

GENERAL PURCHASE CONDITIONS OF VIDEOJET TECHNOLOGIES EUROPE B.V.

1. Definitions

1.1 In these general conditions the following words have the meaning set out next to them:

Agreement:	each agreement for the supply of Goods or a Service to Videojet;
Goods:	tangible and intangible goods, including software;
Parties:	Videojet and Supplier;
Service:	each service, including construction and installation work;
Supplier:	the supplier or intended supplier of Goods or a Service to Videojet;
Videojet:	Videojet Technologies Europe B.V.

2. Applicability

2.1 These general purchase conditions govern the procurement and purchase of Goods and Services by Videojet and apply to all Agreements and all offers, requests for an offer, orders, blanket orders and order confirmations for the supply of Goods or a Service to Videojet.

2.2 These general purchase conditions also apply to the supply of Goods and Services by order of Videojet to any of its associated companies and may be used by or on behalf of associated companies of Videojet. For the purpose of such use, where the context so permits, "Videojet" shall include or mean the relevant associated company.

2.3 In case of conflict between the Agreement or an order and these general purchase conditions, the Agreement or order shall prevail.

2.4 Any boilerplate or other general terms and conditions of Supplier are expressly rejected by Videojet.

3. Agreements, offers and orders

3.1 Agreements, offers, orders, blanket orders and order confirmations and any amendment thereto are only binding on Videojet when made, accepted, given or confirmed in writing by a duly authorized representative of Videojet.

3.2 Orders can be rejected until their acceptance. Orders shall become a binding agreement upon timely acceptance or performance by Supplier. Orders must be accepted by Supplier as soon as possible but in no event later than five (5) days after receipt of Order. Blanket orders and delivery requests must be accepted by Supplier within twenty four (24) hours. If Supplier does not comply with such term, Videojet shall be entitled to cancel the order and reject the performance thereof.

3.3 Videojet may at all times make a change to an order. Supplier shall use its best efforts to comply with such change. If such change causes an increase or decrease of Supplier's costs, the Parties shall determine the financial consequences of the change (if any) by agreement. Supplier must notify Videojet of any increase in the costs or any delay caused by the change as soon as possible, but in no event later than five (5) days from the date on which it has been informed of the change.

3.4 Videojet may at all times terminate negotiations or cancel an order before it has been accepted without incurring any liability to Supplier. All costs in preparing an offer, whether or not Videojet has requested Supplier to make the offer, are for the account of Supplier.

4. Performance

4.1 The quality, the quantity and the specifications of the Goods which are to be supplied to Videojet shall in all respects be in accordance with the Agreement and/or the order and the documentation referred to in the Agreement and/or the order. In addition, the Goods:

- a. shall be new, merchantable, of good quality, and free from defects in design, materials, construction and workmanship;
- b. shall be fit for their intended purpose and shall meet the reasonable expectations of Videojet;
- c. shall be free from any pledge or other encumbrance;
- d. shall be designed, manufactured and delivered in compliance with all applicable laws and regulations;
- e. shall comply with all applicable quality and certification standards;
- f. shall comply with Videojet's Quality Assurance Requirements if referred to in the Agreement or the order;
- g. shall be accompanied by all manuals, technical documentation, certificates and instructions which are necessary for their proper and safe use, required by law, or stated in the Agreement or the order.

4.2 Supplier shall provide Videojet with all licenses and other rights required for the intended use of the Goods and with all documents conferring such licenses and other rights to Videojet. Those licenses and other rights shall remain valid and

enforceable during the life of the Goods and shall entitle Videojet to dispose of the Goods together with the relevant licenses and other rights.

- 4.3 If the Goods contain chemicals or hazardous substances they will be provided with written and detailed specifications of the composition and characteristics thereof and all information required by law in order to enable Videojet to store, transport, process, use and dispose of such Goods in a proper and safe manner and in accordance with all applicable laws and regulations.
- 4.4 Time is of the essence in the performance of the obligations of Supplier. All delivery dates and other dates referred to in the Agreement or an order are final deadlines. Supplier will be in default (gebreke) without notice if it does not meet such deadline. Supplier shall promptly notify Videojet if it anticipates that the delivery of a Good or the performance of a Service will be delayed, in which event Videojet shall be entitled to purchase replacement Goods and/or a replacement Service elsewhere.
- 4.5 Supplier shall ensure that all applicable packing regulations are observed. Videojet may dispose of waste packaging of the Goods and charge the costs thereof to Supplier or, at its option, demand from Supplier to collect such packaging at Supplier's expense.
- 4.6 Supplier warrants that all spare parts for the Goods supplied to Videojet, other than raw materials and consumables, will be available at reasonable prices during at least 10 years from the delivery date.

5. Performance of Services

- 5.1 Supplier shall perform the Services which must be provided to Videojet with due skill and care, using proper materials and employing sufficiently qualified staff. Article 4 shall apply accordingly to the provision of a Service.
- 5.2 Supplier shall not subcontract any Service or part thereof without prior written approval from Videojet. Such approval shall not release Supplier from its responsibility for the due performance of the Service or liability in respect of the Service.
- 5.3 Videojet may take all possible actions and measures and may request Supplier to take all possible actions and measures to prevent liability of Videojet of any tax or social security contribution in respect of the Services supplied to Videojet.

6. Prices and payment

- 6.1 All purchase prices set out in the Agreement or an order are prices for delivery in accordance with article 7.1, are fixed and are exclusive of VAT (BTW). All other taxes in respect of the sale and delivery of the Goods or the Service shall be for account of Supplier. All invoices shall be in the form and contain the information that will allow Videojet to reclaim VAT. The purchase price of Goods includes packing
- 6.2 All license fees for the use of software and other rights in respect of the Goods are included in the purchase price.
- 6.3 Supplier warrants that the prices for the Goods or the Service supplied to Videojet are not less favourable than those charged to any of its other customers, taking all other terms and conditions into consideration. In case of breach of this obligation, the price agreed between the Parties shall be automatically adjusted to such more favourable price.
- 6.4 If a price is not stated in the Agreement or the order, Supplier shall advise Videojet before performance of the price and Videojet shall then have the option to accept such price or cancel the order.
- 6.4 Videojet observe a payment term of sixty days. The payment period shall commence when conforming Goods have been properly delivered or conforming Service has been properly provided and Videojet has received a correct invoice in the proper form for the Goods or the Service. In case of late payment the interest which shall become due by Videojet shall not exceed the rate referred to in article 6: 119 of the Dutch Civil Code (Burgerlijk Wetboek). No extrajudicial costs will become due by Videojet in respect of the collection of a claim on or receivable from Videojet.
- 6.5 Payment shall not constitute acceptance of the Goods or the Service or waiver of any of the rights or remedies of Videojet.
- 6.6 Videojet shall be entitled to suspend payment if Supplier fails to fulfil any of its obligations and to set off any amount owing from Supplier or any of its affiliates to Videojet against any amount owing from Videojet or any of its affiliates to Supplier.

7. Delivery, risk and title

- 7.1 Unless otherwise stated in the Agreement or the order, delivery of the Goods to be supplied to Videojet shall be made **DDP** (as defined in the Incoterms 2010) at the place stated in the Agreement or the order. If no place of delivery has been stated, delivery shall be made at Videojet's business site at Strijkviertel 39 in 3454 PJ De Meern, the Netherlands.
- 7.2 The risk of loss or damage to the Goods shall pass to Videojet upon delivery. Title (eigendom) to the Goods shall pass to Videojet upon the earlier of the delivery or payment of the purchase price or any part of or advance on the purchase price thereof. In case of such advance payment, Supplier shall keep the Goods separate and identifiable as the Goods which are destined for Videojet.
- 7.3 Supplier shall strictly abide by the date and the timeframe of the delivery. If no specific date and timeframe have been agreed, Supplier shall inform Videojet as soon as possible but in no event less than three (3) days in advance of the date and the

timeframe of the delivery. Supplier shall comply with reasonable requests from Videojet in respect of the date and timeframe of the delivery. Supplier shall not be entitled to make partial deliveries unless expressly agreed by Videojet.

7.4 Industrial disputes and events beyond Videojet's reasonable control shall entitle Videojet to demand postponement of an agreed delivery date.

8. Inspection

8.1 Videojet shall inspect the Goods within the later of thirty (30) days or a reasonable time after delivery. Inspection or acceptance of the Goods or failure by Videojet to inspect the Goods shall not release Supplier from any of its obligations or warranties or deprive Videojet from any of its rights on remedies. Articles 6:89 and 7:23 of the Dutch Civil Code do not apply.

8.2 Videojet may at all times inspect the Goods during their manufacturing or prior to shipment. Such inspection shall not prejudice Videojet's rights to inspect the Goods and/or refuse acceptance thereof following delivery.

9. Rejection of Goods

9.1 If any of the Goods do not comply with article 4, Videojet shall be entitled to reject those Goods. In case the rejected Goods belong to a batch, Videojet shall be entitled to reject the entire batch. In case of such rejection, Videojet may at its discretion and in addition to all other rights and remedies available to it by the Agreement or at law:

- a. claim the refund of the purchase price of the rejected Goods or batch;
- b. require the replacement of the rejected Goods or batch with Goods which comply with article 4 or the repair of the rejected Goods in order to make them compliant with article 4; and
- c. return the rejected Goods or batch to Supplier at Supplier's risk and expense.

9.2 In addition and without prejudice to article 12, Videojet shall be entitled to full compensation by Supplier of all costs and expenses in relation to the rejected Goods or batch and of all damage suffered and liability incurred as a result of the non-conformity of the Goods.

9.3 The risk of loss or damage to the rejected Goods shall pass to Supplier upon the rejection and shall be deemed to have remained with Supplier upon delivery.

10. Intellectual property rights

10.1 All drawings, designs, chemical recipes, technologies and other know how made available by Videojet to Supplier remain the property of Videojet.

10.2 The intellectual property rights in all drawings, designs, chemical recipes, technologies, software, inventions and other products of the human mind, made or developed by Supplier on the order or on behalf of Videojet, in the performance of an Agreement or a Service to Videojet, in respect of construction or installation work done for Videojet, or in respect of Goods specifically manufactured for Videojet, are vested in Videojet. Supplier shall transfer those rights to Videojet on Videojet's first demand.

10.3 Suppliers warrants that the Goods and Services provided to Videojet or any part thereof do not infringe and will not cause the infringement, nor can be held to infringe or cause the infringement of any third party's intellectual property rights.

10.4 If any of the Goods or Services supplied or to be supplied to Videojet constitutes an infringement or is held to constitute an infringement of any intellectual property right of a third party, Supplier shall, at Videojet's request but at Supplier's risk and expense, either procure for Videojet the right to continue using the Goods or Service, or replace the Goods or Service with a non infringing equivalent which will offer Videojet at least the same benefits. In addition, Supplier shall indemnify Videojet in respect of such infringement or alleged infringement in accordance with article 12.

11. Warranty

11.1 Supplier warrants that the Goods supplied to Videojet, other than raw materials or consumables, shall be free from defects during 24 months from the delivery date. In case of a defect during this warranty period, Supplier shall, at Videojet's option, either repair or replace the defective Goods to the satisfaction of Videojet at Supplier's cost, or refund Videojet for any monies paid for the Goods if the Goods cannot promptly be repaired or replaced to Videojet's satisfaction. All transportation and other related costs shall also be for account of Supplier.

12. Liability and indemnity

12.1 Supplier shall be liable to Videojet, its employees and third parties for all damage, costs and expenses, directly or indirectly arising from any defects in or non-conformity with article 4 of any of the Goods or Services supplied to Videojet or any other

breach or non-performance by Supplier of its contractual or legal obligations to Videojet. Such damage, costs and expenses shall include but not be limited to business interruption, loss of profit, loss of or data, loss or damage to products manufactured with the use of the Goods or the Service, costs of recall or repair actions, damage, costs and expenses caused by infringement or alleged infringement of intellectual property rights, and attorney's fees.

12.2 Supplier shall fully indemnify Videojet against any claim, directly or indirectly arising from any defect in or non-conformity with article 4 of any of the Goods or Services supplied to Videojet or any other breach or non-performance by Supplier of its contractual or legal obligations to Videojet, including but not limited to claims based on actual or alleged infringement of intellectual property rights and claims resulting from product liability. In addition, Supplier shall fully indemnify Videojet for all costs and expenses in respect of such claim, including without limitation attorney's fees.

12.3 Supplier shall bear product liability in respect of the Goods supplied to Videojet.

12.4 Instructions, drawings or designs given by Videojet to Supplier do not release Supplier from its responsibility and liability for the Goods and Services supplied to Videojet.

12.5 Articles 12.1 through 12.4 do not prejudice any of the rights or remedies available to Videojet under the Agreement or at law.

13. Insurance

13.1 Supplier shall maintain at all times maintain adequate insurance of its possible liability to Videojet in respect of Goods and Services supplied or to be supplied to Videojet, including product liability insurance or, in the event that Supplier will perform construction work for or on behalf of Videojet, constructors' risk insurance.

14. Confidentiality

14.1 Supplier shall maintain strict confidentiality in respect of all information received from Videojet which is not generally available to the public, including but not limited to the know-how and materials referred to in article 10.1 and shall use such information exclusively for the purpose of the performance of the Agreement or order. Supplier shall inform its employees, sub-contractors, agents and other persons who will have access to such information of the confidential nature thereof and shall secure that they shall also be subject to the confidentiality obligation in respect of the information referred to above. Supplier shall return all drawings, designs and other documents made available by Videojet to Supplier at Videojet's first request.

15. Miscellaneous

15.1 Supplier shall not be entitled to transfer any of its rights with respect to Videojet without written approval from Videojet.

15.2 The Agreement and all other legal relationships between Videojet and Supplier shall be governed by and construed in accordance with the laws of the Netherlands without regard to conflict of law principles.

15.3 The United Nations Convention on Contracts for the International Sale of Goods shall not apply between the Parties.

15.4 Any dispute between the Parties shall, in the first instance be submitted to the Court of Utrecht, the Netherlands, which shall have exclusive jurisdiction.