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1. Object of the contract/Decisive conditions

The legal relationships between the SUPPLIER and its contractual partner (PERFECT COAT) comply with the following conditions and other possible agreements (framework contracts, individual contracts). The SUPPLIER'S contractual partner is the respective PERFECT COAT company with which the contract was concluded. Modifications and additions must be made in writing. The general terms and conditions of the SUPPLIER are not applicable in general and even if they have not been explicitly opposed in an isolated case.

The SUPPLIER is under obligation to comply with the Code of Conduct. This Code of Conduct is an integrative part of these terms and conditions of purchase and can be called on the link www.perfectcoat.nl.

2. Purchase order/delivery schedules

2.1. Delivery contracts (purchase order and acceptance) must be made in writing subject to clause 2.4. Delivery schedules (clause 2.6) and/or individual purchase orders can be provided in writing or via remote data transmission. The SUPPLIER is under obligation to deliver the ordered goods/manufacture the delivery items for which there is a price agreement/an individual contract/a specification. The obligations of the SUPPLIER also consist of procuring and planning for all the necessary primary materials.

2.2. Prices and conditions (freight basis, packaging) are stipulated in the purchase order. Price modifications in the order confirmation of the SUPPLIER require an additional written acknowledgement from PERFECT COAT.

2.3. If the SUPPLIER does not accept the purchase order within two weeks of its receipt, PERFECT COAT is authorised to revoke it.

2.4. Delivery contracts are considered to have been concluded successfully even when the SUPPLIER has started with the delivery of the order.

2.5. PERFECT COAT can demand changes in the construction and design of the delivery item. The resulting extra or reduced costs as well as delivery dates must be regulated appropriately and amicably.

2.6. Provided there is no individual purchase order, the non-binding, anticipated requirement for the following months shall be notified to the SUPPLIER in the customer delivery schedules among other things.

2.7. The LOGISTICS REQUIREMENTS SPECIFICATION in the respective valid version at the time of placing the order is applicable for all deliveries; it can be called on the homepage www.perfectcoat.nl.

3. Correspondence

The entire, contract-relevant correspondence that is addressed to PERFECT COAT must be carried out with the Purchasing department - by specifying the code mentioned on the purchase order, especially the order number. Agreements with other departments, provided agreements need to be made which modify the points specified in the contract, require the explicit approval of the "Purchasing" department.

4. Prices and payment/risk assumption/shipping clauses

4.1. The valid prices are specified in the individual contracts/(call-off) framework contracts concluded between PERFECT COAT and the SUPPLIER.

4.2. The agreed prices are applicable such that delivery to the receiving centre is free including packaging in accordance with that version of the Incoterms that was valid at the time of placing the order (currently Incoterms 2010: DDP) provided no other written agreements have been made. The statutory VAT is not included in the price. The risk is passed on to PERFECT COAT only after delivery to PERFECT COAT. The Incoterms in the version valid at the time of placing the order are valid for all the commercial terms.

4.3. The payment is made in accordance with the regulations in the purchase order.

4.4. If premature deliveries are accepted, the maturity depends on the agreed delivery date.

5. Invoices, payment terms of the receivables and delivery note

5.1. The invoices must meet the respective statutory regulations and two copies of the same must be sent separately immediately after delivery and thus need not be enclosed with the consignment. The duplicate must be clearly marked as such. The invoices must contain the purchase order number and delivery note number mentioned by PERFECT COAT as well as the name of PERFECT COAT (person responsible).

5.2. In case of an incorrect delivery, PERFECT COAT is authorised to withhold the payment in proportion to the value until proper fulfilment.

5.3. The SUPPLIER, without prior approval of PERFECT COAT, which may not be refused unreasonably, is not authorised to transfer its claims against PERFECT COAT or get them settled from a third party. Contrary to clause 1, if the SUPPLIER assigns his claims against PERFECT COAT without its approval to a third party, the assignment is nevertheless effective. PERFECT COAT can however,

according to its own choice, have a liberating effect on the SUPPLIER or the third party.

5.4. Irrespective of the other statutory rights, PERFECT COAT is authorised to settle pending claims against the SUPPLIER in return for particular liabilities towards them.

6. Delivery terms, schedules and deadlines, reservation of the right to rescind

6.1. Agreed dates and deadlines are binding. The receipt of the goods at the plant to be supplied is decisive for complying with the delivery date or the delivery deadline. The deliveries must be made in accordance with the instructions of PERFECT COAT. The SUPPLIER shall always provide the goods on time taking into account the standard time for loading and shipping.

6.2. As soon as the SUPPLIER realises that there may be difficulties as regards the production, primary material supply, compliance with the dates or similar circumstances, which will prevent him from delivering or delivering the agreed quality as per schedule, the SUPPLIER shall immediately notify the procurement manager of the accepting plant and the "Purchasing" department of PERFECT COAT. The obligation to comply with the agreed dates remains unaffected thereof.

6.3. If the SUPPLIER does not comply with his liability even after expiry of an appropriate grace period that is to be set by PERFECT COAT (except in case of an agreed just-in-time delivery) after the due date or if insolvency proceedings regarding his assets are applied for, PERFECT COAT is authorised to withdraw from the contract for the part that has not been fulfilled.

6.4. Partial deliveries are permissible only after an explicit approval of PERFECT COAT.

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7. Delay in delivery

7.1. In case of a delay on part of the SUPPLIER, PERFECT COAT can get the services not yet provided by the SUPPLIER from a third party at the expense of the SUPPLIER or withdraw from the contract after unsuccessful expiry of an appropriate grace period set by it. In case of a delay, the SUPPLIER is under obligation to compensate for the damage caused by the delay. The costs (also additional costs because of an accelerated delivery to PERFECT COAT customers that was necessary) incurred due to the delay are entirely charged to the SUPPLIER.

7.2. PERFECT COAT is authorised to demand a contractual penalty of 0.5% per started week, however a total of maximum 5% of the total order value of the delivery from the SUPPLIER from the time of start of the delay in delivery, unless the SUPPLIER proves that PERFECT COAT has actually not suffered any damage or significantly less damage, however at least about 10%. Statutory claims and rights of PERFECT COAT in case of delay however remain unaffected thereof. If PERFECT COAT proves that it has suffered damage exceeding the lump sum amount specified in clause 1, the claim is not excluded hereby.

8. Force majeure

Force majeure, labour disputes, unrest, government measures and other unforeseeable, unavoidable and serious events relieve the contractual partner from the liabilities for the duration of the interruption and to the extent of their effect. This is also applicable if events occur at a time at which the relevant contractual partner is in default. The contractual partners are under obligation to immediately provide the necessary information within the reasonable scope and adapt their obligations to the modified conditions in good faith and trust.

9. Quality/documentation/quality assurance agreement

9.1. The SUPPLIER is under obligation to comply with the quality assurance agreement of PERFECT COAT, which can be called on the homepage www.perfectcoat.nl, Purchasing department. The regulations of the quality assurance agreement are a part of every individual order.

9.2. For his deliveries, the SUPPLIER must comply with the latest accepted rules of technology, the applicable safety regulations and the agreed technical data. Changes to the delivery item require the prior written approval of PERFECT COAT.

9.3. Additional requirements with respect to the quality of the delivered goods within the scope of the quality assurance agreement concluded with the SUPPLIER remain unaffected.

10. Liability for defects

10.1. Externally recognisable deviations from quality and quantity as well as damages in transit shall be considered to be disputed on time if PERFECT COAT notifies them to the supplier within three working days since the receipt of the goods at PERFECT COAT. Hidden material defects shall also be considered to have been disputed on time if they are notified to the supplier within three working days of their discovery. In case of defects in deliveries, the SUPPLIER must immediately ensure remedial measures (replacements, sorting operations or reworking, etc.).

10.2. The SUPPLIER guarantees and assures that all the services shall meet the agreed procurement criteria and properties, the latest accepted rules of technology, the relevant statutory regulations and the instructions and guidelines of authorities, trade associations and professional associations, especially DIN, VDA and AIAG standards. If a deviation from these instructions is necessary in an isolated case, the SUPPLIER must obtain the written approval for this from PERFECT COAT. The guarantee of the SUPPLIER is not restricted by this approval.

10.3. If there are any objections to the type of construction desired by PERFECT COAT, the SUPPLIER must immediately notify this in writing. Only authorised objections shall affect the binding force of the originally scheduled delivery date.

10.4. PERFECT COAT is entitled to the statutory warranty claims without restrictions.

10.5. If the SUPPLIER does not culpably fulfil his supplementary performance obligation within an appropriate deadline (it can also be just a few hours in case of an agreed just-in-time supply) set by PERFECT COAT or if the SUPPLIER culpably does not start rectifying the defects immediately after such a deadline is set or if the supplementary performance has been wrongfully refused by the SUPPLIER or if it has been missed or it is unreasonable for PERFECT COAT, especially in case of a risk of delay, PERFECT COAT, in all these cases, can take the desired measures either itself or get it done from a third party at the costs and risk of the SUPPLIER and notwithstanding the warranty obligation of the SUPPLIER.

10.6. The warranty period ends 24 months after the goods have been delivered to PERFECT COAT in case of finished and/or installed parts of the SUPPLIER. The statutory warranty period is applicable in all other cases. The individual contract can fix deviating warranty periods.

10.7. The limitation of the warranty claims of PERFECT COAT owing to a delivery defect notified within the warranty period is restrained for at the most 12 months after notification of the defects. If a material defect is found within six months since the passing of the risk, it is assumed that the defect was already present during the passing of the risk, unless this assumption is incompatible with the type of the material or the fault.

10.8. If a delivered product is used in an end product, which is sold to a consumer, and if PERFECT COAT is obligated to take back the products manufactured and/or sold by it owing to the defectiveness of the product delivered by the SUPPLIER or if the cost price is reduced for PERFECT COAT because of that or if PERFECT COAT is therefore called on in other ways because of that, PERFECT COAT reserves the right to recourse to the SUPPLIER where an otherwise necessary deadline is not required for his rights arising from product defects. PERFECT COAT can demand compensation for the expenses from the SUPPLIER, which PERFECT COAT had to bear for his customer because he has a claim for compensation of the expenses, especially transport, travel, labour and material costs, required for the purpose of the supplementary performance against PERFECT COAT. Irrespective of the regulation in clauses 10.6 and 10.7 (limitation of the warranty claims), the limitation in the above mentioned cases takes place at the earliest two months after the period in which PERFECT COAT meets the demands of its customers, however at the latest five years after delivery by the SUPPLIER.

11. Liability

11.1. If PERFECT COAT is called on by a third party owing to a no-fault liability, the SUPPLIER exempts PERFECT COAT insofar as he would have direct liability towards the third party because of dangers which result from his sphere.

11.2. The SUPPLIER is under obligation to reimburse all the expenses in accordance with dutch law, which are incurred from or in connection with a recall carried out by PERFECT COAT and/or its customer if the recall was offered to avert a possible risk owing to a defect in the delivery of the SUPPLIER. If PERFECT COAT also contributed to the recall due to gross negligence of his inspection and objection duties relating to the delivery or another grossly negligent breach of duty and if his contributory negligence was significant, the obligation to reimburse reduces proportionately in accordance with the contributory negligence of PERFECT COAT and the degree of PERFECT COAT's fault. PERFECT COAT shall - if possible and reasonable - inform the SUPPLIER about the content and scope of the recall measures to be taken and give him an opportunity to make representations.

11.3. In the events of damage, PERFECT COAT gives the SUPPLIER a chance for investigation. The contractual partners shall try to find a

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coordinated position regarding the measures to be taken in connection with the claims settlement.

11.4. Except when otherwise stipulated in an isolated case, the SUPPLIER is under obligation to have a lump sum product liability insurance with a cover of 5 million euros for every personal injury/material damage; if PERFECT COAT is entitled to other claims for compensation, they remain untouched. If requested by PERFECT COAT at any time, the SUPPLIER must prove that the liability insurance policy has been taken out and is being maintained.

11.5. Unless otherwise regulated in these terms and conditions of purchase, the liability of the SUPPLIER is determined in accordance with the statutory regulations.

12. Patentable inventions, property rights of third parties, defect of title

12.1. If common activities of the parties, especially in the field of development, result in production processes or materials that are patentable, the parties shall separately agree upon the conditions of the application and use of this expertise. This agreement must definitely not lead to an increase in the prices for the contractual products.

12.2. The SUPPLIER is responsible for ensuring that the property rights of third parties are not violated while using the delivery items as stipulated in the contract and that his deliveries are also free from other defects of title.

12.3. The SUPPLIER relieves PERFECT COAT and its customers from all third-party claims because of violations of rights as defined by clause 12.2.

12.4. The contractual partner is under obligation to immediately inform himself about the claims made by third parties owing to a violation of the property rights or owing to defects of title and give himself a chance to amicably counteract corresponding claims.

13. Non-disclosure

13.1. The contractual partners are under obligation to treat all non-obvious, business and technical details, which have been disclosed to them through the business relationship, as a trade secret.

13.2. Especially drawings, models, templates, samples and similar objects must not be provided or otherwise made accessible to unauthorised third parties. The duplication of such objects and use of such information is permissible only within the scope of the contractual agreement, the company requirements and copyright regulations.

13.3. Sub-suppliers must be obligated correspondingly.

14. Safety and environmental regulations

14.1. The deliveries must meet the safety and protection regulations such as those that have been specified in the relevant regulations and the respective order. The protective devices required according to this must also be delivered without any separate order.

14.2. The displayed fire protection order must be adhered to by the SUPPLIER during the construction, repair, assembly and installation work in the premises of PERFECT COAT. The SUPPLIER can request for it from the Production Management of PERFECT COAT.

14.3. The risk for the constructed buildings, steel constructions, machines and other equipment is passed on to PERFECT COAT only after acceptance by an authorised PERFECT COAT representative.

15. Using manufacturing equipment and confidential details of PERFECT COAT

15.1. Drawings and other documents, devices, models, tools and other manufacturing equipment which have been provided to the SUPPLIER by PERFECT COAT remain the property of PERFECT COAT and may be used for purposes other than deliveries to PERFECT COAT only after prior written approval of PERFECT COAT.

15.2. The supplier is under obligation to take care of, maintain and service the manufacturing equipment.

15.3. Other agreements or deviating agreements are made in separate contracts (tool agreement).

16. General regulations

16.1. The law of the Netherlands with the exception of the UN Convention on Contracts for the International Sale of Goods is solely applicable.

16.2 The place of fulfilment for all mutual obligations is the headquarters of the contractual partner of the SUPPLIER.

16.3. If the SUPPLIER is a businessman as defined by the Dutch Chamber of Commerce, legal entity of the public law or a special property under public law, the headquarters of the contractual partner of the SUPPLIER is the sole - also international - place of jurisdiction (the respective PERFECT COAT Group); however, PERFECT COAT is authorised to sue the SUPPLIER even at his place of business.