

# GENERAL PURCHASE CONDITIONS

## SILAS EXPORT BV

### ARTICLE 1. | DEFINITIONS

1.1 **Silas Export B.V.:** the user of these general purchase conditions, Silas Export B.V. seated in Amsterdam, the Netherlands and registered at the Dutch Chamber of Commerce with number: 60947500.

1.2 **Supplier:** the counterparty of Silas Export B.V. which acts in the context of this Agreement as supplier of the goods.

1.3 **Agreement:** any agreement between Silas Export B.V. and the Supplier in which Supplier commits himself to the delivery of goods.

1.4 **Framework Agreement:** an agreement between Silas Export B.V. and Supplier for the regular delivery of goods based on simple standard orders.

1.5 **Written:** both traditional written communication as well as communication by e-mail.

### ARTICLE 2. | GENERAL PROVISIONS

2.1 These general purchase conditions apply to any offer or Agreement between Silas Export B.V. and Supplier. Once Silas Export B.V. and Supplier have earlier concluded an Agreement to which these general purchase conditions have applied, these general purchase conditions will also become applicable to any other Agreement thereafter concluded between both parties.

2.2 The provisions of these General Purchase Conditions can only be waived in writing.

2.3 The applicability of any other (general) terms and conditions of Supplier is explicitly denied, unless it is expressly agreed between parties that these have become fully or partially part of the Agreement. In case of conflict between Supplier's conditions and these general purchase conditions, these general purchase conditions will always prevail over Supplier's conditions. Agreed deviations from these general purchase conditions apply solely to the Agreement for which they have been agreed; Supplier can not invoke deviations which have been part of an earlier Agreement.

If it is expressly agreed that Supplier's terms and conditions will prevail in case of conflict with these conditions of purchase, the provisions of these purchase. establishing these deviations are agreed; the Supplier can not invoke deviations

2.4 The annulment or invalidity of one or more of the provisions in these general purchase conditions shall not affect the validity of the remaining provisions. In such an event parties are entitled to act in concert in order to

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make alternative arrangements regarding the affected clause. In such case the purpose and intent of the original provision will be observed as much as possible.

### ARTICLE 3. | CONCLUSION OF THE AGREEMENT

3.1 The Agreement is concluded at the time the order confirmation of Silas Export B.V. is accepted by the Supplier. If the supply of goods is based on a Framework Agreement, the Agreement is concluded at the time the order placed by Silas Export B.V. is accepted by Supplier.

### ARTICLE 4. | DELIVERY

4.1 Delivery of the goods will only take place at the agreed location.

4.2 Unless otherwise agreed, the mode of transport and packaging of the goods is determined by Silas Export B.V.

4.3 Unless expressly agreed that the transport takes place under the responsibility of Silas Export B.V., goods will travel for the account and risk of the Supplier. Supplier shall be free from the risk of loss and damage, once the goods have been actually placed at the disposal of the designated third party at their place of destination.

4.4 Whenever the goods are not delivered on time Silas Export B.V. is entitled to terminate the Agreement in whole or in part and to claim damages, unless the nature of Supplier's failure to comply does not justify such action. Should an event as mentioned in this article occur, then Silas Export B.V. shall be entitled at all times to suspend any payments to the Supplier for any previously delivered goods until the Supplier's failure to comply with the Agreement has been fully restored.

4.5 At the time of delivery and during a subsequent reasonable period, the goods must comply with the agreed quality. The goods must be free of disease, decay, damage and visible or invisible defects. The goods under this Agreement must have the characteristics which may be reasonably expected from these goods according to the regular industry standards.

4.6 Buyer shall at all times have the right to visit or to test the goods before delivery.

4.7 If the final customer can prove through inspection by a local approved body that the goods delivered fail to comply with the Agreement, then Silas Export B.V., without prejudice to Article 6, will be entitled to full compensation. Silas Export B.V. will at all times be entitled to offset these damages by any outstanding payments to the Supplier, provided that the damage is demonstrated and can be attributed to the Supplier.

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4.8 Notwithstanding the preceding article, in the event that the goods do not comply with the Agreement, Silas Export B.V. is entitled to demand replacement. Rejected or denied goods will be kept available to the Supplier. Silas Export B.V. will promptly notify the Supplier of such an event. The Supplier must then immediately provide instructions to Silas Export B.V. as to what should be done with these disapproved or rejected goods. Failing to do so will entitle Silas Export B.V. either to sell the goods at the risk of the Supplier, or to destroy the goods at Supplier's expense. Any proceeds from these actions will be used for full or partial reimbursement of the damage suffered by Silas Export B.V.

4.9 The costs of any return of defective goods or return of orders which partially consist out of defective goods, shall be borne by the Supplier.

## ARTICLE 5. | FORCE MAJEUR

5.1 Silas Export B.V. is not obliged to fulfill any obligation under the Agreement if and as long as Silas Export B.V. is being hampered by a circumstance which, under the law, a legal act or by general acceptance in society can not be allocated to Silas Export B.V. Without prejudice to applicable legislation and case law, regarded as force majeure is any circumstance which makes the purchase obligation of Silas Export B.V. partly or wholly impossible or so problematic that Silas Export B.V. can not reasonably be expected to fulfill this obligation.

5.2 If under the force majeure Silas Export B.V. can not reasonably be expected to fulfill the Agreement, Silas Export B.V. is entitled to dissolve the Agreement by means of a written extrajudicial statement, in which case the Supplier will not be entitled to any form of compensation. Silas Export B.V. is certainly entitled to terminate the Agreement in accordance with the preceding sentence if the force majeure continues for more than one month, or it is reasonably foreseeable that it will last longer than one month.

5.3 If government measures impede the fulfillment of the agreed obligations of Silas Export B.V. or make this fulfillment financially disadvantageous, Silas Export B.V. is entitled to terminate the Agreement through a written extrajudicial statement, in which case the Supplier will not be entitled to any form of compensation. This right to terminate the Agreement pursuant to the preceding sentence expires if it is agreed between parties before the delivery of the goods that the Supplier shall bear the additional costs of these government measures.

## ARTICLE 6. | SUSPENSION AND TERMINATION

6.1 Silas Export B.V. is authorized to suspend the execution of the Agreement or terminate the Agreement with immediate effect if the Supplier does not comply timely or fully with his obligations under the Agreement or these general purchase conditions, or - after having concluded the Agreement - Silas Export B.V. learns of circumstances giving good ground to fear that the Supplier will not fulfil its obligations

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6.2 Silas Export B.V. is entitled to terminate the Agreement with immediate effect if the Supplier is in a state of bankruptcy, suspension of payment is requested, any of his goods have been seized or whenever Supplier is not able to dispose freely of his own capital.

6.3 Furthermore Silas Export B.V. is entitled to terminate the agreement if circumstances arise that are of such a nature that fulfillment of the Agreement is impossible or unaltered maintenance thereof can not reasonably be demanded of Silas Export B.V.

6.4 All additional costs and damages related to suspension and / or termination of the Agreement shall be borne by the Supplier. The Supplier shall never claim any compensation in connection with Silas Export B.V.'s rights under this article to suspend and/or terminate the Agreement.

6.5 If Silas Export B.V. terminates the Agreement pursuant to this article, all claims against Supplier shall become immediately due and payable.

## ARTICLE 7. | PRICES AND PAYMENT CONDITIONS

7.1 Unless expressly agreed otherwise, all prices quoted include all other costs, such as transportation and government levies.

7.2 Unless expressly agreed otherwise Supplier shall invoice Silas Export B.V. after delivery and after full approval of the delivered goods. Payment by Silas Export B.V. will take place within thirty days after receipt of the invoice and all accompanying documents.

7.3 Approval of the goods will never relieve Supplier from any guarantee and / or indemnity obligation it is required to provide under the Agreement or applicable laws and regulations.

## ARTICLE 8. | LIABILITY

8.1 The Supplier shall bear the full damage caused by any breach of its obligations under the law, under the Agreement or these general purchase conditions, or caused by an error in the information provided by the Supplier or any other circumstance which can be attributed to the Supplier.

8.2 Silas Export B.V. is not liable for consequential damages, including loss of income or other losses and damages resulting from business interruption. If, notwithstanding the provisions of these general purchase conditions, nevertheless liability occurs only direct damage will be recoverable. Direct damage shall consist only out of: the reasonable costs of determining the cause and extent of the damage, insofar as this relates to damage under these general purchase conditions; any reasonable costs incurred to restore the faulty

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performance of Silas Export B.V. to meet the Agreement, to the extent to which this faulty performance can be attributed to Silas Export B.V.; reasonable costs incurred to prevent or limit damage, insofar as the Supplier demonstrates that these expenses resulted in mitigation of direct damage under these general purchase conditions.

8.3 If, based on the circumstances of the case, for legal reasons, a further liability of Silas Export B.V. may exist, the liability is limited to a maximum of the invoice value of the Agreement, excluding taxes and transportation costs. Never will the liability amount to more than the amount paid in respect of the relevant case under the liability insurance of Silas Export B.V.

8.4 Any liability of Silas Export B.V. exists, without prejudice to these general purchase conditions, not before the Supplier has proven that the damage can be attributed to Silas Export B.V.

8.5 Notwithstanding the statutory limitation period, the limitation period of all claims against Silas Export B.V. will be no longer than one year.

8.6 Except in the case of gross negligence or deliberate action of Silas Export B.V. Supplier will indemnify Silas Export B.V. from all claims of third parties, on any grounds whatsoever in respect of compensation of damage, costs or interest, relating to the implementation of the Agreement by Silas Export B.V. and / or goods supplied by Silas Export B.V. to third parties.

8.7 If Silas Export B.V. suffers damage due to fines imposed by the government or any claims by third parties, which damage can be attributed to the Supplier, for example, by the presence in the products of unacceptable chemicals and minerals or on the basis of product liability regarding defective goods, this damage shall be borne by the Supplier.

8.8 Supplier shall conclude adequate insurance against the usual risks, including, but not limited to fire, theft, water damage, and (product) liability. Supplier shall upon first request by Silas Export B.V. provide a copy of the insurance policy with a minimum coverage of € 1,500,000.00 to Silas Export B.V. All claims by the Supplier to the insurers of the goods under the said insurance will be pledged by the Supplier to Silas Export B.V. as soon as Silas Export B.V. indicates that it wishes to do so.

## ARTICLE 9. | INTELLECTUAL PROPERTY

9.1 Any goods delivered to Silas Export B.V. may not infringe on any patent, license, copyright, registered drawing or design, trademark or trade name. Supplier shall indemnify Silas Export B.V. and its buyers for all claims of such nature and will pay for all damage caused.

## ARTICLE 10. | CONFIDENTIALITY

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10.1 The Supplier is obliged to maintain strict confidentiality regarding any information he may obtain in connection with the Agreement or the execution thereof, including the nature, reason and result of the Agreement.

#### ARTICLE 11. | FINAL PROVISIONS

11.1 Every Agreement is subject to Dutch law.

11.2 The applicability of the CISG is excluded.

11.3 The parties will not appeal to arbitration or the courts before they have done their utmost to resolve the dispute by mutual agreement.

11.4 Without prejudice to the other provisions of these general purchase conditions only the court in the district of Silas Export B.V.'s place of establishment shall be competent to hear disputes.

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