the Supplier, his sub-contractors, suppliers and other auxiliary personnel for damage they incur as a result of actions and/or inaction on the part of the Buyer, his employees, auxiliary personnel and/or any other third party, regardless of whether or not the claim is based on an (attributable) shortcoming on the part of the Buyer in the fulfilment of his obligations under the Order, on an unlawful act or on any other ground.
7. Notwithstanding the aforesaid obligations, the Supplier shall, at his own expense, be obliged to take out a liability insurance covering contractual and non-contractual liability to an amount of no less than € 1,000,000.- per occurrence per year, under conditions deemed acceptable by the Buyer. If so requested by the Buyer, the Supplier shall provide a copy of the insurance policy in question.

#### Article 12 Price and payment

1. The agreed price is fixed, unless agreed otherwise in writing. The price is in Euros, excluding VAT, and includes, unless agreed otherwise in writing, the price of the Goods, the packaging costs, transport and, if applicable, the costs of assembly and instruction.
2. Invoices sent to the Buyer by the Supplier must at least contain the following details:
  - a. Order number and invoice number;
  - b. Name, address, VAT identification number, Chamber of Commerce number and bank account number of the Supplier;
  - c. Name and address of the Buyer;
  - d. Invoice date and the date on which Goods and/or Services were delivered/provided;
  - e. Quantity and type of Goods and/or Services;
  - f. Price per item or unit, excluding VAT;
  - g. Possible discounts if these are not included in the price;
  - h. VAT rate and the amount of VAT; and
  - i. Total amount

Invoices which do not fully comply with the aforesaid requirements shall not be processed.

3. The payment of invoices which are approved by the Buyer shall be effected within 30 days of the invoice date. The Buyer shall not be under any obligation to transfer the outstanding invoice amounts to any bank account if that bank account is not in the name of the Supplier.

4. The payment of an invoice by the Buyer does not constitute an acknowledgement that the Goods and/or Services have been accepted and/or that they comply with the Order.
5. The Buyer is entitled to deduct any amounts owed to him by the Supplier, under whatever Order, from the amounts he owes to the Supplier.

#### **Article 13 Intellectual property rights**

1. All models, sheets, films, drawings, photographs, stamps, other image, sound and data carriers and other auxiliaries made available to the Supplier by the Buyer, or manufactured or purchased by the Supplier at the instruction and expense of the Buyer, remain the property or shall become the property of the Buyer. In so far as such rights exist, all intellectual property rights in, or attached to, the aforesaid models, sheets, films, drawings, photographs, stamps, other image, sound and data carriers and other auxiliaries, are vested in the Buyer. The Supplier shall at the first request of the Buyer be obliged to make such auxiliaries available to the Buyer in good condition.
2. The Supplier shall maintain such auxiliaries in good condition and insure them and keep them insured against fire and theft for as long as the Supplier holds them in his custody.
3. If the Supplier does not or does not entirely hand over/return the auxiliaries, or if he hands them over/returns them damaged, whether on the agreed delivery date or at the time referred to in Paragraph 1, then the Supplier shall be obliged to compensate the Buyer for damage or loss. The Buyer is entitled to suspend amounts owed under the Order and to deduct the amount of compensation from the purchase price owed by him.
4. The Supplier is not permitted to use the auxiliaries referred to in Paragraph 1 of this Article for any purpose other than the completion of the Goods for delivery to the Buyer. The Supplier is also not permitted to put these auxiliaries at the disposal of third parties.
5. The Supplier indemnifies the Buyer against third-party claims and demands for compensation on account of an alleged infringement of their intellectual property rights in the manufacture, repair or use of the delivered Goods. The Supplier shall compensate the Buyer for all costs, losses and interest payments ensuing from (alleged) infringements, including the costs of legal proceedings and legal assistance.
6. If the parties have agreed in writing that the intellectual property rights in specific Goods, Services and/or (other) work, including, among other things, drawings, models, equipment, technical specifications and/or other drafted documents remain vested in the Supplier, then the Supplier hereby grants the Buyer perpetual, exclusive, royalty-free and transferable licence to invoke the aforesaid intellectual property rights attached to aforesaid Goods, Services and/or (other) drawings, models, equipment, technical specifications and/or other drafted documents.

#### **Article 14 Cancellation and suspension**

1. The Buyer shall be entitled to suspend his obligations under the Order and/or to immediately cancel the Order, without prior notice of default being required, without being under any obligation to pay compensation for damage and notwithstanding the rights of the Buyer under the Order and under the law, if:
  - a. the Supplier is put into liquidation, granted suspension of payments, reaches settlement(s) with or for the benefit of his creditors, or if his business is dissolved or wound up, or if he transfers a substantial share of his rights.
  - b. the Supplier fails to comply with any provision of the Order or these General Purchase Conditions.
  - c. the Supplier or his executive staff is/are sentenced on account of a felony; or

- d. the Supplier or his executive staff or employees at any moment commit an act of fraud or practise deceit or act in a manner which the Buyer deems harmful to the reputation and/or the interests of the Buyer and/or his customers.
2. If a situation occurs as referred to in the first Paragraph of this Article, then the Buyer shall be entitled to demand adequate security from the Supplier to ensure compliance with his obligations under the Order. If the Supplier refuses or is incapable of providing such security, then the Buyer shall have the right to suspend his obligations under the Order.
3. All present and future claims of the Buyer on the Supplier shall fall immediately due and payable in the event that a situation occurs as referred to in Paragraphs 1 and 2 of this Article.
4. Upon cancellation of the Order, the Supplier shall be obliged:
  - a. to immediately provide the Buyer with all goods and items that are the property of the Buyer but are being held in the custody of, or are controlled by, the Supplier.
  - b. to deliver all completed Goods and/or Services as at the moment of cancellation; and
  - c. to return to the Buyer and/or destroy all confidential information as referred to in Article 15 of these General Purchase Conditions, and to notify the Buyer accordingly.

#### **Article 15 Confidentiality**

1. The Supplier is bound by a duty of confidentiality towards third parties in respect of: (a) all data, information, matters and rights as referred to in Article 13, and (b) all other data, information, matters and rights relating to the Order as provided by the Buyer or otherwise revealed to the Supplier, and to only use these in connection with the Order. Without prior written permission from the Buyer, the Supplier shall refrain from making any copy thereof, or from in any way or for whatever reason making any detail thereof publicly available. The Supplier is obliged to also impose this duty of confidentiality on each of his employees, sub-contractors, suppliers and other third parties and their employees. This duty of confidentiality remains in full force even after cancellation of the Order, regardless of the reason for cancellation.
2. It is strictly prohibited to take photographs and/or obtain other imagery for the purpose of public relations. Any distribution, display, sharing or other disclosure of photographs and/or other imagery is subject to prior written permission from the Buyer.
3. The Supplier is fully, and without limits or restrictions, liable towards the Buyer for any act of non-compliance with these obligations on the part of the aforesaid parties and their employees.
4. If an obligation regarding confidentiality, as described in this Article 15, is not be complied with, then the Supplier shall, without notice of default being required, incur a penalty immediately due and payable to the Buyer to the amount of € 25,000.- for each act of non-compliance, plus € 1,000.- for each day that the act of non-compliance continues, notwithstanding the right of the Buyer to demand full compensation for the damage/loss in question, all to the extent that the amount in damage or loss exceeds that of the penalties owed.

#### **Article 16 Chain liability act ("Wet Keten Aansprakelijkheid")**

1. The Supplier is obliged to comply, and to continue to comply, with all of his obligations under Dutch law and regulations, including (but not restricted to) the timely and full payment of wages owed to his employees and the timely and full payment of payroll tax and social security contributions. The Supplier possesses and shall - in so far as applicable - continue to possess all required (work)permits for employees and possible temporary workers.

2. The Supplier is obliged to also impose the obligations referred to in paragraph 1 of this article 16 on third parties with whom he enters into an agreement for the execution of work relating to the delivery of the Goods and/or the provision of Services.
3. In so far as permitted by law, the Supplier indemnifies the Buyer against all costs, losses and third-party claims filed against the Buyer in relation to (non-compliance with) any obligation imposed on the Supplier under this Article 16.

#### **Article 17 Applicable law and jurisdiction**

1. The Order is subject to Dutch law. Any applicability of the Vienna Sales Convention (the United Nations Convention on Contracts for the International Sale of Goods) is explicitly excluded.
2. All disputes ensuing from or relating to the Order shall be settled exclusively by arbitration in accordance with the most recent Rules of Arbitration of the Netherlands Arbitration Institute (NAI). Unless agreed otherwise between the parties, the arbitration Court shall be comprised of three arbitrators. The place of arbitration shall be Rotterdam, the Netherlands. The proceedings shall be conducted in the Dutch language or, if the Supplier is based outside the Netherlands, in the English language.