

General Purchasing Conditions

1. Applicability and formation of agreements

1.1 Unless otherwise agreed, these General Purchasing Conditions apply to the deliveries and services of the supplier. Therefore other general terms and conditions, more specifically those of the supplier, do not apply if they are not expressly objected to in an individual case or if the ordered goods or services are accepted without reservation.

1.2 These General Purchasing Conditions apply solely to natural or legal persons acting in the conduct of a profession or business.

1.3 The order and acceptance of the order ("Order Confirmation") as well as all arrangements made between the buyer and supplier for the performance of the agreement must be set out in writing. In writing is also taken to mean sending it by telefax, remote data transmission or email.

1.4 The supplier must accept the order within two weeks by sending an Order Confirmation. If the supplier does not accept the order within two weeks, the buyer may revoke the order.

2. Delivery, place of performance and the consequences of exceeding time limits

2.1 The agreed time limits are binding. The buyer must promptly be informed of any circumstances that render it impossible to meet the time limits or that lead to delays. For the observance of the time limit for the delivery/service, receipt of the goods or the completion of the service at the buyer or at the place of delivery/service mentioned in the order ("Place of Performance") is decisive.

2.2 The consent of the buyer is required for deliveries in instalments.

2.3 If a delivery or service is delayed, the buyer may demand the payment of a fixed penalty for delay of 1% of the value of the delivery/service per completed week of the delayed delivery, up to a maximum of 10% of the value of the agreement to which the delayed delivery/service relates. This applies without prejudice to more extensive statutory rights (rescission and damages). Reliance on demonstrated higher losses is reserved to the buyer; demonstrating that the losses are substantially lower or that no losses have been incurred is reserved to the supplier.

2.4 Accepting the delayed delivery or service without reservation does not mean that the buyer relinquishes any right to damages to which it is entitled on the grounds of the delayed delivery or service.

3. Spare parts

The supplier will ensure that spare parts for the goods delivered can be delivered for a period of at least 10 years after the production series is terminated. During this period, the means and drawings required for manufacturing the parts will also be kept. The obligation to keep the spare parts lapses after the end of this period and after the buyer's written consent. This may only be refused for urgent cause.

4. Prices, transfer of risk and terms of payment

4.1 The price mentioned in the order is binding. The delivery is made at the agreed place of destination in line with the DAP Incoterms 2010. The prices are based on delivery at the agreed place of destination in line with the DAP Incoterms 2010

including packaging. The prices are exclusive of the statutory Dutch VAT.

4.2 Invoices must be sent to the address stated in the order with reference to the order number. As long as the order number is missing, invoices do not have to be paid and will be returned to the supplier; delays caused as a result of this cannot be held against the buyer. A separate invoice must be drawn up for every order. The invoice must be structured in line with the order. Any deposit, partial and final invoices must be referenced as such. If activities have been carried out, a performance receipt (report) signed by the buyer and the supplier must accompany the invoices.

4.3 The net payment of the invoice will be made within 30 days after the delivery or service and the receipt of the invoice by the buyer.

5. Acceptance

If the supplier is to carry out activities, the buyer must formally accept them. The buyer may accept them, at the buyer's discretion, at the supplier's plant or at the Place of Performance. Payments without reservation neither constitute acceptance nor approval of the delivered goods or services, nor a waiver of rights with respect to defective products/services.

6. Shipment

6.1 The buyer must be notified of the shipment of the good when the delivery leaves the supplier's plant at the latest.

6.2 The supplier must state the order number and the buyer's exact delivery address on all shipping documents and packing slips. If the supplier fails to do so, it will be liable for any delays resulting from it.

6.3 Shipments for which the buyer must pay the transport costs, either fully or in part, must be carried at the most favourable transport rates or according to the buyer's transport regulations.

6.4 The applicable transport regulations are stated in the order.

7. Packaging

7.1 The supplier must package the goods in line with the order and according to the applicable regulations for the requisite transport in a manner that prevents damage from ordinary handling of the goods.

7.2 Regardless of whether the packaging is transport or sale packaging or repackaging, the supplier states that it is prepared to take back the packaging after use at no charge and to recycle or process it.

8. Complaints

The buyer will check incoming deliveries as to quantity, transport-related damage and visible defects, to the extent and as soon as this is possible according to the customary processing. The supplier will be notified of defects within five working days after they are detected. The supplier waives reliance on a late complaint to that extent. The buyer reserves the right to carry out a more extensive inspection of the incoming goods.

9. Liability for defects

9.1 The supplier warrants to the buyer that the purchased goods or the ordered services do not have any defects (including legal defects) when the risk is transferred.

9.2 If the buyer notifies the supplier of the purpose and place of the use of the goods to be delivered, the latter warrants that the delivered goods or services rendered are suited to that purpose or this place.

9.3 If there is a defect (including a legal defect), the buyer will have all the applicable legal rights relating to defective goods/services at its disposal.

9.4 The right to choose the kind of performance of the agreement in the event of non-conformity is in principle reserved to the buyer. If the supplier fails to start to perform the agreement, i.e. to remedy the defects or deliver alternative goods/services, immediately after the buyer's request, the latter is entitled in such cases, and to avoid danger or to prevent/reduce losses, to carry out the performance chosen by the buyer or have this performed by third parties at the supplier's expense. The buyer has the same right if the remedy of the defects or the alternative provision of goods/services fails or is refused.

9.5 If costs arise for assembly or disassembly in relation to the performance resulting from the defect, the supplier must bear these costs as well as the transport costs of the spare part to/from the place of destination in those cases in which it was obliged to assemble the delivered goods in the context of the delivery or if the defect must be attributed to it.

9.6 If the buyer is held liable by third parties, because third-party rights were breached by the delivery/service by the supplier, the latter must indemnify the buyer, at the buyer's first request, against such third-party claims. The supplier's obligation to indemnify the buyer covers all costs that the buyer must necessarily incur as a result of or in relation to such third-party claims.

9.7 Rights on account of defective goods become barred after 36 months following the receipt of the goods at the Place of Performance or after acceptance of the activities. If the supplier performs its obligation to deliver alternative goods, the limitation period for the alternative goods delivered starts once more after their delivery.

10. Software

The buyer obtains the right of use to the software, including documentation, that pertains to the goods to be delivered, including the agreed performance characteristics and in the scale required or legally permissible for use of the software in accordance with the terms of the contract. The supplier checks the software prior to delivery or installation on the system of the buyer or its end user for viruses, Trojan horses and other computer bugs by means of current anti-virus programs in line with the market. Software purchases are moreover governed by the additional purchasing conditions for software, These can be found at <http://www.Voith.com>.

11. Quality control

11.1 The supplier undertakes to ensure permanent quality control of its goods by means of a suitable system for quality control, e.g. NEN-EN-ISO 9001 et seq. or equivalent, and by means of quality assessments and inspections, during and after the production of its goods, which are listed by the buyer or are otherwise suitable. The supplier must draw up records of these assessments and keep them for a period of 10 years.

11.2 The buyer or a person designated by the buyer is entitled to demand proof of the contractually owed quality of the delivered goods or services rendered and of the quality control system

from the supplier and to verify at any given moment the quality or the nature of the performance of the assessments and inspections at the plant of the supplier or its sub-suppliers and to perform tests or an audit at the plant of the supplier or its sub-suppliers at the supplier's expense.

11.3 The supplier must promptly and on its own initiative notify the buyer of any changes in the composition of the processed materials or in the construction of its deliveries or services in the form as determined in para. 1.3. The buyer's written consent is required for the changes.

11.4 In as far as the supplier would like to have a sub-supplier fully or predominantly carry out deliveries or services, it must notify the buyer of this in advance. This requires the buyer's written consent.

11.5 The buyer's guidelines on quality control provided to the supplier or the arrangements made with the supplier as regards quality control are part of the agreement.

12. Introducing products to the market and product liability

12.1 The supplier undertakes to observe the legal regulations applicable in its domicile and at the Place of Performance.

12.2 Upon the delivery of products that fall within the scope of application of EU directives concerning the internal market with regard to introducing products to the market, such as the EC Machinery Directive, the Pressure Equipment Directive, EMC Directive, etc., the supplier undertakes to observe the applicable safety and health requirements as well as the procedures and to draw up the documents required in those Directives. For partly completed machines within the meaning of EC Machinery Directive no. 2006/42/EC, the supplier must hand the buyer a declaration of incorporation referred to in Annex II B to the EC Machinery Directive in the form desired by the buyer (extensive declaration of incorporation) as well as, additionally, the instructions referred to in Annex I at 1.7.4 to the EC Machinery Directive. At the buyer's request and discretion, the supplier must hand its risk assessment to the buyer or allow the latter to read it.

12.3 In as far as the supplier is responsible for damage other than in the goods delivered and the buyer is held liable on the grounds of statutory product liability, the supplier must indemnify the buyer, at the buyer's first request, against any third-party claims for damages, to the extent that the cause of the damage lies within the scope of the supplier's responsibility and the latter is itself liable to third parties.

12.4 Within the scope of its liability in line with para. 12.3 the supplier must also compensate any costs incurred by the buyer arising from or in relation to a warning or recall action carried out by the buyer. The buyer must, to the extent possible and to the extent it can be demanded from the buyer, inform the supplier of the content and scope of the measures to be implemented and coordinate these with the supplier. This applies without prejudice to other statutory claims ensuing from product liability.

12.5 The supplier undertakes to take out product liability insurance covering at least EUR 1,000,000.00 per incident. This will not affect any further reaching rights to damages that the buyer may have.

13. Safety in the work place, the environment and conflict minerals

13.1 The supplier must ensure that its deliveries and services comply with the regulations that apply in the buyer's field or at the Place of Performance known to the supplier concerning environmental protection, accident prevention and a safe work place, as well as other health and safety regulations for the

prevention or reduction of hazards to people and the environment. To do so, the supplier will set up and further develop a management system, e.g. in line with NEN-EN-ISO 14001 or equivalent. Where appropriate, the buyer may demand proof of the management system used by the supplier and carry out an audit at the supplier's business.

13.2 The supplier ensures that it will comply with the requirements of the EU Regulation on chemicals (REACH) (Regulation (EC) No 1907/2006), more specifically that the chemicals are registered. The buyer is not obliged to apply for authorisation for a good delivered by the supplier in the context of the REACH Regulation.

13.3 The supplier must also ensure that it will not deliver goods that contain substances referred to in Annexes 1 to 9 to the REACH Regulation, Council Decision 2006/507/EC (Stockholm Convention on Persistent Organic Pollutants), EC Regulation 1005/2009 on substances that deplete the ozone layer, the Global Automotive Declarable Substance List (GADSL) and the Restriction on Hazardous Substances Directive 2002/95/EC for products in accordance with their scope of application. All the directives listed in their applicable version.

13.4 If the delivered goods contain substances listed in the Candidate List of Substances of Very High Concern (SVHC list) in line with REACH, the supplier must promptly notify the buyer of this. The same applies in the case of pending deliveries if substances that were previously not on the list are then included on the list. The deliveries may moreover not contain asbestos, biocides or radioactive materials.

13.5 If substances referred to in paras. 13.3 and 13.4 are present in the delivered goods, the supplier must notify the buyer of this in writing prior to the delivery with reference to the substance, the identification number (e.g. CAS no.) and an up-to-date safety information page. Separate clearance by the buyer is required for the delivery of these goods.

13.6 By taking reasonable measures in its organisation and in relation to its own chain of suppliers, the supplier must ensure that the products to be delivered to the buyer do not contain 'conflict minerals' within the meaning of sections 1502 and 1504 of the American Dodd-Frank Act (in particular the columbite-tantalite (coltan), tin, wolframite and gold as well as their derivatives coming from the Democratic Republic of Congo and its neighbouring countries).

13.7 The supplier must indemnify the buyer against liability in connection with the supplier's violation of the aforementioned regulations or indemnify the buyer for the damage it suffers on the grounds of the violation of the regulations by the supplier or related damage.

13.8 The supplier must moreover take account of the regulations that apply to the disposal of waste and residuals and alert the buyer to any requirements regarding the treatment, storage and disposal of products.

14. Retention of title, models, tools and confidentiality

14.1 The supplier's rights to retention of title are not acknowledged.

14.2 In as far as the buyer makes substances, parts, boxes and such like available to the supplier, it retains ownership of them. These parts are processed or changed for the buyer's benefit. If the retained good is processed with other goods not belonging to the buyer, the latter becomes co-owner of the new item in accordance with the value of the buyer's item compared to the other goods processed at the time of that processing.

14.3 Models and tools that are produced by the supplier at the buyer's expense become the buyer's property after payment. The supplier must handle them with due care, only use them for the

production of the ordered goods, classify them as the buyer's property and, where possible, store them separately from its other products and insure them at its own expense against calamities such as fire, floods, theft, loss and other damage. The supplier must carry out all necessary and timely servicing and inspection work as well as maintenance on and repairs to the tools at its own expense. The supplier may not resell the parts produced with these models and tools without the buyer's express, written consent.

14.4 The buyer's documents, drawings, plans and sketches as well as other know-how that the buyer makes available to the supplier for the production of the ordered goods and/or services irrespective of the form will remain the buyer's property. They are the buyer's trade secrets and must be treated confidentially. The supplier undertakes to treat them with due care, to only make them available to the staff members who need them to perform the agreement and who in turn are also bound by confidentiality, to not make them available to third parties, to only produce copies to perform the order and after the provision of the delivery/service to return all documents including copies to the buyer or destroy them at the buyer's discretion.

15. Privacy

The buyer may collect, store, use and forward the supplier's personal data where this is required for the performance of the legal act or to the extent that the persons involved have consented to it. The persons involved may receive information with regard to the data stored in relation to them and to the processing and use of that data. Any requests for information or reliance on further rights of the persons involved must at all times be addressed to the buyer and will be granted in accordance with the applicable national laws.

16. Origin of the goods and export control

16.1 At the buyer's request, the supplier must hand over the receipt of origin that complies with the legal requirements applicable on the date it was drawn up. It will make this available to the buyer at no cost. If a long-term supplier's declaration is being used, the supplier must notify the buyer of changes to the origin on its own initiative when it accepts the order. The actual country of origin must in any event be stated in the documents, even if there is no preferential treatment.

16.2 The supplier must inform the buyer of any approval requirements for the export or re-export of its goods in accordance with Dutch, European, American and other applicable export and customs provisions. To that end, the supplier will provide the following information, where it is not already included in its offer, in the Order Confirmation and on every invoice for the item in question: the statistical goods code, the number of the export control list of the EC-Dual-Use Regulation in the applicable version or part I of the export control list and the ECCN (Export Control Classification Number) according to US export laws.

16.3 At the buyer's request, the supplier must provide the buyer in writing with any further data regarding the foreign trade relating to the goods and their components and promptly inform the buyer in writing of any changes to the data referred to in paras. 16.1 and 16.2.

16.4 If the supplier fails to provide these data or fails to inform the buyer of the correct data, the latter may rescind the agreement without prejudice to any other rights.

17. Right to rescind and terminate the agreement

Aside from the statutory rights to rescind, the buyer may moreover rescind the agreement if the supplier's financial

situation materially deteriorates or is at risk of deteriorating materially thus jeopardising the obligation to provide goods or services or the supplier is no longer able to pay or ceases to pay. The buyer may also rescind the agreement if the supplier comes under the control of a rival company of the buyer.

18. Corporate responsibility, code of conduct and minimum wage

18.1 Within the scope of corporate responsibility, the supplier confirms that it respects the statutory provisions, including the laws on the protection of the environment, employment laws and regulations regarding the health of employees and does not accept child and forced labour in or in relation to the production and sale of its goods or the provision of its services. On accepting the order the supplier moreover confirms that it will not accept any kind of bribery or corruption nor will it condone this. The buyer refers in that regard to the „VOITH Code of Conduct“ that applies within the VOITH group which can be found at <http://www.Voith.com>. The buyer expects the supplier to confirm that it will comply with the rules and principles set out in that code and support compliance with it.

18.2 The supplier specifically ensures that it will observe the applicable laws on the general minimum wage and will oblige the sub-contractors it uses to do the same. At the buyer's request, the supplier will demonstrate compliance with these laws. If this commitment is violated, the supplier will indemnify the buyer against any third-party claims and must pay the fines that may be imposed on the buyer in that regard.

19. General provisions

19.1 Persons who carry out activities at the site of the buyer or of its affiliated businesses to perform the agreement, must observe the provisions of the company regulations concerned. No liability for accidents of these persons at the plant is accepted, unless they are caused by the deliberate violation of obligations or gross negligence by our statutory representatives or their assistants.

19.2 The use of applications, orders and related correspondence for advertising purposes is not permitted. The supplier may only use the business relationship for advertising purposes or use it as a reference with the buyer's explicit written consent.

19.3 Claims may not be assigned without the buyer's explicit written consent.

19.4 The contractual relationship is governed solely by Dutch law excluding the applicability of private international law and the Vienna Sales Convention (CISG).

19.5 All disputes between the parties will be brought before the competent court in the buyer's domicile. The buyer may also seise the court in the supplier's domicile.

19.6 Any partial or full invalidity of separate provisions of these General Purchasing Conditions does not affect the validity of the other provisions.