

GENERAL PURCHASING TERMS AND CONDITIONS



General

The General Purchasing Terms and Conditions are applicable to all requests and orders made by Qblox B.V. for the provision of goods and/or services by the Supplier. These terms also govern any subsequent contract between Qblox and the Supplier, unless otherwise agreed upon in writing. Any General Terms and Conditions of the Supplier, or any other terms and conditions, are expressly excluded.

Order and order confirmation

Qblox is entitled to revoke any order it has placed, without any obligation to pay any remuneration or compensation, if Qblox does not receive confirmation of the order within fourteen days of the date of the order by means of a duly signed copy order. Should Supplier proceed with the delivery without any such confirmation and if Qblox then accepts performance thereof, the order shall only be valid as worded by Qblox, with the inclusion of these Terms and Conditions. Any alterations or additions made by Supplier on the copy of the order shall bind Qblox only if Qblox has accepted these explicitly in writing.

Performance

Supplier shall meet its obligations in accordance with the order, with due observance of Qblox's instructions and the delivery period(s), delivery conditions stated on the order and the place of delivery.

In case of incorrect addressing by the Supplier, the multiple freight costs shall be for his account. If prices have been agreed "ex-factory", deliveries must nevertheless be made carriage paid, in which case freight charges may be charged. If the goods are picked up by or on behalf of Qblox, the Supplier shall provide assistance in loading without charging any costs towards Qblox.

Supplier is required to provide Qblox, simultaneously with the delivery, with instructions for use, safety documentation, maintenance instructions, certificates, information concerning any export restrictions and other information necessary for making proper use of the goods and/or services. Partial deliveries are only permitted after obtaining Qblox's prior written approval.

Failure by Supplier to meet its obligations, including but not limited to delivery time, as set forth in the order shall entitle Qblox to cancel the order, without prior notice of default and without judicial intervention, by means of a written notice, without prejudice to any right of Qblox to claim damages. Such right to damage compensation shall take effect without prior notice of default. Cancellation of the order pursuant to the above shall not entitle Supplier to remuneration or compensation of any damages.

Supplier shall promptly inform Qblox, orally and in writing, indicating the reasons, of any circumstances that might endanger or endanger the timely or full performance of its obligations under the order.

Goods, resources and information

All goods which Qblox makes available to Supplier in order to make it possible for Supplier to comply with its obligations pursuant to the issued order, including goods to be processed or converted, shall remain Qblox's sole property and Supplier must mark these as such, insofar the marking has not already occurred. Supplier acknowledges that it holds respectively will keep the goods in custody for Qblox for the term of the order and shall only and solely use the pertaining goods for the performance of its obligations in accordance with Qblox's order. Supplier will make the pertaining goods available to Qblox forthwith on its first demand and, in any case, as soon as Supplier no longer needs the same for the performance of its obligations under the order without being entitled to exercise any rights of retention and without being entitled to dispose of the same.

All identification requirements specified in the order shall be strictly adhered to and clearly affixed: the supplier may be obliged in the event of non-compliance with the above to still carry out such identification at the delivery address.

Transfer of ownership

The ownership of and the risk with respect to the goods shall pass to Qblox promptly following delivery of the goods at the address stated in Qblox's order. Qblox is entitled to use all results, ensuing from any order for services it places, for its own purposes and for those of other companies within the Qblox group, without owing any additional compensation or remuneration to Supplier. Any intellectual property rights with respect to such results shall rest with Qblox. Insofar as such rights do not automatically belong to Qblox *ipso jure*, Supplier shall render all necessary assistance, on Qblox's first demand, for such rights to be transferred to Qblox without any charge. Supplier indemnifies Qblox against third-party claims due to (alleged) infringements relating to the matter and shall reimburse Qblox for any loss or damages consequently sustained.

Supplier shall be deemed to have automatically transferred to Qblox the ownership of any goods, obtained from processing or converting any goods made available by Qblox, and to keep them in custody for Qblox at Supplier's expense. If Qblox, notwithstanding the foregoing sentence, does not acquire ownership of the aforesaid goods, Supplier shall on Qblox's first demand render all assistance required to create a pledge, non-possessory or otherwise, on such goods for Qblox.

The provisions of this Article also apply to goods, such as drawings, models, moulds, dies, documentation and other documents that Supplier or third parties acting on Supplier's behalf, produce or purchase for the purposes of meeting Qblox's order. Supplier is deemed to have transferred such goods to Qblox's ownership immediately after these have been produced by or delivered to Supplier. Supplier is required to issue a written declaration to Qblox, confirming the goods involved. Supplier shall entirely bear the risk of theft and the full or partial loss of or damage to all the goods referred to in this Article until such time as such goods are returned.

Supplier is obliged to keep confidential any information that it, its staff or third parties whom Supplier engages or who are involved in the execution of the order, have obtained in connection with the establishment or execution of the order, and to cause such persons to keep such information confidential, unless the information is common knowledge or has been made public by Qblox.

Warranty and quality

Supplier warrants that the goods and/or services supplied are in conformity with the requirements agreed between Qblox and Supplier and comply with and/or are performed in accordance with any relevant statutory and other government regulations that apply at the time of performance. Supplier, moreover, warrants that the goods supplied are new and free of defects and are suitable for the purpose for which they are intended.

Any change in the composition and/or properties of the goods (including their packaging) or the content of the services to be performed shall always require Qblox's prior approval in writing. Any inspection by or on behalf of Qblox or processing or conversion of the goods shall not release Supplier from its obligations set forth in this Article. Without prejudice to further rights, Qblox shall be entitled to return goods that do not meet the required standards or current regulations for Supplier's own risk and account.

The Supplier guarantees that the goods or services to be delivered to Qblox by him do not infringe any industrial property rights of third parties and indemnifies Qblox against all claims made against Qblox on this account. Supplier shall compensate Qblox for all costs, damages and interest resulting from any infringement.

Liability

The Supplier shall be liable for all damage caused by him or by persons for whom he is responsible, in particular damage caused to or by the delivered goods or services as a result of faults or defects in its deliverables, in accordance with the aforementioned warranty, as well as with the rules of Dutch civil law. The liability also extends to damage caused by exceeding the delivery time, damage to third party goods, trading loss and other indirect damage caused to Qblox or by third parties. The supplier Shall indemnify Qblox against liability towards third parties and shall compensate Qblox if necessary.

Safety

When work is performed at the locations indicated by Qblox, Supplier shall be required, to observe the current safety laws and internal Qblox regulations and to follow the instructions of Qblox and to cause the same to be observed and followed by persons working in the employ or on behalf of Supplier. Neither the instructions, as referred to in this Article, nor the absence of such instructions shall release Supplier from its own responsibility with respect to the occurrence of accidents and damage.

Miscellaneous

Supplier shall not mention or use Qblox's trade name, trademarks or products for reference or advertising purposes without Qblox's prior written approval.

Supplier shall provide Qblox with applicable information and/or documents, including but not limited to, applicable Export Classification Numbers, so that Qblox can comply with those laws and regulations and, if required, successfully obtain export licences from the United States or other applicable competent government authority.

All invoices must be submitted in duplicate. Failure to comply with the request stated in the order to send shipping advice and packing lists to the prescribed addresses, as well as failure to complete these documents in full, with all necessary data, such as reference numbers, etc., may result in a delay in payment. Invoices containing insufficient data for processing, such as order numbers, etc. will be returned for completion.

Supplier shall not subcontract its obligations or parts thereof to third parties or transfer its rights or obligations, in whole or in part, to third parties without Qblox's prior written approval. If Qblox gives its approval, as referred to in this Article, this shall not release Supplier from its responsibility and liability for the conduct of third parties whom Supplier engages.

Rights and obligations which are destined to survive (whether expressly or not) the order, shall so survive, regardless whether the order has been cancelled or completed.

All requests, orders and contracts, to which these Terms and Conditions apply and any contracts ensuing from them are governed by the laws of The Netherlands. The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) is not applicable.

Any disputes arising between the parties shall be adjudicated solely by the competent Dutch court in The Hague, The Netherlands.