

GENERAL PURCHASE CONDITIONS OF MARON STEEL SUPPLIES B.V.

Applicable conditions

1. These General Purchase Conditions apply to all requests for an offer, orders and agreements regarding the delivery of goods to and carrying out additional activities (hereinafter referred to as 'deliveries') for Maron Steel Supplies B.V., hereinafter referred to as 'Maron'. Deviations from or additions to these General Purchase Conditions require the explicit written consent of Maron.

Laws; Regulations; Permit

2. The supplier is expected to be familiar with all statutory and other regulations and bylaws that apply to the execution of our instruction, including those in the fields of safety, labour conditions and the environment, and the supplier is obliged to take all measures required to comply with such regulations and bylaws.
The supplier will at all times follow all instructions given by Maron in order to comply with statutory and other regulations and bylaws.
The supplier will indemnify both Maron and our client, without reservations, against all damage/losses and costs and other adverse effects of whatever nature, that may be caused by the supplier failing to follow the instructions issued by Maron.
The supplier is responsible for obtaining all public and private-law permits, exemptions and other decrees required or prescribed for the execution of our instruction.

Order / order confirmation

3. Maron reserves the right to revoke the order it has placed when the supplier fails to confirm this in writing by means of an order confirmation within two weeks of receiving the order. In the event that the order confirmation of the original order diverges, Maron is bound only after it has explicitly agreed to the divergence in writing. The fact that in such a case Maron accepts deliveries or performances and makes payments does not imply that it acknowledges the divergences. Any documentation and samples received with the offer will not be returned by Maron.

Quality and properties of the delivery

4. The supplier guarantees that the delivery:
 - a. is of a good quality and free from defects when the goods are delivered, and that any activities are carried out by skilled personnel who use new equipment;
 - b. fully corresponds with the provisions in the agreement, the specifications given and the reasonable expectations of Maron in terms of properties, quality and reliability of the delivery;

- c. is suitable for the intended purpose of the delivery on the basis of the nature of the goods or in accordance with the order;
- d. complies with Dutch prevailing statutory requirements and other applicable (international) government regulations;
- e. complies with the norms and standards customary in the branch of trade or industry in question;
- f. does, in accordance with the statutory European directives, comply with the CE marking or the EC statement of conformity for machines / safety components or "manufacturer's statement"; the supplier will provide the EC statement of conformity.

If the agreement refers to technical, safety, quality, environmental or other regulations and documents which have not been attached to the agreement, the supplier is expected to be familiar with these, unless it immediately notifies Maron of the contrary in writing. In that case, Maron will further inform the supplier about these regulations and documents.

The supplier will make active efforts to ensure that its products, packaging, raw and ancillary materials pose a minimum burden on the environment.

Activities that may negatively affect the environment, such as emissions into the air, water or soil must be explicitly reported in advance. The supplier must at its own expense and in a timely fashion ensure that it obtains the approvals, permits or licences required for the execution of the agreement and for compliance with the conditions in that agreement.

Intellectual property rights; licences

5. If intellectual property rights are vested in the delivery or corresponding documentation, Maron will obtain the right of use to that free of charge, by means of a non-exclusive, global and perpetual licence. All intellectual property rights that are created as a result of the execution of the delivery by the supplier, its personnel or third parties which the supplier has involved in the execution of the agreement, will be vested in Maron. On Maron's demand, the supplier is obliged to do anything required to acquire and secure these rights. The supplier guarantees that the delivery does not infringe any third-party intellectual property rights. The supplier indemnifies Maron against third-party claims for (alleged) infringements on that matter, and it will compensate Maron for all damage/losses suffered as a result of such claims.

Packaging and shipment

6. The supplier will package the goods to be delivered as economically, safely and carefully as possible, in a way that the shipment is manageable during transport and unloading. The supplier will ensure that the delivery reaches its destination in a good condition. Pallet shipments take place on euro-sized pallets, the so-called euro pallets. So as to encourage the reuse of packaging, the supplier uses neutral print-free packaging to the greatest possible extent. Packaging must be suitable for reuse or recycling. Special packaging that must be returned to the supplier must be marked as such. The packaging, transport, storage and processing of the delivery must comply with the applicable legislation in terms of safety, the environment and labour conditions. If safety information sheets are available for a delivery or packaging, the supplier must always provide these sheets immediately. The supplier will mark the shipment with the Maron order reference number and the number of packages, as well as the correct name and address details of the delivery address. The outside of the packages will bear a packing list which lists the contents of the shipment. Maron is entitled to refuse a delivery that fails to meet these requirements.

Delivery

7. The delivery is made Delivery Duty Paid, in accordance with the Incoterms version applicable at the time the order is made, without prejudice to the provisions in these conditions. Partial deliveries are not permitted, except with the written consent of Maron. The delivery date, dates, period or periods of the agreement are exact and serve as deadlines, and apply to the entire delivery, including the corresponding drawings or other documents. In the event of circumstances as a result of which an agreed delivery date, dates, period or periods is or are expected to be exceeded, the supplier must immediately notify Maron thereof. In the event that the supplier exceeds any agreed delivery date, dates, period or periods, Maron is entitled, without the need for a notice of default in advance, to impose a penalty of 1% of the delivery price on the supplier per calendar week or part thereof by which the date, dates, period or periods is or are exceeded, subject to a maximum of 10%, which will be immediately due and payable on the date it is imposed. Imposing, collecting or setting off this penalty does not affect Maron's right to compliance, compensation and dissolution.

Inspections

8. Before the delivery is made, Maron is entitled to have the delivery inspected or audited by officers it has appropriately appointed. The supplier is obliged to fully cooperate in this. The supplier cannot derive any rights from the results of an inspection. Maron is entitled to inspect the delivery upon delivery at the agreed location, prior to acceptance. If the delivery is rejected, Maron will notify the supplier thereof, and Maron may demand replacement or correction, or decide to dissolve or cancel the agreement. This does not affect Maron's right to compensation. All costs relating to inspections and repeat inspections are payable by the supplier, except the costs relating to the inspection officials appointed by Maron.

Transfer of ownership and risk

9. The delivery is at the risk of the supplier until it has reached its agreed destination and has been accepted by Maron in writing by an appropriately authorised person who will state his name. Ownership of the delivery will transfer to Maron the moment the delivery is made. Maron is expected to provide the supplier with models, stamps, matrixes, templates, moulds, calibres, drawings and suchlike purchased or made by the supplier for the purpose of the delivery, the moment these items are supplied to or made by the supplier. In the event that Maron provides or is expected to have provided the supplier with items for the purpose of the delivery, these items remain or become the property of Maron, and the supplier is obliged to keep these items clearly marked as being the property of Maron and to provide Maron with a statement of ownership when asked. Items that are the result of amalgamation, mixture or otherwise will become the property of Maron the moment they are created. The supplier is deemed to have created the items for Maron and will keep these new items as being the property of Maron and provide Maron with a statement of ownership when asked.

Prices, invoicing and payment

10. The agreed price is fixed and in Euros, excluding turnover tax. Invoices, bearing the order number, must be submitted in accordance with the order and must be specified per position, stating the position number or numbers. When this information is not given, Maron has the right to suspend its

obligation to pay. Invoice duplicates must be marked as such. Maron will pay within 60 days of accepting the delivery and following correct invoicing. Payment does not constitute any waiver of any right to reconsider execution of the instruction. Maron is entitled to set off its due and payable claims against any money owed by the supplier by means of a statement of setoff. Maron may demand a deposit or bank guarantee at the expense of the supplier, before it makes goods available or if payment is fully or partially made in advance.

Changes; contract variations

11. Maron is entitled to change the scope of the order, also within the framework of contract variations. In the event that the supplier feels that the changes will affect the agreed price or delivery date, it will immediately notify Maron thereof in writing, and for contract extras it provides a written quotation with regard to the price and term relating to that, as well as the consequences for the other activities to be carried out by the suppliers. The supplier will not carry out any contract extras before it has received a written instruction from Maron. Contract extras do in any case not include additional work which the supplier could or should have foreseen upon concluding the agreement in order to be able to deliver the agreed performance or performances and functionality or functionalities, or which are the result of a shortcoming on the part of the supplier.

Liability

12. The supplier is liable for all damage/losses suffered by Maron due to the supplier's imputable failure to fulfil the agreement, the failure to fulfil in time or the failure to fulfil correctly, or breach of any other obligation, contractual and otherwise. The supplier will indemnify Maron against any third-party claims in this respect. The supplier will adequately insure and continue to insure itself against relevant liability by virtue of the law and/or agreement with Maron, and further insure and continue to insure all its operating risks that can be insured on normal conditions. At the request of Maron, the supplier will immediately produce (certified copies) of the policies and proof of premium payments. The supplier hereby assigns to Maron all claims to payment of insurance money, insofar as they relate to any damage/losses for which the supplier is liable towards Maron.

Dissolution

13. Without prejudice to any other rights of Maron, Maron is entitled to fully or partially dissolve the agreement by means of a written statement, without a further notice of default being required, in the event that:
 - a. the supplier fails to fulfil one or more of its obligations in the agreement;
 - b. the supplier is declared insolvent, has applied for or has been granted a (provisional) moratorium, shuts down or liquidates its business, a considerable part of its assets are seized or if it transfers its business to third parties;
 - c. an inspection or repeat inspections lead to rejection.In the event of dissolution, the risk of goods already delivered remains with the supplier. In that case, the goods will be available to and must be collected by the supplier. The supplier will immediately refund Maron anything paid with regard to the dissolved agreement.

Warranty

14. If during the warranty period it appears that the delivery fails to meet the provisions of article 3 of these conditions, the supplier will at its own expense replace, correct or re-perform the delivery within two weeks, on Maron's demand and at the latter's discretion, without prejudice to the legal rights of Maron. If the supplier continues to be in default in terms of meeting its warranty obligations, Maron is entitled to decide to replace, correct or re-perform the delivery, whether or not with the assistance of third parties, at the expense of the supplier. Maron will notify the supplier as soon as possible of the fact that it will exercise this right. In the event that the parties have not agreed on a warranty period, this period will be 18 months following delivery. For goods intended to be processes in installations or systems, the warranty period will not start until those installations or system are delivered, on the understanding that the warranty period will end no later than 30 months after delivery of the goods. The warranty period will be extended by the period during which the delivery failed to comply with article 3 of these conditions. Components of a delivery that have been replaced, corrected or re-performed will be subject to a new warranty period equal to the original period.

Confidentiality and the duty to disclose information

15. The supplier will provide Maron with all information relating to the delivery and which may be of interest to Maron. The supplier will not disclose confidential information in connection with the delivery to its own staff nor any third parties, unless Maron has given its consent in writing in advance. Without such prior written consent of Maron, the supplier is not permitted to use the name of Maron in advertisements and other commercial communications.

Transfer of rights and obligations; outsourcing

16. Without the prior written consent of Maron, the supplier will not outsource the delivery or parts thereof to third parties, nor fully or partially transfer its rights and obligations from the agreement to third parties.

Security

17. Maron is entitled to demand that the supplier furnishes enough security for the fulfilment of its obligations by virtue of Maron's instruction.

Force majeure

18. A party's failure to fulfil the agreement cannot be attributed to this party if this is not the party's fault, nor can it be at the expense of this party by virtue of the law, the agreement or generally accepted standards. If the supplier has demonstrated that fulfilment of the agreement has been delayed due to or as a result of force majeure, the term of fulfilment will be extended by the duration of this delay. The supplier can only invoke force majeure if the supplier has notified Maron thereof in writing as soon as possible, but at least within the agreed delivery period, providing the necessary documentary evidence. If the supplier is unable to fulfil its obligations during a period of more than ten working days or fails to perform its obligations under the agreement due to force majeure, Maron is entitled to dissolve the agreement extrajudicially with immediate effect, by means of a registered letter, without this giving rise to a right to compensation. Force majeure is NOT taken to mean: staff shortages, strikes, staff illness, late deliveries or unsuitability of materials, breach of contract by third parties hired

by the supplier and/or liquidity and/or solvency issues on the part of the supplier.

If the supplier already fulfilled part of the agreement before the situation of force majeure began, Maron may either set the agreed prices and rates on a pro rata basis, or pay nothing at all and return any goods and results of services already received, without owing any compensation.

Applicable law, disputes

19. All agreements of the seller are governed by the laws of the Netherlands. The provisions of the Vienna Sales Convention do not apply, nor do any existing or future international regulations with regard to the purchase of movable tangible property whose scope can be excluded by the parties. All disputes that may arise between the parties will be resolved by a competent court in the Netherlands, within whose jurisdiction the seller has its place of business, unless the law, due to mandatory rules of law, has appointed an alternative court. In the event that these General Purchase Conditions are also available in a language other than Dutch, the Dutch text will prevail in the event of contradictions at all times.