

**TSS Rotterdam BV**

Adriaen Banckertstraat 12
3115 JE Schiedam
The Netherlands

PO Box 12012
3004 GA Rotterdam
The Netherlands

T +31 (0)10 4624500
F +31 (0)10 4626240
E info@tssr.nl

VAT number: NL817614266B01
Chamber of Commerce: 27297391
www.tssr.nl

PURCHASE CONDITIONS OF TSS ROTTERDAM B.V.

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1. General

- 1.1 These General Terms and Conditions of Purchase have been drawn up for use by TSS Rotterdam B.V. (hereinafter referred to as "TSS") in its Contract(s) for the purchase of products (and components thereof) for industrial and maritime application and for the purchase of services.
- 1.2 General Terms and Conditions of Purchase may only be used by TSS.

2. Definitions

- The following terms set out in General Terms and Conditions of Purchase shall have the meaning assigned to each of them:
- 2.1 "GENERAL TERMS AND CONDITIONS OF PURCHASE": these TSS Rotterdam General Terms and Conditions of Purchase.
- 2.2 "Services": all services which TSS purchases from the Supplier under the terms of the Contract;
- 2.3 "Supplier": every natural person or legal entity with which a Contract has been concluded for the supply of Goods and/or Services.
- 2.4 "Goods": movable physical objects which TSS purchases from the Supplier.
- 2.5 "Contract": the written Contract between TSS and the Supplier in respect of the purchase of Goods and/or Services.
- 2.6 "Quotation": an irrevocable offer made by the Supplier following a Request for Quotation by TSS.
- 2.7 "Request for Quotation": request made on the part of TSS to the Supplier for offering or obtaining certain Goods and/or Services at a specific price.
- 2.8 "Order": an order placed by TSS following a Quotation from the Supplier.
- 2.9 "The Parties": TSS and the Supplier.
- 2.10 "Personnel": all employees or subordinates of the Supplier, including (employees and subordinates of) third parties called in by the Supplier.
- 2.11 "TSS": TSS Rotterdam B.V. having its registered offices in Rotterdam, and its principal place of business at Adriaen Banckertstraat 12, 3115 JE Schiedam.

3. Applicability

- 3.1 These General Terms and Conditions of Purchase apply to the Contract between TSS and the Supplier, and to all of the other agreements which arise from or are connected to this Contract, and to all offers, quotations, declarations of intent, orders, order confirmations and other documents created or actions taken and/or carried out in preparation for and/or prior to and/or in connection with the Contract.
- 3.2 No conditions regardless of their name or nature applied by the Supplier and/or to which the Supplier refers shall apply, and any such conditions are hereby expressly rejected by TSS.

4. Orders, Offers and Quotations

- 4.1 All information, including Quotations, price lists, etc. which are made available to TSS by the Supplier, must be considered to be an irrevocable offer to TSS.
- 4.2 Requests for offers made by TSS are always without obligation. The Supplier can never derive any rights from these.
- 4.3 Orders from TSS to the Supplier can only be accepted by the Supplier which are exclusively full and unmodified. Without prejudice to the above, modifications shall only become effective if they have been agreed upon by Parties in writing.
- 4.4 A Contract shall only be created between the Parties after the Supplier has received confirmation thereof in writing from TSS. Furthermore, at all times, TSS has the right to withdraw the Order within two days of it having been received by the Supplier, or to modify this without TSS being obliged to pay any damages or compensation. The day on which the withdrawal or modification was sent by TSS to the Supplier is deemed to be the date/time of suspension or modification.

5. The Contract

- 5.1 Every delivery, Offer, Quotation, Order or Contract as well as every other communication by TSS and the Supplier must, at all times, satisfy the following conditions, with the exception of cases in which deviations from these are agreed upon between the Parties in advance and in writing:
- statements made by the Parties with regard to the quality, quantity, sizes, weight, colour, composition, shape, dimensions, transport, packaging and the like form integral components of that which has been agreed upon and must therefore be complied with in full by the Supplier at the time of delivery. The Goods delivered by the Supplier are always new and free of any defects;
 - The Supplier furthermore guarantees at all times that its statements and actual delivery with regard to the aforementioned features of the Goods to be delivered satisfy governmental and other statutory regulations and requirements valid at that time;
 - The Goods or Services provided must always correspond to any specifications previously shown with respect to which an agreement has been reached between the Parties;
 - The Supplier shall provide TSS with the guarantee that it will satisfy the requirements as specified in this article. Instructions and/or indications given by TSS, for example with regard to the origin of the Goods and/or Services to be supplied shall not affect these guarantees and obligations.

- 5.2 If, during the Contract, TSS wishes to purchase associated Goods and any additional Services, as well as the accompanying prices, this shall be explicitly included in the Contract.
- 6. Amendments**
- 6.1 TSS has the right to modify the quality and/or the quantity or the nature of the Goods and/or Services or the nature and scope of the Contract. All amendments between Parties shall be set down in writing. The Supplier is not entitled to amend the Contract without obtaining prior explicit written permission to do so from TSS.
- 6.2 Any financial consequences of the amendment, such as is referred to in the previous paragraph, shall be submitted for the approval of TSS as soon as possible after agreement of the amendment. However, in the event of TSS and the Supplier being unable to reach an agreement about the costs of the amendment, TSS can nevertheless give the Supplier written instructions to carry out the amendment and the Supplier is required to carry out the amendment meticulously, immediately following these instructions, whilst TSS and the Supplier will make every effort to resolve the issue by means of negotiations.
- 7. Packaging**
- 7.1 The Goods are required to be adequately packaged. The Goods must arrive at their destination in proper condition under the customary transport conditions. The packaging must be suitable for the (customary) storage of these Goods. If and insofar as the Goods are not adequately packaged, TSS has the right to return the inadequately packaged goods to the Supplier at the expense and risk of the Supplier. The Supplier is therefore fully liable for all of the damages suffered by TSS, which are caused directly or indirectly by this inadequate packaging.
- 7.2 TSS shall at all times have the right to deliver to Supplier in parts or consignments. Packaging materials shall be returned to the address indicated by the Supplier at the risk and expense of the Supplier, and in the event of a failure to do so to the nearest branch address of the Supplier.
- 7.3 If TSS provides instructions in advance with regard to the method of packaging and the packaging materials to be used, these instructions must be followed by the Supplier and these will be considered to form part of the Contract. Paragraph 1 of this Article shall apply by analogy.
- 8. Inspection and evaluation**
- 8.1 Visual inspection and/or quality control inspections of the Goods and/or Services supplied may be performed by TSS or third parties appointed for this purpose by TSS before, during and after the actual delivery.
- 8.2 The Supplier undertakes to cooperate in every way in this regard. This includes the obligation to grant access to the storage facility for the Goods as well as to make any necessary documentation and information available at its own expense.
- 8.3 The costs of these inspections and/or quality control inspections, as well as travel and accommodation expenses (including hotel expenses) of (employees of) TSS or third parties assigned by TSS, shall be borne by the Supplier.
- 8.4 If the Goods and/or Services are refused or rejected by TSS, in whole or in part, on the basis of the inspection or quality control check referred to in this article, the consequences of this shall be at the expense and risk of the Supplier as of that moment.
- 8.5 In the event the visual inspection gives cause to do so, an expert will be appointed, in mutual consultation, who will be permitted to enter the site where the Goods are located or where the Services are provided, at all times. The ruling of this expert is binding on both Parties.
- 9. Guarantee**
- 9.1 The Supplier guarantees that at the time of delivery, the Goods and/or the Services comply fully with the requirements as provided for in Articles 5 of these General Terms and Conditions of Purchase.
- 9.2 Only if no (standard) warranty period has been included in the Contract, a warranty period of one year applies.
- 9.3 If, prior to or at the moment of delivery, TSS discovers as a result of an inspection that the performance of the Supplier does not or shall not correspond with the Order placed by TSS and TSS notifies the Supplier of this, the Supplier is obliged to take all necessary measures, for example, to provide a replacement and/or rectification, but which is not explicitly restricted to these, so that what has been agreed between the Parties can ultimately be satisfied.
- 9.4 If the Supplier fails in any manner whatsoever in the fulfilment of its obligations, TSS shall declare the Supplier to be in default in writing and will provide it with a reasonable term in which to still fulfil its obligations with the exception of the situation described under Article 10.2 (firm deadlines). If the Supplier fails to rectify the shortcoming within this period, the Supplier is in default and the Supplier is liable with respect to any damage suffered by TSS.
- 10. Delivery of Goods and/or the provision of Services**
- 10.1 The term of delivery or the date of delivery of the Goods and/or the time at which the Services are provided shall be specified as such in the Contract as the day, month, year and, if required, the time at which the goods must be delivered by the Supplier during TSS's normal opening hours. If the delivery time or term of delivery of the time of provision is specified or if the date which the delivery is to be made is not specified, the delivery term shall be determined in consultation between the Parties. After receipt of the order from TSS, the Supplier shall contact TSS immediately in the event the order does not specify a term of delivery or time of provision. If the Supplier fails to fulfil this obligation, TSS has the right to dissolve the Contract by providing written notification without being bound to pay any compensation whatsoever.
- 10.2 Agreed upon terms of delivery or dates and/or times of delivery are firm deadlines. If the Supplier fails to meet his obligation to deliver at the agreed time, a state of default will commence by way of the law. In that case, the Supplier is liable for all of the resulting damage suffered by TSS and any of TSS's customers. In turn, in the event of the Supplier exceeding the firm deadline, TSS is entitled to cancel the Order for the delivery of the Goods and/or provision of Services free of charge. If, after having received the prior written permission of TSS, the Supplier eventually delivers, mere acceptance of the delivery by TSS does not mean that the Supplier has satisfied all his obligations and that TSS might not have suffered any damage, and TSS therefore explicitly retains the right to demand compensation on account of late delivery.

- 10.3 If and to the extent that TSS has expressed a preference for a time/date of delivery in its order to which the Supplier has not made an objection in writing, this preferred date shall qualify as the agreed upon date of delivery.
- 10.4 The Supplier is liable for all damage, including - but not explicitly limited to - consequential damage caused directly or indirectly by non-delivery or late delivery.
- 10.5 If not otherwise agreed upon in writing, the Supplier will arrange for the transport of the Goods. To this end, the Supplier will make use of its own means of transport or third parties it contracts for this purpose at its own risk and expense. If the Supplier arranges for third parties to transport the goods, the delivery will take place at the time immediately after the goods have reached TSS's agreed upon delivery address and only once TSS has provided notification that it can accept delivery.
- 10.6 TSS shall be considered to make a reservation with every acceptance of a delivery with regard to the quality and contents of the delivery/provision. If Goods and/or Services are delivered/provided which do not satisfy the Contract, TSS has the right to lodge a complaint with the Supplier as soon as possible after this defect has come to the attention of TSS. TSS shall notify the Supplier in this regard as quickly as is reasonably possible. TSS has the right to demand correct fulfilment pursuant to article 17 of these General Terms and Conditions of Purchase. In the event of failure to make correct fulfilment, TSS can decide to dissolve the Contract pursuant to article 18 of these General Terms and Conditions of Purchase, this being without prejudice to its right to claim compensatory damages.
- 10.7 At all times TSS has the right to refuse delivery of defective Goods or to return them either to the Supplier or to the third parties it has contracted for transport at the expense and risk of the Supplier. In that case, TSS is not required to ensure that the goods continue to exist nor to guarantee the (qualitative or quantitative) maintenance of the Goods.
- 10.8 Partial deliveries and deliveries prior to the agreed upon date, for which TSS has not granted permission in writing, may be subject to return without prior notification and at the risk and expense of the Supplier.
11. **Personnel and identification**
- 11.1 Before, during and after execution of the Contract, the Supplier is required to submit to TSS a list of all Personnel and their conditions of employment (and any possible changes to these) and of all supervisory Personnel that is involved in the delivery of Services pursuant to this Contract.
- 11.2 During work on, or whilst visiting the premises of TSS or another construction or work site (belonging to a third party), the Personnel of the Supplier shall be in possession of proof of identity which has been signed by an authorised representative of the Supplier and which shows that they work for the Supplier. This proof of identity shall be submitted on demand for inspection to a representative of TSS, who can issue a numbered identity card and/or badge to Personnel approved by the Supplier, with the aim of entering or leaving the premises of TSS and/or another construction or work site (belonging to a third party) being used by TSS.
- 11.3 The day-to-day management and supervision of the execution of the work is the responsibility of the Supplier.
- 11.4 All permits, identity cards and/or badges shall be returned to a representative of TSS on leaving the premises of TSS and/or another construction or work site (belonging to a third party) being used by TSS.
12. **Working hours and timekeeping**
- 12.1 The working hours of the Supplier's Personnel on the premises of TSS and/or another construction or work site (belonging to a third party) are at least the same as those that apply to representatives of TSS, unless otherwise agreed. If TSS so requires, this Personnel must make use of a timekeeping system and/or equipment and/or an implementation plan for registering the number of hours they spend on the construction or work site (belonging to a third party) and/or one of the premises of TSS and/or in respect of the work they have or will carry out. In addition, the requirement can be imposed that a similar timekeeping system for registering the working hours of Supplier's Personnel is installed on its own premises and/or any construction or work site (belonging to a third party) where the work is executed.
13. **Work, discipline and safety**
- 13.1 The provisions relating to conduct and safety which apply on the premises and/or at other locations of TSS, likewise apply to the Supplier and its Personnel, unless otherwise agreed. TSS has the right to refuse (further) access to the premises to the Supplier's Personnel if TSS believes that this Personnel is not (adequately) observing the prevailing regulations. The Supplier is obliged to demand formal summaries of all rules and regulations drawn up by TSS. TSS has the right to carry out checks on the presence of Supplier and/or its Personnel, or when they enter or leave the premises and/or any other location, and to confiscate items in their possession to which they have no right.
- 13.2 Unless otherwise agreed in the Contract, the Supplier, at its own expense, arranges the delivery of all equipment, tools, working attire and safety equipment which is required by and for its Personnel for the execution of the Services.
- 13.3 If the Supplier and/or its Personnel make use of any equipment or provisions which belong to TSS, these are deemed to have been received in the proper condition, that is, complete and in a proper working order and outward appearance, unless any shortcomings or defects have been made known to TSS in writing when they are received. After using these items, they shall be returned to the persons who have been appointed by or on behalf of TSS to receive these, in the same condition as when they were previously received. The Supplier is responsible for all damage which is discovered on the return of these items.
- 13.4 All items and/or premises used by the Supplier and/or its Personnel are required to meet the prevailing (statutorily prescribed) safety requirements, as well as the environmental and safety regulations drawn up by TSS (as part of the ISO14001 certification). The Supplier, at its own expense, is required to remove all refuse, waste, superfluous materials and substances which have been left behind by its Personnel on the items and/or areas in question every day, taking into account the relevant industrial and statutory regulations.

14. **Storage**
- 14.1 The Supplier is only permitted to store those materials on the construction or work site (belonging to a third party) or on the premises of TSS which are necessary for the immediate execution of the Services. The costs of storage and the liability for any loss/damage, including - but not limited to - deterioration in the quality of the materials, are at the expense of the Supplier.
15. **Work stoppages**
- 15.1 TSS is not obliged to pay any costs and/or other compensation to the Supplier or its Personnel, neither to pay the costs of goods or services which have been or will be used by them, including - but not limited to - instruments, tools and other aids, during the period that the Supplier (or subordinates or a third party called in by the Supplier) is not able to complete the Services as a result of a work stoppage.
16. **Contract price and payment**
- 16.1 The agreed price for the delivery of the Goods and/or provision of the Services cannot unilaterally be changed by the Supplier and is likewise deemed to relate to the costs for adequate packaging where this concerns the Goods. The agreed price, including all (external) costs such as - but explicitly not limited to - packaging costs, handling charges, minor administration costs, shipping costs and insurance charges, are required to be made known to TSS and included in the contract price. The agreed price cannot be raised without the permission of TSS in writing. Any costs incurred at a later time are not at the expense of TSS. TSS shall never be charged for costs relating to (previously issued) Offers or Quotations.
- 16.2 Unless otherwise agreed in writing, all of the prices issued by the Supplier shall be deemed to apply to delivery on a DDP basis (Delivered Duty Paid, Incoterms 2010) at a delivery address to be indicated by TSS. Unless otherwise agreed in writing by the Parties, all of the costs owed by the Supplier after the purchase of the goods up to the delivery shall be at its own expense and risk. If and to the extent that such costs are paid by TSS, these shall qualify as an advance payment to the Supplier.
- 16.3 Unless otherwise agreed in writing, TSS shall satisfy its payment requirement within 45 days of the delivery of the Goods and/or provision of Services and receipt of the invoice relating to this. If and to the extent that TSS has submitted a claim to the Supplier with regard to that which has been invoiced or a portion thereof, TSS shall have the right to suspend its payment obligation. Furthermore, TSS has the right to return incorrectly addressed or otherwise incorrect invoices back to the Supplier without being bound to execute any payment thereof.
- 16.4 Payments must be executed in Euros to the bank account number specified by the Supplier in the Contract.
- 16.5 If and to the extent that TSS executes payments to the Supplier before these payments were due and payable pursuant to paragraph 1 of this article, these payments must be repaid to TSS immediately and without any setting off. The Supplier is not entitled to offset these payments received. No legal consequences may be attached to the payment by TSS nor may the proper fulfilment of the Contract by the Supplier be implied from this payment. The Supplier must subtract every payment made by TSS from the debt such as specified with this payment by TSS. The specification may be provided prior to, together with or after the relevant payment.
- 16.6 TSS shall have the right at all times to offset claims from the Supplier which are due and payable with every claim TSS has with respect to the Supplier and any future claims or those which are not yet due and payable.
- 16.7 At all times, TSS has the right to request from the Supplier a bank guarantee issued by a bank registered in the Netherlands as security for the fulfilment of the Contract by the Supplier. This bank guarantee is required to be drawn up in conformity with the model issued by TSS. In the event that the Supplier fails to comply with the above, TSS is entitled to invoke Article 18 of these General Terms and Conditions of Purchase against the Supplier. All of the costs associated with this shall be at the Supplier's expense.
17. **General rights and obligations of the Supplier**
- 17.1 If the Supplier suffers damage, regardless of the cause, TSS may never be held liable for an amount that exceeds the purchase price of the Goods with regard to the Contract from which the damage ensues.
- 17.2 If the Supplier is of the opinion that TSS has fallen short in the fulfilment of its obligations the Supplier must first give notice of default and then give TSS a reasonable term of no less than eight working days in order to rectify the apparent failure in the fulfilment. TSS is at that time still entitled to fulfil the Contract and satisfy its obligations without being bound to pay any compensation for damages nor may it be implied from this that TSS has remained in default with regard to the fulfilment of its obligations.
- 17.3 The Supplier is obliged to insure the goods being delivered against the standard market-related storage and transport risks. The Supplier is likewise obliged to stipulate to its insurers that TSS is included in the policy as co-insured and that TSS is assigned an independent and direct right of action under the terms of the insurance policy. The Supplier is not permitted to pledge or assign its own insurance claim, or otherwise provide this as security to any third parties. At the first request of TSS, the Supplier shall submit the policy, the terms and conditions of the policy and proof of insurance contribution(s) for inspection.
- 17.4 The Supplier is obliged to inform TSS, if possible in advance, and to provide it with all of the information concerning the Goods, their origin and their quality with respect to - but not explicitly limited to - the presence of asbestos. In addition, the Supplier guarantees that each delivery shall be in conformity with the relevant statutory regulations in the country of origin, countries of transit and the country of delivery, and likewise declares, now for then, that it is willing to provide all cooperation in the event of any emergencies and recall procedures as specified by TSS.
- 17.5 If and insofar as TSS is held liable by third parties, the Supplier is obliged to indemnify TSS in full, and to recompense TSS immediately all damage for which TSS has had to pay compensation, regardless of whether TSS is obliged to recompense this damage on the basis of (tax) legislation and regardless of whether the damage has been caused directly or indirectly by a shortcoming in the fulfilment of the Contract by the Supplier.
- 17.6 The Supplier is required to indemnify TSS, persons and/or companies who work for TSS and other third parties employed by TSS, against damage which is caused by the Supplier itself, persons and/or companies who work for or on behalf of it and/or persons who are contracted by the Supplier for any work, as well as Personnel.

- 17.7 The Supplier is likewise liable for damage to persons and businesses employed by TSS which is caused by equipment, tools and aids which were used by the Supplier itself, its personnel or other persons and/or companies it employs. In this respect, the Supplier shall indemnify TSS for any liability vis-à-vis third parties.
- 17.8 The Supplier is likewise liable for damage suffered by TSS as a result of damage to goods made available by TSS to the Supplier, as a result of the incorrect use or treatment by (personnel of) the Supplier, and in this respect, the Supplier shall fully compensate TSS.
- 17.9 The Supplier is obliged to take all measures that are necessary for the protection of the environment and for the prevention of industrial accidents. The Supplier is liable for all damage and costs that ensue from the non-fulfilment of environmental laws and regulations by the Supplier and the Supplier shall indemnify TSS for claims and fines made by third parties in this respect.
- 17.10 The Supplier guarantees and is responsible for the fact that all applicable statutory regulations and obligations arising from these are satisfied with respect to its Personnel. The Supplier is liable for all damage and costs that ensue from the non-fulfilment of these and the Supplier shall indemnify TSS for claims and fines made by third parties in this respect. Insofar as is necessary, the Supplier of course has to have a permit for the deployment of Personnel.
- 17.11 The Supplier shall never be entitled to any right to suspend performance or right of retention.
- 18. Termination**
- 18.1 If the Supplier fails to fulfil any of the obligations arising for it from this Contract or from these General Terms and Conditions of Purchase, or fails to fulfil them properly or in a timely manner, as well as in the case of its bankruptcy, suspension of payments or placement under guardianship, or in the event of attachment or liquidation of the Supplier's company, or when Force Majeure (article 19 of these General Terms and Conditions of Purchase) is said to exist, the other Party is, at its discretion, and without being obliged to pay compensation for damages without prejudice to the other rights to which it is entitled, including claims for its own compensation, entitled to dissolve the Contract in whole or in part or to suspend the (further) fulfilment of the Contract.
- 18.2 If the Supplier fails to accomplish that to which it is obliged or fails to accomplish it entirely or on time, TSS shall have the right to dissolve the relevant Contract without judicial intervention either partially or in its entirety. If TSS dissolves the Contract partially, then this dissolution can also affect that portion that was delivered on time, but which as a result of the dissolution can no longer be used efficiently. The aforementioned does not affect the right of TSS to demand from the Supplier fulfilment of that part of the Contract which has not been dissolved, without prejudice to its right to claim compensation. The agreed price shall be modified on a pro-rata basis as a result of a partial dissolution.
- 18.3 In the event of the dissolution of the Contract, TSS is entitled to:
- send the goods already delivered back to the Supplier at the Supplier's risk and expense;
 - to be reimbursed by the Supplier for the additional expenses which TSS must incur for the reasonable replacement of the goods which were not received or retained by TSS. If a performance deviates from that which was agreed upon and, after having been declared to be in default, the Supplier has not rectified the shortcomings within the period of time allotted for this by TSS, TSS has the right to restore the delivered goods to the agreed upon condition at the Supplier's expense, or to have this done. The aforementioned does not prejudice the right of TSS to compensation of all pecuniary damage, such as any loss suffered, loss of profit and costs incurred.
- 19. Force Majeure**
- 19.1 Force Majeure is defined as circumstances, conditions and/or events over which neither Party has an influence, which occur through no fault or omission on the part of either Party, and which could not be avoided or prevented by taking reasonable measures, and which circumstances, conditions and/or events temporarily or permanently prevent the fulfilment of any obligation (with the exception of payment obligations) under the Contract, such as natural and/or nuclear disasters, acts of war and/or terrorist attacks, provided no cause for or contribution to these circumstances, conditions and/or events is given.
- 19.2 In the event the fulfilment of obligations under the Contract becomes temporarily impossible as a result of Force Majeure, this shall only result in the postponement of the fulfilment of the obligations (with the exception of payment obligations), which cannot lead to an imputable failure to fulfil the obligations under the Contract on the part of the Party rightfully invoking Force Majeure.
- 19.3 In the event that it is temporarily impossible for the Supplier to fulfil one or more of its obligations under the Contract as a result of Force Majeure, TSS is entitled to suspend all or part of the fulfilment of its obligations under the Contract notwithstanding the provisions of article 19.4 of these General Terms and Conditions of Purchase.
- 19.4 In the event the fulfilment of obligations under the Contract becomes permanently impossible for the Parties as a result of Force Majeure, or temporarily impossible for a period that is expected to continue for at least sixty (60) days, then each Party is entitled to terminate the Contract in accordance with the provisions of Articles 18.1 of these General Terms and Conditions of Purchase.
- 20. Confidentiality**
- 20.1 The Supplier guarantees TSS that it will observe the secrecy of any company information which has become available to it within the scope of the Contract and shall also impose this obligation upon its employees.
- 20.2 The Supplier shall be permitted to inform third parties of the existence of any Contract with or delivery to TSS only after receiving prior written permission to do so from TSS. TSS has the right to attach conditions to this permission.
- 21. Intellectual property**
- 21.1 The Supplier guarantees that the Goods and/or Services it supplies which do not originate from TSS do not violate any right of intellectual property including at a minimum trade names, copyrights, model rights, trademarks and patent rights. The Supplier shall release and indemnify

TSS at the time TSS is confronted with any claim or demand that the materials or goods used and originating from the Supplier infringe upon any rights belonging to a third party.

- 21.2 The Supplier is only permitted to use TSS's intellectual property rights and the Supplier is only permitted to use TSS's trademarks and trade names if and to the extent that this is necessary for the execution of the Contract.
- 21.3 If TSS determines that the Supplier, in consideration of all of the above, has used the TSS's trade names or trademarks without authorisation, TSS shall have the right to dissolve all of the Contracts with TSS valid at that time without being liable to pay any damages or compensation to the Supplier for this. The Supplier is liable with respect to this unauthorised use and shall recompense TSS for all direct and indirect damage suffered by TSS. In addition, with regard to such a situation, the Parties agree that the Supplier shall pay TSS a fixed compensation for damages in the amount of USD 25,000 (in words: twenty-five thousand Euros) for every violation of that which is provided for in this article, unless TSS notifies the Supplier in writing that it wishes to demand the full compensation for damages from the Supplier. The profit generated as a result of the Supplier's unauthorised infringement shall be included in the damages suffered by TSS in such a situation.

22. **Assignment**

- 22.1 The Supplier is not permitted to transfer rights and obligations arising from the Contract to third parties, in whole or in part, without prior written permission from TSS.
- 22.2 The Supplier is not permitted to transfer the fulfilment of the Contract to third parties, in whole or in part, without prior written permission from TSS.

23. **Transfer of ownership of the Goods**

- 23.1 Ownership of and risk for the Goods shall, with due consideration for the provisions of article 10 of these General Terms and Conditions of Purchase, be transferred to TSS at the moment of delivery, which has been agreed in the relevant Contract. Any reservation of title on the part of the Supplier is explicitly excluded.
- 23.2 TSS's Order or the Contract shall never imply a transfer of any rights or licences for intellectual property by TSS to the Supplier.

24. **Applicable law and disputes**

- 24.1 The Contract, all other Contracts arising from this, including any disputes relating to the existence, validity and/or termination thereof, will be governed and interpreted exclusively under the laws of the Netherlands.
- 24.2 The Vienna Convention on Contracts for the International Sale of Goods (C.I.S.G.) shall not apply, nor any other international regulation for which exclusion is permitted.
- 24.3 All disputes such as those referred to in paragraph 24.1 of this article may be brought before the competent court or sub-district court of Rotterdam, the Netherlands), to the exclusion of all other courts.

These Purchase Conditions were filed at the Chamber of Commerce in Rotterdam on March 3rd 2011.

ROTTERDAM