

1. GENERAL

- 1.1 MAS Facilities B.V. (hereinafter called: 'MAS'), registered with the Chamber of Commerce under no. 59243619, has its registered office at the Nijverheidsweg 1D in (6651 KS) Druten, the Netherlands.
- 1.2 'Conditions' means these general purchase conditions of MAS.
- 1.3 'Supplier' means MAS' contracting party being the (potential) seller or a (legal) person on behalf of the (potential) seller.
- 1.4 'Contract' means the contract and/or further or follow-up agreements between MAS and the Supplier.
- 1.5 'Consequential loss' means, inter alia, loss of profits, loss due to stagnation in operations, loss of profit or loss of income.

2. APPLICABILITY

- 2.1 These Conditions apply to all legal relationships whereby MAS acts as (potential) buyer.
- 2.2 Deviations from these Conditions may only be effected explicitly and in writing. Such deviation has no effect with regard to any other (future) contracts.
- 2.3 Applicability of the general conditions applied by the Supplier is explicitly rejected.
- 2.4 If in a given case MAS does not invoke the provisions of these Conditions, this does not mean that MAS has thereby waived the right to invoke the provisions of these Conditions in other cases.

3. CONTRACT, CHANGES AND ADDITIONS

- 3.1 A contract between MAS and the Supplier will be concluded after MAS has confirmed the order in writing by means of a purchase order confirmation.
- 3.2 A change in or an addition to a contract will only be valid if it has been explicitly agreed in writing between MAS and the Supplier.
- 3.3 If delivery occurs without prior consultation on price, quantity, composition and/or conditions, the Supplier will be bound by the price and conditions which MAS stipulates for that delivery.

4. OFFERS/ORDERS

- 4.1 All orders placed by MAS and amendments to them shall be confirmed by the supplier within one week of receipt, by signature and return of a copy of the order. If suppliers confirmation should vary from the order, such variation will be binding only if expressly accepted in writing by MAS.
- 4.2 Offers/orders by MAS shall be made entirely without obligation, and MAS shall therefore be entitled to revoke or cancel an offer/order, without any obligation to pay compensation, at the latest within 8 business hours after the written acceptance by the supplier.

5. PRICES

- 5.1 Prices referred to in an order placed by MAS shall be inclusive of all costs necessary for the completion of the order and specifications and shall be fixed unless MAS expressly agrees to a different arrangement. The agreed price is inclusive of taxes, other charges, costs of transport and transport insurance unless explicitly otherwise stipulated.
- 5.2 The agreed price can never be unilaterally changed by the supplier.

6. TERMS OF PAYMENT

- 6.1 Payment for the goods delivered or services rendered shall be made on the basis of an invoice within 60 full days, unless provided otherwise in the contract. Payment shall not imply approval of the good order and/or condition of the goods/services delivered.
- 6.2 If MAS should fail to meet its undisputed payment obligations (in time), MAS will owe no more than the statutory interest (according to Article 6:119 Dutch Civil Code) provided that MAS has been granted a reasonable period by the supplier in which to meet its payment obligations and has failed to meet such obligation and only after expiry of that period.
- 6.3 MAS is entitled to set off debts to the supplier against any claim which MAS has against the supplier, for whatever reason.

7. TRANSFER OF RIGHTS AND DUTIES

- 7.1 Each party shall require the prior written consent of the other party for every transfer of rights and/or duties to third parties. This clause has the same legal consequences as meant in Article 3:83 (2) Dutch Civil Code.
- 7.2 The supplier shall require the prior written consent of MAS for all work to be subcontracted which is to be carried out on MAS's premises.
- 7.3 The supplier shall remain fully responsible and liable for work carried out by third parties in connection with the order placed by MAS.

8. CONDITIONS OF DELIVERY

- 8.1 Delivery shall occur in accordance with these general conditions, unless the conditions recorded in the contract provide otherwise and unless agreed otherwise in writing. The latter will prevail.
- 8.2 Delivery of goods or services will be made DDP (Delivery Duty Paid) as defined in the ICC-Incoterms 2010, published by the International Chamber of Commerce.
- 8.3 If goods are not accepted, these will be taken back promptly by the supplier at its expense or MAS can return the goods at the expense and risk of the supplier.
- 8.4 The supplier shall provide MAS in writing in the Dutch or English language with all such information, documentation, instruction, etc. as MAS may need to make maximum use of the goods/services. In the product documentation

to be delivered with the goods, the supplier shall include information about all relevant EH & S aspects, including in particular:

- A specific description of potential environmental dangers and the biodegradability of the material;
- A Safety Data Sheet according to REACH or other applicable product stewardship legislation;
- The recommended way of disposing of residues, packaging, etc.;
- The possible ways of neutralizing the dangerous (or environmentally dangerous) aspects of the material by means of treatment or chemical reactions.

- 8.5 When work is carried out at MAS's premises, the supplier will always, to the extent possible, respect the current MAS EH & S regulations.
- 8.6 Supplier certifies to have taken all steps necessary to meet local and European legislation (including REACH) on subject with respect to documentation and labeling of the delivered goods both during transport and use.

9. DELIVERY PERIOD

- 9.1 The agreed delivery period shall be binding. Time shall be of the essence. Goods will be considered delivered at the place designated by MAS. Services will be considered delivered upon completion of the services or work in accordance with the specifications set out in the contract.
- 9.2 The supplier shall notify MAS immediately of every delay in the delivery of the goods or in the completion of the order, indicating at the same time the circumstances that have caused the delay. This notification shall not relieve the supplier of his duties in respect of the agreed delivery period.

10. TRANSFER OF OWNERSHIP, PATENTS AND RISK

- 10.1 The title to and risk of goods shall pass to MAS upon delivery thereof.
- 10.2 Any retention of title stipulated by the supplier will not apply unless accepted in writing by MAS.
- 10.3 Parts and materials which have been manufactured or bought by the supplier (but paid for by MAS) for the benefit of goods to which the order relates and the goods themselves shall become the property of MAS from the start of the manufacturing process or from the time of delivery to the supplier. The supplier shall mark the goods as the property of MAS and shall keep them safely and insure them on the normal conditions until the moment of delivery to MAS. The supplier shall take all reasonable measures to prevent any deterioration in quality. The supplier shall neither allow third parties to have access to, see or obtain possession of these goods nor exhibit them without the prior written consent of MAS.
- 10.4 If any intellectual or industrial property right should arise from the performance by the supplier of its obligations, such rights will be immediately transferred to MAS. If any such transfer should require a written document or the cooperation of the supplier, the supplier shall cooperate in the transfer at MAS's first request without stipulating any further conditions.

11. PACKAGING, TRANSPORT AND TEMPORARY STORAGE

- 11.1 The supplier guarantees that the goods will be properly packaged and that upon delivery the goods, packaging and/or containers will be identified, marked and labelled in accordance with the applicable packaging laws and regulations.

12. INDEMNITY

- 12.1 The supplier shall indemnify and hold harmless MAS and its subsidiaries, their directors, servants, employees, subcontractors and/or insurers against any and all claims (including but not limited to claims directly related to non-conformity of the goods, product liability claims, claims caused by death or personal injury or damage or destruction of property, financial loss and other indirect (consequential) loss and lawyer's costs and legal costs which MAS has had to incur to defend itself against claims from third parties) from third parties in respect of acts or omissions of the supplier or of third parties involved by him in the performance of the order or with regard to goods, which are delivered by the supplier.
- 12.2 The supplier shall also indemnify MAS and its subsidiaries, their directors, servants, employees, subcontractors and/or insurers against any and all claims from third parties in connection with the non-observance of (national, international or supranational) rules and regulations regarding amongst others packaging, transport, safety and health.

13. SECRECY

- 13.1 The supplier shall not, without the prior consent of MAS, inform third parties about the order or disclose to them or use for the benefit of third parties any know-how and information, which come to his attention in connection with the execution of an order placed by MAS.
- 13.2 Drawings, specifications, manuals, samples, software etc. which have been made available by MAS or have been manufactured by the supplier at the request of MAS shall remain or become, as the case may be, the property of MAS and may be used by MAS as it sees fit. If any such transfer of property should require a written document or the cooperation of the supplier, the supplier shall cooperate in the transfer at MAS's first request without stipulating any further conditions. No copies of the said documents are allowed to be made without the prior written consent of MAS.

14. GUARANTEE

- 14.1 The supplier guarantees that the goods and services delivered will meet the agreed specifications and be of good quality, new (unless otherwise agreed), free of any defects, fit for their intended purpose, made of proper materials, and meet the applicable laws and regulations, relevant industry safety and quality standards and applicable environmental standards.
- 14.2 More specifically, if the goods, when used, should come into contact with paint products or be used in paint products (raw materials), the supplier guarantees that the manufacture and composition of the goods shall not breach any statutory regulations especially the standards mentioned in Article 14.1.
- 14.3 Without prejudice to all the rights of MAS to reimbursement of costs, damage and interest, the guarantee shall mean that all defects which occur during the guarantee period as stipulated in Article 15, with the exception of those which are the result of normal wear and tear, shall be fully repaired by the supplier free of charge immediately after he is first notified of the defect by MAS. If technically feasible, this will be done on the spot at MAS's premises or alternatively at the supplier's expense elsewhere. Inspection by MAS during or immediately after the manufacture shall not relieve the supplier of this guarantee obligation.
- 14.4 If the order from MAS entails a guarantee of a particular performance, goods, which do not comply with this guarantee, may be refused by MAS as "not ordered". In that case MAS shall give the supplier the opportunity to take the necessary steps to comply with the requirements relating to the performance, provided that this occurs within a reasonable period of time and without unacceptable sacrifices on the part of MAS, this being a matter for MAS to decide. This shall also be without prejudice to all rights of MAS to reimbursement of costs, damage and interest.
- 14.5 The supplier must furnish MAS with the desired documents and other documentation within the agreed term. Insofar as necessary, the supplier is bound – without charging extra costs – to furnish product information in Dutch or English with the delivered goods.
- 14.6 The supplier is liable for (i) all loss which is the result of defects in the goods delivered by him or (ii) the non-performance of its (other) obligations under the contract or these conditions. The liability of the seller extends to damage to goods of third parties, trading loss and other indirect (consequential) loss which might arise on the part of MAS or third parties.

15. GUARANTEE PERIOD

- 15.1 The guarantees referred to in the previous article and/or the contract shall remain valid, if not specifically mentioned otherwise in the contract, for a minimal period of twelve months, which period of time starts from the date on which the goods delivered by the supplier are first used or from twenty-four months after delivery if MAS has not used the goods concerned.

16. SAFETY

- 16.1 If necessary for the safety of its staff and/or its equipment or installations and/or to restrict further damage, MAS shall be entitled, at the expense of the supplier, to have running repairs made to the goods covered by the guarantee as referred to in the previous article. MAS shall be entitled to do this provided that it notifies the supplier accordingly, unless MAS was unable to give notice prior to the repairs owing to the urgency of the situation. To enable the supplier to comply with his remaining guarantee obligations, MAS shall notify the supplier of the above as quickly as possible.
- 16.2 Suppliers will follow the regulations of the MAS Contractor Safety Manual and require VCA-II certification or equivalent to be approved by the MAS safety organization.

17. NON-PERFORMANCE

- 17.1 If the supplier 1) does not comply with its obligations, or 2) the supplier applies for a suspension of payments, is declared bankrupt or otherwise loses the right to freely dispose of his assets or 3) the supplier transfers all or a substantial part of its business or discontinues its business, MAS shall be entitled, without giving notice of default and without recourse to the courts, either to cancel all or part of the contract or to require performance of the contract.
- 17.2 If MAS cancels the contract, MAS may decide at its sole discretion to return any goods already delivered to MAS at the expense and risk of the supplier and the supplier shall be obliged to refund MAS for any payments made for these goods. If MAS decides to retain all or part of the goods already delivered, MAS shall pay a proportionate part of the agreed price.
- 17.3 Insofar as MAS chooses to require performance of the contract, the supplier shall still be obliged 1) to deliver the goods or, at the discretion of MAS, 2) to replace the rejected goods or 3) to make the necessary improvements to them at the expense and risk of the supplier. If these improvements are not made properly and within such reasonable time as MAS may determine or if there is insufficient opportunity to have the improvements made by the supplier due to reasons of safety or continuity of the production, MAS shall be entitled to make these improvements in some other way at the expense of the supplier.

18. Recall

- 18.1 If one of the parties discovers a defect in the delivered goods (including packaging), this party must immediately inform the other party thereof, stating:
- a) the type of defect;
 - b) the goods affected;
 - c) all other information which may be relevant.
- 18.2 The parties will subsequently take all measures necessary in view of the circumstances. The measures to be taken can entail, inter alia, that deliveries are stopped, that the production of products is stopped, that the stocking of products (whether or not at customers of MAS) is blocked and/or that a recall will take place. Only MAS is entitled to decide whether and which of these measures will be taken and how the implantation thereof will take place. The supplier must provide all reasonable cooperation in the implementation of these measures, and bear the costs thereof, without prejudice to the provisions of Article 14.
- 18.3 The Supplier will obtain insurance for the risk of a recall in accordance with the prevailing market conditions, also for the benefit of MAS as a co-insured party.
- 18.4 The supplier is subject to a duty of confidentiality in respect of all information relation to measures to be taken and to compensate MAS for all damage suffered.

19. NON-IMPATABLE FAILURE; Force Majeure

- 19.1 If, owing to a non-imputable failure, MAS is prevented from performing its obligations, it shall immediately inform the Supplier of this in writing. A non-imputable failure shall be deemed to include amongst others Force Majeure situations.
- 19.2 In this regards "Force Majeure" means any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents, including but not limited to acts of God or the public enemy, war, riots, terrorist attacks, incendiaries, interference by civil or military authorities, fire.
- 19.3 A non-imputable failure and/or Force Majeure shall not include a business strike, failure of third parties to perform on behalf of the supplier, the non-compliance or failure of the third parties hired by the supplier, and/or liquidity or solvency problems on the part of the supplier or third party it has hired, raw materials scarcity, a (temporarily) production-stop, non-performance due to power outage.
- 19.4 In the event of a non-imputable failure on the part of either party, the other party shall be entitled to cancel all or part of the order or to suspend the performance of its obligations.
- 19.5 If the supplier is prevented from performing his obligations owing to a non-imputable failure, he shall take all necessary measures to protect and maintain the property of MAS in his possession as referred to in the article in Article 8.

20. LAPSING AND TIME BARRING OF CLAIMS

- 20.1 All claims against MAS will lapse and become time-barred after one (1) year after the date of delivery.

21. EXTRAS

- 21.1 All extra work or services will require a prior written agreement.

22. WORKING CONDITIONS

- 22.1 The Supplier, its staff and any third parties engaged by the supplier shall observe the applicable statutory health and environmental regulations. Similarly, the supplier and its staff shall at all times comply with the MAS company rules and regulations, guidelines and standards on EH & S and working procedures.

23. INSURANCES

- 23.1 Supplier shall take out and continue to hold adequate insurance, with an insurance cover of at least € 5.000.000,-, to cover its statutory and/or contractual liability to MAS. Supplier guarantees that subcontractors also hold same adequate insurance in this regard. The supplier shall, upon first request, send MAS a copy of the insurance policy.

24. WASTE DISPOSAL

- 24.1 Supplier shall dispose and/or destroy its hazardous waste which is linked to the order in accordance with MAS standard waste disposal policy. The company destroying and/or disposing MAS's hazardous waste shall be certified by MAS or (should this be the case) appointed by MAS.

25. TAXES AND SOCIAL SECURITY CONTRIBUTIONS

- 25.1 The supplier shall meet the statutory obligations in terms of withholding and paying wage tax, social security contributions, employee insurance contributions, VAT and all other statutory obligations applicable, and shall indemnify MAS and its subsidiaries, their directors, servants, employees, subcontractors and/or insurers against any and all claims in that regard.
- 25.2 When requested to do so, the supplier shall furnish written proof of payment of the tax and social security contributions owed in connection with the performance of the order.

26. MAS ETHICS INCLUDING EXPORT CONTROL

- 26.1 The supplier warrants that he shall comply with relevant national export control laws and regulations.
- 26.2 The supplier shall indemnify MAS and its subsidiaries, their directors, servants, employees, subcontractors and/or insurers against any and all claims, actions, demands, losses, costs and (legal) expenses, from third parties in respect of the non-observance, non-adherence or non-compliance with the relevant national export control laws and regulations.

27. OTHER

- 27.1 If one or more provisions of these conditions is/are void or unenforceable, such will not affect the validity of the other provisions. In the event of legally invalid provisions in these conditions, parties will be bound by rules with a purport as similar as possible and which are not subject to nullity.

28. APPLICABLE LAW AND JURISDICTION

- 28.1 The legal relationship between MAS and its supplier shall be exclusively governed by and construed in accordance with Dutch Law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 28.2 Any controversy, claim or dispute which may arise, ensuing from or connected with these conditions or the agreement(s) between MAS and the Seller, shall be decided exclusively by the Court of Rotterdam, The Netherlands. If the supplier violates this jurisdiction clause, the supplier will be due a penalty in the amount of € 1.000.000 notwithstanding any damages which may be due. Notwithstanding the above, MAS is entitled to initiate TAMARA-arbitration in accordance with the TAMARA Arbitration Rules (www.tamara-arbitration.nl) in Rotterdam or to initiate legal proceedings before the otherwise, without a jurisdiction clause, relevant Courts having jurisdiction.