

**STAF GROUP B.V.
GENERAL TERMS AND CONDITIONS GOVERNING PROCUREMENT**

Article 1. Scope of application

1.1. These general procurement terms and conditions shall apply in relation to all requests for a quotation, orders and agreements for the delivery of goods to and the performance of ancillary work for the benefit of the private companies with limited liability, Stafa Group B.V. which have their registered offices and places of business at Den Engelsman 18 in (6026 RB) Maarheeze, the Netherlands (hereinafter referred to as "Stafa").

1.2. A Contracting Party shall be deemed to be a supplier, service provider or any of their subordinates and/or assistants.

1.3. Unless otherwise agreed in writing, any other terms and conditions and/or addendum thereto or amendment thereof are explicitly precluded.

1.4. In the event that Stafa fails to require strict compliance with these terms and conditions at all times, this shall not be taken to mean that their provisions do not apply, nor that Stafa will to any extent forego entitlement to require prompt compliance with the provisions of these terms and conditions in any other situation.

1.5. The application of any terms and conditions governing sales or otherwise which are employed by a Contracting Party is explicitly rejected, except where Stafa consents to this in writing.

1.6. Any reference to goods (or their delivery) in these terms and conditions is also deemed to mean the provision of services or the performance of work of any nature whatsoever.

1.7. Any derogating terms and conditions must be explicitly agreed to in writing and, in so far as they do not replace the provisions of these terms and conditions, shall be deemed to be an addendum to them.

1.8. Any derogating terms and conditions shall only apply in relation to the specific agreement to which they pertain.

1.9. In the event that one (1) or more of the provisions of these terms and conditions are fully or partially null and void or are nullified at any point in time, their remaining provisions shall continue to apply in full. Stafa and its Contracting Party shall then enter into consultation with each other in order to agree on new provisions to replace the void or nullified ones which approximate the meaning and purpose of the original provisions as far as possible.

Article 2. Orders and their acceptance

2.1. Stafa may at all times ask a Contracting Party in writing to issue a quotation. Stafa shall provide the relevant specifications (for procurement purposes or otherwise) to the Contracting Party concerned together with such a request.

2.2. A quotation issued by a Contracting Party provided for in the foregoing clause shall be deemed to constitute a binding offer in relation to Stafa.

2.3. An agreement shall come into effect at such time as Stafa accepts a quotation referred to in the foregoing clause in writing or when it confirms an order in writing. Such an agreement shall be governed by these terms and conditions.

2.4. By virtue of a contract being agreed to, an order being accepted or a start being made on executing or fulfilling either respectively, the relevant Contracting Party shall be deemed to have acknowledged that these terms and conditions will govern same.

2.5. Stafa reserves the right to cancel any order that it has placed in the event that the relevant Contracting Party fails to confirm it in writing in the form of a notice of confirmation of that order within forty-eight (48) hours after receiving it.

2.6. In the event that a notice of confirmation derogates from the original order, Stafa shall only be bound by it after it explicitly declares in writing that it consents to such derogation.

2.7. Stafa's acceptance of any consignment or performance, or any payment which it makes in that respect shall not imply any acknowledgement of such derogation. Stafa shall not return any documentation or sample accompanying a quotation.

Article 3. Delivery

3.1. Delivery shall be effected at the agreed delivery address at the agreed time.

3.2. Delivery shall be effected Delivery Duty Paid. In accordance with the applicable Incoterms, "unloaded" entails that the relevant Contracting Party is liable for all of the costs pertaining to transport, insurance, Customs and other duties associated with the delivery in question, unless

otherwise agreed to in writing or some other form of delivery is agreed to in accordance with the applicable Incoterms.

3.3. A Contracting Party shall have a duty to present Stafa with the relevant documentation prior to or simultaneous with delivery.

3.4. Stafa shall be at liberty to use such documentation at its own discretion, which is deemed to include its replication for its own use.

3.5. The delivery date, dates or deadline(s) stipulated in an agreement shall be deemed to be strict and material, and shall apply in respect of the entire consignment including the goods constituting part of it and/or any associated documents.

3.6. In the event that any circumstances occur pursuant to which it is expected that the agreed delivery date, dates or deadline will not be met, the relevant Contracting Party shall be required to notify Stafa of this in writing immediately.

3.7. In the event that a Contracting Party fails to meet a delivery date, dates, time or times, or otherwise fails to comply with the relevant agreement, Stafa shall be entitled to impose a penalty on that Contracting Party in the absence of any prior notice of default equivalent to 1% of the price of the consignment concerned per calendar week or part thereof subject to a maximum of 10%, and such penalty shall fall due immediately on the date on which it is imposed. The imposition, collection or setoff of such a penalty shall not affect Stafa's right to compliance, compensation or annulment.

3.8. The legally stipulated interest payable on any amount which Stafa has paid in advance shall be set off against any invoices that are payable in respect of the period of such default.

3.9. Stafa shall be entitled to postpone delivery. In this case the relevant Contracting Party shall store, preserve, secure and insure the goods concerned separately, ensuring that they are properly packed and recognizable as such.

Article 4. Quality and properties of a consignment

4.1. A Contracting Party shall warrant that a consignment is of good quality and free of defects in the case of a delivery of goods, complies entirely with the provisions of the relevant agreement, the stipulated specifications and Stafa's reasonable expectations in relation to its properties, quality and reliability, is suitable for the purpose for which it is intended based on the nature of the goods concerned or as is evident in the relevant order, complies with the legal requirements applicable in the Netherlands and any other applicable government regulations (international or otherwise), and satisfies the norms and standards that are generally accepted in the relevant branch of commerce or industry.

4.2. A Contracting Party shall actively ensure that their products, packaging, raw materials and additives burden the environment as little as possible. Any work which may have an adverse effect on the environment must be explicitly reported beforehand.

4.3. A Contracting Party shall comply with all legislation and regulations (international or otherwise) concerning their staff's working conditions.

4.4. Acting at its own expense, a Contracting Party shall be required to assume responsibility for obtaining any consent, permit or license that is required for the execution of the relevant agreement in good time, and for complying with any requirements stipulated therein.

4.5. In the event that Stafa notices that all or part of a consignment does not comply with what the relevant Contracting Party has warranted in accordance with this article, the Contracting Party shall be in default, unless the latter can show that they are not culpable for such non-compliance.

Article 5. Intellectual property rights

5.1. With regard to the execution of an agreement governing the production of goods or parts thereof, the relevant Contracting Party shall warrant that they will not infringe the intellectual property rights to any of Stafa's products, its production process and/or its product specifications.

5.2. In the event that a consignment or its related documentation is encumbered with any intellectual property rights, Stafa shall acquire entitlement to use same in the form of a non-exclusive, global, perpetual licence.

5.3. Any intellectual property rights which arise pursuant to the delivery of a consignment by a Contracting Party, the latter's staff or any other party whom that Contracting Party engages for the purposes of executing the relevant agreement shall be vested in Stafa.

Visitors

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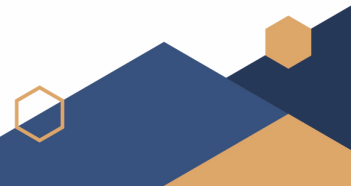
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5.4. A Contracting Party shall warrant that a consignment does not infringe any other party's intellectual property rights.
5.5. A Contracting Party shall indemnify Stafa against any claim made by another party pursuant to an infringement (or alleged infringement) in this respect and shall compensate Stafa for any loss which it suffers as a result.
5.6. In the event of a contravention of the provisions of this article, Stafa shall impose a penalty of EUR 5,000.00 for every such contravention on the relevant Contracting Party subject to its entitlement to compensation. The Contracting Party concerned shall pay the amount of such penalty immediately after this has been established as provided for above and the Contracting Party has been notified accordingly.

Article 6. Packaging and shipment

6.1. A Contracting Party shall pack any goods that are to be delivered as economically, securely and carefully as possible in such a way that the consignment can be handled while being transported and unloaded.
6.2. A Contracting Party shall ensure that a consignment reaches its destination in good condition.
6.3. Stafa shall at all times be entitled to return any packing materials (used for transport or otherwise) to the relevant Contracting Party at the latter's expense.
6.4. A Contracting Party shall be responsible for disposing of or destroying any packing materials (used for transport or otherwise). In the event that any packing materials are disposed of or destroyed at a Contracting Party's request, this shall occur at the latter's risk and expense.
6.5. The packaging, transport, storage and handling of any consignment must comply with the applicable legislation and regulations pertaining to safety, the environment and working conditions.
6.6. Where a material safety data sheet is available for a consignment or its packaging, the relevant Contracting Party shall be required to supply it (as well).
6.7. A Contracting Party shall note down the Stafa order and reference numbers and the number of packages on the relevant consignment along with the correct name and details of the delivery address. A packing slip setting out the contents of the consignment shall be attached to the outside of the packages. Stafa may refuse to accept any consignment which does not satisfy these requirements.

Article 7. Inspections

7.1. Stafa shall be entitled to arrange for a consignment to be inspected or audited by officials whom it has appointed for this purpose on the relevant Contracting Party's premises before and/or shortly after delivery. A Contracting Party shall be required to provide any assistance required for this purpose free of charge.
7.2. A Contracting Party may not derive any rights from the outcome of an inspection beforehand.
7.3. Stafa shall be entitled to inspect a consignment upon delivery at the agreed place before accepting it.
7.4. Should Stafa reject a consignment, it shall notify the relevant Contracting Party of this and, acting at its own discretion, may require that it be replaced or repaired, or it may cancel or annul the relevant agreement. The foregoing shall not affect Stafa's entitlement to compensation.
7.5. The relevant Contracting Party shall be liable for all the costs involved in any initial or subsequent inspection with the exception of those payable for the inspectors appointed by Stafa.
7.6. Where it is impossible for an inspection referred to in this article to be conducted at the scheduled time or such inspection needs to be repeated due to any intervention on the part of the relevant Contracting Party, the latter shall be liable for any costs incurred by Stafa pursuant to that.
7.7. Where any goods which have been delivered are rejected, the relevant Contracting Party shall ensure that the matter is remedied or that the goods which have been delivered are replaced within five (5) working days.
7.8. In the event that a Contracting Party fails to comply with this obligation by the deadline stipulated in this article, Stafa shall be entitled to procure the requisite goods from another party or to take any action itself or arrange for another party to do so at the Contracting Party's risk and expense.
7.9. Should a Contracting Party fail to collect any goods which have been rejected within ten (10) working days, Stafa shall be entitled to return them to the Contracting Party at the latter's expense.

Article 8. Variations and any work excess or shortfall

8.1. Stafa shall be entitled to vary the scope of supply, even if this results in a shortfall of or excess work. Any changes shall be agreed to in writing.

8.2. Where a Contracting Party is of the opinion that a change will have implications for the agreed price or delivery time, they shall notify Stafa of this in writing immediately.
8.3. Excess work shall at any rate not be deemed to include any additional work which a Contracting Party could or should have foreseen for the purposes of being able to effect performance or provide functionality as agreed, or which is due to any default on the part of the Contracting Party.

Article 9. Prices, invoicing and payment

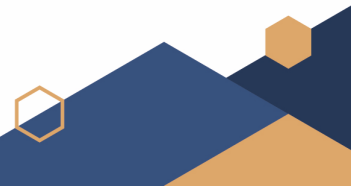
9.1. Unless otherwise agreed to in writing, an agreed price shall be fixed in a currency agreed to in writing exclusive of value added tax and shall include all of the costs involved in the Contracting Party's compliance with their obligations.
9.2. An invoice shall cite the reference number of the relevant order in accordance with that order. Stafa shall be entitled to suspend its duty to effect payment as long as such details are missing. Any duplicate of a bill must be marked as such.
9.3. A Contracting Party shall be and remain liable for any price increase which occurs after an agreement has been concluded, irrespective of the period which elapses between the date on which that agreement has been concluded and its execution.
9.4. Unless otherwise agreed to in writing, Stafa shall effect payment within sixty (60) days after accepting the relevant consignment and the appropriate invoice has been issued.
9.5. Stafa shall be entitled to suspend payment where it discovers a deficiency affecting the goods concerned or their installation or assembly where applicable.
9.6. Stafa shall be entitled to set off any amount which a Contracting Party owes it against the amount stipulated in the relevant invoice.
9.7. Under no circumstances shall payment amount to a waiver of any right to reconsider the execution of the relevant agreement.
9.8. Where payment is effected in advance or in instalments, Stafa shall be entitled to require the relevant Contracting Party to provide security which it deems to be appropriate to secure their compliance. Should the Contracting Party fail to do so by the stipulated deadline, they shall be in default. In this case Stafa shall be entitled to cancel the relevant agreement and to recover any loss from the Contracting Party concerned.

Article 10. Warranties

10.1. Should it appear that a consignment fails to comply with the provisions of Article 4 of these terms and conditions within the term of the relevant warranty, when first requested to do so by Stafa and acting at the latter's discretion, the Contracting Party concerned shall immediately replace, repair or rework it subject to any other rights which Stafa holds under the law.
10.2. In the event that a Contracting Party continues to fail to comply with its obligations pursuant to a warranty, Stafa shall be entitled to proceed with such replacement, repair or reworking with the aid of any other party at that Contracting Party's expense. Stafa shall notify the Contracting Party that it is availing itself of this right and shall do this beforehand in so far as it is possible for it to do so.
10.3. Where the parties do not agree on a term of warranty, such term shall amount to thirteen (13) months as of the date of delivery (or handover).
10.4. In the case of any goods which are intended to be incorporated into products, installations or systems the term of warranty shall commence at such time as those products, installations or systems are delivered or handed over, subject to the proviso that the term of warranty shall expire no less than twenty-four (24) months after the date on which those goods are delivered.
10.5. A new term of warranty which is identical to the original shall apply in respect of any parts that have been replaced, repaired or reworked.

Article 11. Passing of ownership and risks

11.1. A Contracting Party shall bear any risks pertaining to a consignment until it arrives at the agreed place of delivery and Stafa accepts it in writing. Ownership of any goods shall pass to Stafa after they are delivered and are assembled or installed where necessary.
11.2. Any model, sample, mould, drawing and the like which a Contracting Party acquires or manufactures for the purposes of delivery shall be deemed to have been supplied to that Contracting Party when such article(s) is or are delivered to them or they produce same.
11.3. Where Stafa supplies any item to a Contracting Party for the purposes of a delivery, it shall become or remain Stafa's property and the Contracting Party shall have a duty to hold such item, ensuring that it is clearly marked as Stafa's property.



11.4. Any goods that are created through accession, accretion or otherwise shall become the property of Stafa at the time when they are created. A Contracting Party shall be deemed to have created such goods for Stafa and shall hold them as Stafa's property. A Contracting Party shall point out Stafa's proprietary rights to any party that wishes to effect recovery in relation to those goods.

11.5. Subject to the provisions of these terms and conditions, a Contracting Party shall only use the items referred to in this article for the purposes of effecting delivery to or carrying out work for Stafa and shall not show them to any other party, unless Stafa explicitly consents to this in writing.

11.6. A Contracting Party shall bear any risks pertaining to loss or damage and shall have a duty to insure such risks at their own expense.

Article 12. Liability

12.1. A Contracting Party shall be liable for any loss which Stafa suffers as a result of any failure on the part of that Contracting Party to comply with the relevant agreement, to do so properly or on time, or due to their failure to comply with any other contractual or non-contractual obligation. This shall explicitly include loss of turnover or profit, loss due to the disruption of business or any other consequential loss which Stafa and/or any other party may suffer as a result.

12.2. A Contracting Party shall indemnify Stafa against any claim filed by a third party against Stafa in relation to an agreement concluded with that Contracting Party, which is deemed to include any claim pursuant to a defect in any goods which the Contracting Party has delivered to Stafa and/or pursuant to an infringement of copyright or any other right.

12.3. A Contracting Party shall be liable in relation to Stafa for any harm which the Contracting Party, the latter's staff or anyone else involved in their execution of an agreement inflicts on Stafa, any person who works for Stafa or on the latter's premises and/or its clients.

12.4. A Contracting Party shall take out and maintain appropriate insurance in relation to its liability towards Stafa under the law and/or the relevant agreement, and shall also take out and maintain insurance to cover all risks pertaining to its business operations which are insurable subject to normal terms and conditions. If requested to do so by Stafa, a Contracting Party shall immediately present the relevant policies and proof that the premiums have been paid (or certified copies thereof).

12.5. A Contracting Party is hereby deemed to have assigned to Stafa in advance all entitlement to a payout of insurance monies in so far as they pertain to any loss in respect of which that Contracting Party is liable towards Stafa.

Article 13. Cancellation

13.1. Subject to any other rights that Stafa holds, the latter shall be entitled to cancel all or part of an agreement by means of a written statement to that effect in the absence of any further notice of default in the event that:

- the relevant Contracting Party fails to comply with one (1) or more of its obligations pursuant to that agreement;
- the Contracting Party concerned has been declared bankrupt, has applied for a moratorium on payments, the Debt Management (Natural Persons) Act [Wet Schuldsanering Natuurlijke Personen] has become applicable, the Contracting Party has closed down or liquidated their business, a substantial part of their assets have been attached or they have transferred their business to another party.

13.2. In the case of such cancellation the relevant Contracting Party shall always bear any risks associated with goods that have already been delivered.

13.3. The relevant Contracting Party shall immediately refund all that Stafa has already paid with regard to the agreement which has been cancelled.

13.4. In the event that a Contracting Party claims that they are not culpable for one (1) or more instance(s) of non-compliance and Stafa concurs with such claim, Stafa shall nevertheless be entitled to cancel the relevant agreement. In such a situation the parties shall not bill each other for any loss.

Article 14. Duty to provide information and of non-disclosure

14.1. A Contracting Party shall supply Stafa with any information concerning a consignment which could be important to Stafa.

14.2. A Contracting Party shall notify Stafa of any modification of a product or its packaging.

14.3. In the event that an organisational change occurs which could affect the execution of an agreement, the relevant Contracting Party shall immediately notify Stafa accordingly.

14.4. A Contracting Party shall not disclose any confidential information concerning deliveries made to or work carried out for Stafa to any of its own staff who are not involved in such deliveries, nor to any other party, unless Stafa has given its prior written consent for this.

14.5. In the absence of Stafa's prior written consent, a Contracting Party shall not be permitted to use Stafa's name in any advertisements or other business publicity materials.

14.6. A Contracting Party shall be entitled to use any information which Stafa supplies but only in connection with the relevant agreement. Such information shall remain Stafa's property.

14.7. Unless otherwise agreed to in writing, a Contracting Party shall respect the intellectual property rights referred to in Article 5.

14.8. In the event that a Contracting Party acts in breach of the provisions of these procurement terms and conditions, they shall be liable to pay Stafa a penalty, payable with immediate effect, the amount of which is still to be determined based on the value of the loss suffered. The imposition, collection or setoff of such a penalty shall not affect Stafa's right to compliance, full compensation or annulment.

Article 15. Assignment of rights and duties, and outsourcing

15.1. A Contracting Party shall not outsource delivery or part thereof (or any work therefor) to any other party, nor shall it assign all or part of its rights and duties arising pursuant to the relevant agreement to such other party without Stafa's prior written consent. Such consent may be rendered subject to reasonable conditions.

15.2. In the event that a Contracting Party's obligations (or part thereof) pursuant to an agreement are assigned to another party, the Contracting Party shall have a duty to inform Stafa of the security which has been tendered to secure the remittance of the VAT, salary tax and social insurance premiums which have been legally stipulated for employers.

Article 16. Governing law, disputes and location of terms and conditions

16.1. Any agreement concluded by Stafa and a Contracting Party with each other shall be governed by and construed in accordance with the law of the Netherlands. This clause shall also apply where all or part of an agreement is executed abroad or where a party to the relevant legal relations is domiciled abroad.

16.2. Any dispute of any nature whatsoever pursuant or in relation to an agreement into which Stafa has entered shall be adjudicated by the District Court of 's-Hertogenbosch in the Netherlands, unless Stafa and the relevant Contracting Party consent to submit it to arbitration.

Nevertheless, Stafa reserves the right to summons a Contracting Party to appear before a competent court of law in the place where the Contracting Party has its registered office.

16.3. The Vienna Sales Convention (CISG) shall not apply, nor shall any other international arrangement whose exclusion is permitted. The parties may agree to some other form of dispute resolution, such as arbitration or mediation.

16.4. These terms and conditions have been lodged with the Chamber of Commerce in Eindhoven, the Netherlands, under Number 17075593 and Stafa shall send them free of charge on request.

16.5. The last version which has been lodged or the version which applied at the time when the relevant legal relations with Stafa came into being shall always apply.

16.6. The Dutch text of these terms and conditions shall always be final for the purposes of their interpretation.

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