
**RJB INTERNATIONAL B.V. (RJB)
TERMS AND CONDITIONS**

**CHAMBER OF COMMERCE
AMSTERDAM 51596717**

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**RJB INTERNATIONAL B.V. (RJB)
GENERAL CONDITIONS OF PURCHASE
(THE “GENERAL CONDITIONS”)**

Valid from 2016 - 09 - 08

APPLICABILITY

1. These General Conditions shall apply on all purchases of goods made by RJB or any of its affiliates (the “Buyer”) from its suppliers (the “Seller”). Deviations from these General Conditions shall not apply unless specifically agreed in writing by authorised representative of the Buyer.
2. It is acknowledged that any affiliate of RJB may purchase goods from the Seller on the same terms and conditions as stated herein. RJB takes no liability or responsibility for any of its affiliates.
3. The Order (as defined below), these General Conditions, any agreed written specification or any other agreement, promises or undertakings made in writing by the Buyer in whatever form shall constitute the full agreement in relation to purchase of goods by the Buyer from the Seller (the “Contract”). The Buyer shall be bound by no other terms and conditions than those set out in the Contract.

ORDERS

4. A binding Contract shall be deemed to be concluded upon confirmation by the Seller of a purchase order from the Buyer (the “Order”), or, if no confirmation has been issued, upon the expiry of five (5) working days after the Seller’s receipt of the Order. If the Seller would like not to be bound by the Order or if it wants to include any other conditions or change price, quantity or anything else contained in the Order it must clearly inform the Buyer that the Order is refused and also state the reasons therefore. Deviations made in the form of a “confirmation” that does not correspond with the Order are not valid. The Buyer will not be bound by anything contained in the order

confirmation made by the Seller if it deviates from the content of the Order, unless the Buyer issues a written confirmation hereof to the Seller.

5. The Buyer may change or cancel an Order in whole or in part.
6. No forecast, provided by the Buyer, shall be considered binding or be interpreted as an undertaking to purchase such amounts of goods from the Seller.

DELIVERY

7. Where a trade term has been agreed, it shall be interpreted in accordance with the INCOTERMS in force at the formation of the Contract. If no trade term is specifically agreed, the delivery shall be DAP Buyer’s location (defined INCOTERMS 2012, as amended).
8. All goods shall be delivered not later than on the date stated in the Order. The Seller is aware that the Buyer may suffer damages as a result of late delivery, even if the delay is only attributable to part of the goods.
9. If the Seller finds that it will not be able to meet the agreed delivery date it shall immediately notify the Buyer thereof in writing, stating the cause of the delay and indicating the date on which it expects to be able to deliver.
10. Should a delivery or part-delivery be delayed, the Buyer shall be entitled to demand that the Seller perform his duties under the Contract, or, if the delay is not insignificant to the Buyer, cancel the Contract upon giving written notice thereof to the Seller.
11. In addition, the Buyer shall be entitled to liquidated damages amounting to 5% of the value of the delayed goods for each commenced business day of delay calculated from the agreed date of delivery to the date of actual delivery. The Buyer shall have the right to set off liquidated damages against the Seller’s invoices. The Buyer is entitled to additional compensation for the cost, loss and damage it suffers due to the delay of the goods to the extent such cost, loss or damage exceed the liquidated damages.

PRICE

12. If no price is stated in the Contract, the Seller shall invoice the Buyer according to the lowest market price at the time of the Order. All prices are exclusive of VAT. The Buyer shall pay applicable VAT and customs duties. The Seller shall pay all other taxes, fees and other levies and charges of whatever nature. The Buyer will not accept any fees or costs for packaging unless agreed to in writing.

PAYMENT

13. The Seller may not issue an invoice prior to delivery of the goods to the Buyer.
14. Payment terms: 90 days net from such date as the Buyer has received a correct invoice according to Buyer's instructions. Invoices shall state Buyer's Order number or other clear reference to the Contract.

PACKING AND LABELLING

15. Packing and package shall in accordance with specific instructions from the Buyer. If no specific instructions have been given by the Buyer, the packing and package shall give the protection required to prevent damage to or deterioration of the goods during transport. The packaging material must be in compliance with environmental regulations, including but not limited to the banned and restricted materials list by law.

All goods must be identified with a label including:

- a. RJB Purchase order;
- b. Supplier delivery note;
- c. RJB Item number;
- d. Supplier Item number; and
- e. Goods quantity per pallet/bundle.

All packaging and goods must be neutral and free of any references to Seller.

WARRANTY AND LIABILITY FOR DEFECTS

16. The Seller warrants and guarantees that the goods will be in accordance with specifications and (i) perform and conform to the terms set forth in the Contract; (ii) be sufficient and suitable for the purposes intended; (iii) comply with any requirements set forth in applicable law, regulations and trade standards; and (iv) be free from defects, deficiencies and non-conformities in production, design, materials and workmanship. Goods not in compliance with the foregoing shall be regarded as defective.
17. The Buyer shall make a general inspection of the goods within a reasonable time after delivery, but has the right to give the Seller notice of any individual defects as they appear to the Buyer, meaning that in each delivery there may be individual defects appearing at different times and occasions and that the Buyer may give notice of such individual as they appear to the Buyer.

After receiving such notice the Seller shall at Buyer's option:

- a) repair or replace the goods found to be defective as soon as possible after notification;
- b) refund to the Buyer any and all remunerations paid in relation to such goods; or
- c) terminate the Order or the Contract if the defect is not insignificant.

In addition, the Buyer shall be entitled to compensation for the cost, loss and damage it suffers due to the defects of the goods.

18. Goods returned under clause 17 will be delivered to the Seller at the Seller's expense and risk.
19. Payment of purchased goods shall not be regarded as acceptance of the goods by the Buyer and shall not affect any of the Buyer's rights under clauses 17-18.
20. The Seller shall ensure that its sub-contractors, if any, act in accordance

with the Contract in all respects and the Seller shall remain fully liable for each sub-contractor's obligations and liabilities as for its own.

21. The warranties and guarantees of the Seller as stated in clause 16 shall be in force for twenty four (24) months after the date of delivery of the goods. When defective goods have been remedied or replaced, the Seller shall be liable for defects in such goods under the same terms and conditions as those applicable to the original goods and the time set in this clause counted from the date of remedy or replacement.

PRODUCT LIABILITY

22. Should the purchased goods have a defect which causes damage to persons or to property other than the purchased goods, the Seller shall indemnify and hold the Buyer harmless for any cost, loss or expenses relating to such damage, including legal fees.

INSURANCE

23. The Seller shall maintain adequate liability, including but not limited to product liability, insurance, covering claims up to a maximum of 5 million EURO per claim.

LIABILITY FOR INFRINGEMENTS

24. The Seller shall be responsible for any infringement the goods may constitute in any intellectual property right of a third party and undertakes to indemnify and hold the Buyer harmless for any cost, loss or expenses in relating to any such infringement.

GROUND FOR RELIEF (FORCE MAJEURE)

25. The following circumstances shall constitute grounds for relief if they impede the performance of the Contract or makes performance unreasonably onerous and could not reasonably be foreseen; industrial disputes and any other circumstance beyond the control of the parties, such as fire, war, mobilisation or military call up of a comparable scope, requisition, seizure, trade and currency

restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defects or delays in deliveries by subcontractors caused by any such circumstance as referred to in this clause. The party wishing to claim relief under this clause shall without delay notify the other party in writing on the intervention and on the cessation of such circumstance.

26. Notwithstanding other provisions of these General Conditions, either party shall be entitled to terminate the Contract by notice in writing to the other party, if performance of the Contract is delayed more than three months by reason of any grounds for relief as described in clause 25.

TERMINATION

27. Either party may at any time terminate the Order or the Contracts, with immediate effect and without compensation to the other party if:

- a) the other party should pass a resolution, or any court should make an order, that the other party shall be wound up or if a trustee in bankruptcy, insolvency, liquidator, receiver, or manager on behalf of a creditor should be appointed or if circumstances shall arise which would entitle the court or a creditor to make a winding-up order, or
- b) the other party has materially breached the Contract.

ASSIGNMENT

28. The Seller may not assign a Contract or the rights and obligations hereunder without the prior written consent by the Buyer.

CONFIDENTIALITY

29. The Seller undertakes to keep confidential any information relating to the business relationship with the Buyer and will refrain from using the Buyers' name in marketing or otherwise. Any drawings or any other documentation provided to the Seller

will be the sole property of the Buyer and the Seller undertakes not to transmit any such information to any third party or to use the information contained in such documents for any other purpose than the due fulfilment of Contract.

CODE OF CONDUCT

30. The Code of Conduct of the Buyer is available at www.bijlsmagroup.com or www.rjbinternational.com and www.rjbdrybags.com or www.containerdrybags.com and attached in this document on page 13 - 14. The Seller acknowledges the Code of Conduct of the Buyer and commits to follow the Code of Conduct as applicable from time to time, as well as incorporate the rules therein in its business. The Seller shall ensure that its sub-contractors, if any, act in accordance with the Code of Conduct. The Seller shall, upon the Buyer's request, demonstrate its compliance with the Code of Conduct. In the event of the Seller's breach of or noncompliance with the Code of Conduct, the Buyer shall have the right to immediately and without any cost or other compensation to Seller terminate the Contract by giving the Seller written notice thereof.

DISPUTES, APPLICABLE LAW

31. Any dispute, controversy or claim arising out of or in connection with these General Conditions and any Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Amsterdam Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Amsterdam, The Netherlands. The language to be used in the arbitral proceedings shall be Dutch.

32. Dutch substantive law shall apply for these General Conditions and Contracts as well as any disputes relating to these.

NOTICE

33. Any notice required or permitted to be given by either party under the Contract shall be in writing in English and may be sent by registered airmail letter, by e-mail or by personal delivery. Notices shall be sent or given to the other party's appointed representative.

COMPLIANCE OF ENVIRONMENTAL LAWS AND REGULATIONS

(APPLICABLE TO SELLERS THAT PERFORM SUBCONTRACTED WORK IN BUYER'S FACILITIES OR ON BEHALF OF THE BUYER)

34. The Supplier is obliged to implement and to comply with any and all from time to time applicable environmental laws and regulations associated with the performance of activities in relation to waste management, air emissions, noise or spills, demanding compliance in any work carried out on the Buyer's or its customers' facilities.

HEALTH AND SAFETY

(APPLICABLE TO SELLERS THAT PERFORM SUBCONTRACTED WORK IN THE BUYER'S FACILITIES OR ON BEHALF OF THE BUYER)

35. The Seller shall provide safety personnel and security elements required to carry out the relevant work.

36. The Seller shall obtain the appropriate permissions for entry into work areas and the relevant facilities of the Buyer from the person in charge at the facility, without whose approval the Seller shall not initiate any work. The Seller shall also at all times fully comply with the instructions given.

37. Before any work is started and on a daily basis, the Seller shall submit to the Buyer's person in charge at the facility a nominal list of staff who will enter the facility for or on behalf of the Seller in execution of work under a contract. If workers do not change during the contract, initial presentation of this information shall be considered sufficient.

38. If the Seller requests third company's services to develop works under contract, the Seller shall inform and get the prior approval from the Buyer, and the Seller shall thereafter establish appropriate coordination. The Seller will be fully liable and responsible for any work or action by such third company and its staff, and shall enforce in relation to the third company the instructions, standards and work procedures, laws, regulations and contractual provisions applicable from time to time.
39. The Seller shall, and shall procure that its employees and representatives, at all times fully observe any and all instructions, standards and mandatory work procedures to be applied at the Buyer's or its customers' facilities, and laws, regulations and contractual provisions applicable from time to time.

LEGAL AND OTHER QUALITY STATEMENTS AND REPORTS

40. The Seller shall provide the Buyer with any and all statements and reports required according to applicable laws and regulations related to an Order or Contract, such as license, authorizations or statements of compliance. Mentioned documents will be considered as mandatory for invoicing of supplied products and services under an Order or Contract.
41. The Seller shall provide the Buyer with any and all documents regarding technical features of supplied products and services under an Order or Contract, including but not limited to those concerning quality and compliance according to an Order or Contract.

AUDITS

42. The Buyer is authorized to perform audits of the Seller's facilities and/or production processes in order to verify that supplied products and services under an Order or Contract comply with agreed quality requirements and the provisions of the Contract. The Seller may request from the Buyer

information about the results of the audit, and shall be entitled to present evidence against potential nonconformities. The Seller shall establish appropriate corrective and preventive actions to correct any defects found which could lead to deviations of supplied product or service quality.

DATA PROTECTION

43. Data subject to data protection law provided by the Buyer will be processed by the Seller in order to manage the existing business relationship between the Buyer and the Seller, to provide the products and services under an Order or Contract. Data will be considered as confidential and used only by the Seller. Personal data shared by the Buyer shall remain owned by the Buyer and the Seller remains solely responsible for that it has the right to process the data as set out herein.
44. The Seller shall only process the data in accordance with applicable law. Upon written request the Seller shall correct any data that is incorrect, incomplete or misleading. The Seller will also, once per year and free of charge upon written request, give information on what personal data that is processed about the requesting registered company or person.
45. Should the Seller under applicable law be considered as a personal data processor on behalf of the Buyer, the Seller undertakes to take appropriate technical and organizational measures to protect the data as required by applicable law, and to only process the data in accordance with the Buyer's instructions.

**RJB INTERNATIONAL B.V. (RJB)
GENERAL CONDITIONS OF SALE OF
GOODS AND SERVICES (THE
“GENERAL CONDITIONS”)**

Valid from 2016 - 09 - 08

Definitions

In these General Conditions the following terms shall have the meaning set forth below.

“**Buyer**” means any person who has entered into a Contract with the Seller for purchase and supply of Deliverables.

“**Contract**” means an agreement entered into by the Buyer and the Seller for sale and supply of Deliverables, including the Seller’s order confirmation, these General Conditions, any agreed specifications or any other agreement made in writing by the parties in relation to the Deliverables.

“**Deliverables**” shall mean the Goods and/or the Services, as applicable.

“**Goods**” shall mean the goods sold and delivered by the Seller to the Buyer under the Contract.

“**Seller**” shall mean RJB or any of its affiliates. “**Services**” means packing, storage and other logistic services as well as any other services agreed between the parties to be sold and provided by the Seller to the Buyer under the Contract.

APPLICABILITY

1. These General Conditions shall apply on all sales and supplies of Deliverables by the Seller to the Buyer. Deviations from these General Conditions shall not apply unless agreed specifically in writing by authorized representative of the Seller.

ORDERS

2. No Contract shall be considered as entered into until an order confirmation has been provided from the Seller to the Buyer. If the Buyer does not accept the order confirmation it must immediately notify the Seller thereof in writing. If no such notification is given by the Buyer within two (2) business

days, the Buyer is bound by the price and other conditions contained in the Seller’s order confirmation.

3. Orders by the Buyer for Deliverables may not be subject to cancellations or changes without the Seller’s written consent. The Seller reserves the right to charge the Buyer for any costs and expenses incurred in relation to cancellations or changes of orders requested by the Buyer.

DELIVERY OF GOODS

4. The Buyer shall with due care make a customary inspection of the Goods upon delivery and notify the Seller in writing of any defects or shortcomings immediately and in no case later than five (5) business days after the delivery of the Goods. The notice shall contain a description of how the defect manifests itself. If the Buyer fails to notify the Seller of defects or shortcomings, which should reasonably have been discovered through customary inspection, in writing and within the above time limits, it loses its right to make any claim towards the Seller in respect of the defects or shortcomings.
5. Where a delivery term has been agreed in the Contract in relation to delivery of Goods, it shall be interpreted in accordance with the INCOTERMS in force at the formation of the Contract. If no trade term is specifically agreed, the delivery term shall be FCA (defined INCOTERMS 2012, as amended) to the place specified in the Seller’s order confirmation.

6. Unless otherwise agreed in writing, the lead time stated in the Contract for delivery of Goods shall be taken as commencing on the date of the Contract. The date of delivery shall be taken as the date on which the Goods, according to the agreed delivery term, are to be regarded as handed over.
- PROVISION OF SERVICES**

7. The Seller undertakes to provide the Services specified in the Contract

during the service term and pursuant to the other terms and conditions set forth in the Contract.

8. In case the Services include storage of property of the Buyer on the Seller's premises to which the Buyer shall have access, the Buyer is not entitled to make any modifications to the facilities of the Seller. The Buyer shall, upon the request of the Seller and in connection with the entering into of the Contract, conduct a walkthrough of the relevant facilities to document the conditions thereof. At the expiration of the service term, the Buyer is liable to restore the facilities to such conditions.
9. In case the Services includes quality inspections of the Buyer's goods, the Seller shall, solely be liable to (i) conduct a general ocular inspection of the relevant goods; and (ii) report such defects or shortcomings which are clearly visible or easily observable by the Seller to the Buyer.
10. Such employees, representatives, agents, contractors etc. of the Buyer, as agreed in writing with the Seller at least one business day prior to the visit, ("Permitted Visitors") will during normal business hours of the Seller be permitted access to relevant facilities on the Seller's premises in relation to the provision of the Services. The Buyer shall procure that the Permitted Visitors undertake to at all times comply with the Seller's instructions.
11. In case Services are to be provided by the Seller at the Buyer's or a third party's premises, such employees, representatives, agents, contractors etc. of the Seller, as notified to the Buyer, shall be permitted access at the agreed time and place to relevant facilities at the Buyer's or third party's premises for the purpose of providing the Services. The Buyer is responsible for securing that such premises fulfil the requirements necessary for the provisions of the Services and otherwise comply with all applicable laws and regulations, including but not limited to work environment. Delay in providing the necessary requirements from the Buyer will be subject to reasonable compensation to the Seller.
12. All right, title and interest in any of the Buyer's goods to be packed, shipped, handled, stored etc. by the Seller as part of the Services shall remain with the Buyer and any and all risk, including but not limited to loss or damage, in relation to such property shall remain solely with the Buyer.
13. The Buyer shall in relation to any property handled by the Seller as part of the Services maintain full insurance adequate to cover any such property on an "open peril" or "all risk" basis under a policy that grants a waiver of any insurers subrogation rights in relation to the Seller. Permitted Visitors should be covered by the Buyer's insurance coverage for all reasonable events or circumstances that could occur whilst at the Seller's facilities. The Seller may at any time request that the Buyer shall provide the Seller copies of its or relevant Permitted Visitors' certificates of insurance.
14. Following the expiration or termination of the service term (i) the Seller shall have no obligations towards the Buyer in relation to the provided Services, including property of the Buyer on the Seller's premises (except in case of breach of the Contract by the Seller); (ii) the Seller may charge the Buyer current market price for storage (as reasonably determined by the Seller) for any property or goods of the Buyer that remains on the Seller's premises; and (iii) either party may, at its own discretion, return to the Buyer, at the Buyer's costs and risk, the property or goods of the Buyer remaining at the Seller's premises.
15. Subject to clause 38, in case the Seller fails to carry out the Services in accordance with the Contract and does not remedy such failure within thirty (30) business days following the Buyer's written notice to the Seller

specifying the failure in reasonable detail, the Seller undertakes, as exclusive and only remedy, to compensate the Buyer for direct damages it has suffered due to the failure, provided that the failure is not solely of a minor significance to the Buyer.

16. For the avoidance of doubt, the Seller has no liability for failure in providing the Services (including delay in delivery) to the extent the failure is directly or indirectly attributable to the Buyer (including its employees and representatives) or any third party engaged by the Buyer.
17. The Buyer agrees to defend, indemnify and hold harmless the Seller and its employees and representatives from and against any and all claims, loss, damage, cost or expense resulting from breach of or other non-compliance with applicable rules and regulations, the Seller's instructions in relation to Deliverables, or the general misuse of any Deliverables, including but not limited to, death, personal injury, bodily injury and damage to property and the environment.

PRICE AND PAYMENT

18. The applicable prices for the Deliverables are set forth in the Contract. All prices are net taxes, VAT, customs duties and other similar levies or costs, unless otherwise provided in the agreed delivery term or set forth in the Contract.
19. Payment terms: 30 days net from the date of invoice.
20. Delayed payment shall carry penalty interest with 2% per month on any outstanding amount. Any part payment shall first be deducted from the penalty interest due.
21. If the Buyer fails to pay by the due date, the Seller may suspend further performance of its contractual obligations until full payment of all outstanding invoices are made. If the Buyer has failed to pay the amount

due within 60 days after the due date, the Seller may terminate the Contract by giving written notice to the Buyer. The Seller shall furthermore be entitled to full payment for the Deliverables even if it has not been delivered in full and, in addition, to interest on late payment as well as to claim compensation for all the losses suffered. RETENTION OF TITLE

22. The Goods shall remain the property of the Seller until paid for in full, to the extent that such retention of title is legally valid. INTELLECTUAL PROPERTY
23. The intellectual property entailed in or related to the Deliverables shall at all times be the property of the Seller. Consequently, nothing in the Contract shall be construed as transferring any intellectual property in connection with the sale and delivery of the Deliverables. Consequently, the intellectual property entailed in the goods or in the packaging solutions provided by the Seller will never form part of a Contract and will thus always remain the sole property of the Seller, unless so expressly agreed in each individual case and the Buyer has paid separately and specifically for the specific intellectual property.

DELAYED DELIVERY OF DELIVERABLES

24. If the Seller finds that it will not be able to meet the agreed delivery date in relation to the delivery of Deliverables it shall notify the Buyer thereof in writing, stating the cause of the delay and indicating the date on which it expects to be able to deliver.
25. Should a delivery or part-delivery of Deliverables be delayed because the Seller has materially neglected its obligations to begin work or to take other steps within such a time that it can effect delivery of the Deliverables by the due date, the Buyer shall be entitled to cancel the Contract upon giving written notice thereof to the Seller, although such cancellation may be resorted to only if the delay is of material significance to the Buyer and

the Seller has realised or should have realised this. The Buyer may, regardless of the cause of the delay, not cancel a Contract if it has not objected to a prolonged delivery time upon receiving notice from the Seller in accordance with clause 24. If the Buyer has raised such objection, the Seller shall have reasonable time to deliver.

26. If the Buyer does not take delivery of the Goods on the agreed delivery date, the Buyer is liable for every cost, loss and expense incurred by the Seller as if the Goods in question had been delivered. The Seller shall, if the Goods is still in the hands of the Seller, arrange for the Goods to be stored at the Buyer's risk and expense. The Seller may also, at its sole discretion, terminate the Contract and/or claim damages for cost, loss and expense suffered in relation hereto.

LIABILITY FOR DEFECTS IN THE GOODS

27. The Seller undertakes to deliver the Goods in the condition agreed to between the parties and free from faulty design, materials and workmanship in relation to the specifications of the Goods.
28. The Goods shall be regarded as defective if not in compliance with clause 27. In case of defective Goods the Seller shall remedy the defect by way of (at the Seller's choice) either repairing or replacing the Goods at the Seller's own cost or by refunding the purchase price paid to the Seller for such defective Goods.
29. The Seller's liability for defects does not cover defects caused by circumstances, which arise after the risk has passed to the Buyer, nor does it cover normal wear and tear or deterioration. Furthermore, the Seller's liability does not cover defects due to mishandling, overloading or otherwise attributable to the Buyer or third parties.
30. The Seller's liability is limited to defects which appear within a period of three (3) months from the date of delivery of the Goods, unless the Goods is intended to be used within a shorter period of time in which case the liability is limited to defects which appear within the intended period of use. For parts of the Goods, which have been repaired or replaced under clause 28, the Seller shall have the same liability for defects as for the original Goods for a period of three (3) months. For other parts of the Goods, the liability period referred to in paragraph one shall be extended only by the period during which the Goods could not be used due to a defect for which the Seller is liable. Regardless of the provisions of clauses 28-34, the Seller shall have no liability for defects in any part of the Goods or any claim, cost, damage or expense related thereto for more than two (2) years from the original delivery date. In addition, the Seller shall have no liability what so ever for any defects in any Goods or any claim, cost, damage or expense related thereto (i) if Goods is used on multiple occasions and/or for multiple trips if such Goods is delivered as expendable packaging, (ii) if Goods in any way or part is used for or in transports which the Goods is not originally intended for, or (iii) the Goods in any other way is used in breach of the Buyer's instructions or for any other purpose than the Goods was originally delivered for.
31. After receipt of a written notice under clause 4, the Seller shall remedy the defect without undue delay. The Seller shall bear the costs as specified in clauses 28-34. Remedial work shall be carried out at a location of the Seller's choice. If the Buyer gives such notice as referred to in clause 4, and no defect is found for which the Seller is liable, the Seller shall be entitled to compensation for work and costs incurred as a result of the notice.
32. If remedy of the defect in the Goods requires intervention in other equipment than the Goods, the Buyer shall be responsible for any work or

costs caused thereby.

33. All transports in connection with repair or replacement of Goods shall be at the Seller's risk and expense. The Buyer shall follow the Seller's instructions regarding how the transport shall be carried out. The Buyer shall bear the increase in costs for remedying a defect which the Seller incurs when the Goods are located elsewhere than at the destination stated in the Contract or – if no destination has been stated – the place of delivery.
34. If the Seller fails to fulfil its obligations under clause 31 within a reasonable time, the Buyer may by written notice require it to do so within a final time period. If the defect is substantial or if the defect is not remedied within the final time period, the Buyer may instead terminate the Contract by written notice to the Seller.
35. The Seller shall have no liability for defects save as expressly set forth in clauses 28-34. **LIMITATION OF LIABILITY**
36. The Seller shall have no liability for damage to property or physical persons caused by any Deliverable. If a third party lodges a claim for compensation against the Seller or the Buyer for loss or damage referred to in this clause, the other party shall forthwith be notified thereof in writing.
37. It is acknowledged and agreed that the representations and warranties set forth in these General Conditions in relation to the sale and supply of the Deliverables are exclusive and in lieu of all warranties of quality and performance, written, oral or implied, whether in contract tort, negligence, strict liability or otherwise. All other representations or warranties, including but not limited to any future performance warranties and any implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed.

38. In no event shall the Seller be liable for any consequential or indirect damages, including, but not limited to, costs for third parties (e.g. end customers), loss of profit, loss of goodwill, cost of capital and costs incurred in connection with substitute sources of supply. Furthermore, in no event shall the aggregate liabilities of the Seller exceed the purchase price actually paid by the Buyer to the Seller with respect to the Deliverables in question.

GROUND FOR RELIEF (FORCE MAJEURE)

39. The following circumstances shall constitute grounds for relief if they impede the performance of the Contract or makes performance unreasonably onerous and could not reasonably be foreseen: industrial disputes and any other circumstance beyond the control of the parties, such as fire, war, mobilisation or military call up of a comparable scope, requisition, seizure, trade and currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defects or delays in deliveries by subcontractors caused by any such circumstance as referred to in this clause.
40. The party wishing to claim relief under clause 39 shall without delay notify the other party in writing on the intervention and on the cessation of such circumstance. If grounds for relief prevent the Buyer from fulfilling its obligations, the Buyer shall reimburse the expenses incurred by the Seller in securing and protecting the Goods.
41. Notwithstanding other provisions of these General Conditions, either party shall be entitled to terminate the Contract by notice in writing to the other party, if performance of the Contract is delayed more than six months by reason of any grounds for relief as described in clause 39.

CONFIDENTIALITY

42. All information exchanged or otherwise transferred between the parties during the term of the Contract shall be treated as confidential, not be disclosed to any third parties and only used for the purposes of the Contract.
DISPUTES, APPLICABLE LAW
43. Any dispute, controversy or claim arising out of or in connection with these General Conditions and any Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Amsterdam Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Amsterdam, The Netherlands. The language to be used in the arbitral proceedings shall be English.
44. Dutch substantive law shall apply for these General Conditions and Contracts as well as any disputes relating to these.

DATA PROTECTION

45. Data subject to data protection laws may be provided by the Buyer to the Seller and will in such case be processed by the Seller in order to manage the existing business relationship between the Buyer and the Seller, to provide the Deliverables and related products and services, and for administrative and marketing purposes. The Seller shall only process the data in accordance with applicable law. Upon written request the Seller will correct any data that is incorrect, incomplete or misleading. The Seller will also, once per year and free of charge upon written request, give information on what personal data that is processed about the requesting registered company or person.
46. Should the Seller under applicable law be considered as a personal data processor on behalf of the Buyer, the Seller undertakes to take appropriate technical and organizational measures to protect the data as required by applicable law.

RJB INTERNATIONAL B.V. (RJB) CODE OF CONDUCT

Code of Conduct

Global organizations such as the UN and the OECD have established a number of international rules and regulations governing the activities of business in areas such as environmental responsibility, human rights, discrimination, child labour, corruption etc.

RJB' reputation and trusted brand must always be protected. As a responsible company the minimum standard is to obey the law as well as follow the rules and guidelines.

All RJB companies and employees shall comply with the Code of Conduct.

RJB challenges its Suppliers to comply with the Code of Conduct, or equivalent standards which may request higher standards than required by applicable law.

HUMAN RIGHTS

We support and respect the protection of internationally proclaimed human rights and ensure that the company is not complicit in human rights abuses.

LABOUR STANDARDS

Freedom of association

As local or relevant laws allows, all employees are free to form, join or not to join unions and have the right to collective bargaining.

Forced and compulsory labour

No form of forced or compulsory labour is tolerated and all employees have the right to leave their employment as stated by contracts or local laws. Employees shall not be required to leave deposits of money or identity papers with their employer.

Child labour

No person shall be employed who is below the minimum legal age for employment. We are not complicit in any form of child labour or other forms of child exploitation. A child means a person below the age of 18 years. No one is employed below the completion of compulsory school or under the age of 15 and no one

under the age of 18 is employed for hazardous work.

Children shall not be employed for any work that is inconsistent with the child's personal development, including health or physical, mental, spiritual, moral or social development.

Fair employment conditions

Employees shall understand their employment conditions. Pay and terms shall be fair and reasonable, and comply at a minimum with applicable laws.

Working hours shall comply with applicable laws. The normal work week shall not exceed 48 hours.

Hours worked beyond the normal week shall be voluntary or, if legal, in exceptional circumstances. Other than in such circumstances, a work week shall not exceed 60 hours.

Exceptional circumstances include short-term business demands and natural disaster but not anticipated peaks or seasonal increases.

Absent exceptional circumstances, personnel shall be provided with at least one day off in every seven-day period. One day off means at least 24 consecutive hours.

Deduction from wages as disciplinary measure shall not be permitted.

Workplace

We provide a working environment that is healthy, safe and in accordance with international standards and local laws for all employees.

Appropriate health and safety information and training shall be provided to employees including, but not limited to, safe evacuations of buildings and correct handling and marking of chemicals and machinery.

Discrimination

Diversity among our employees is a positive attribute and no one regardless of race, color, sex, sexual orientation, nationality, parental status, marital status, pregnancy, religion, political opinion, ethnic background, social origin, social status, age, union membership or disability shall be discriminated. Harassments in the form of physical or psychological abuse

are strongly prohibited, as are any kinds of intimidation or other threats.

Employees with the same qualifications, experience and performance shall receive equal pay for equal work.

ENVIRONMENT

Precautionary approach

Sustainable development is a key concept and finite resources are avoided as often as possible. We also have a precautionary approach towards environmental challenges whereby dangerous materials are avoided when suitable and more environmentally friendly alternatives are available.

Environmental responsibility

We strive to improve environmental performance in our own operations and to promote environmental responsibility within our sphere of influence. We support innovative developments in products and services that offer environmental and social benefits as well as greater environmental responsibility.

ANTI-CORRUPTION

RJB's reputation of honesty, integrity and responsibility must be upheld and any involvement in bribery, extortion or corruption is not tolerated by RJB in any form. RJB's Anti-corruption policy further outlines our responsibility in this area.

CONSUMER INTERESTS

When dealing with consumers, we act in accordance with fair business, marketing and advertising practices. We also ensure that the goods or services we supply meet all agreed and legal standards.

COMPETITION

We conduct our activities according to applicable laws and regulations and also refrain from entering into anti-competitive agreements.

VIOLATIONS

Failure to comply with this policy will lead to investigation about the alleged breach and may result in disciplinary actions considering applicable laws. When you know the Code of Conduct has been violated, please report this to your HR representative. Violations may be

reported by email to the Corporate HR email box: info@bijlsmagroup.com or by postal mail to:

Head of Corporate HR, RJB International B.V.
B.V., P.O. Box 80049, 1005 BA Amsterdam,
The Netherlands.