

# GENERAL PURCHASING TERMS AND CONDITIONS

## 1. APPLICABILITY

- 1.1 These Purchasing Terms and Conditions are applicable to and constitute part of all Quotations and Contracts.
- 1.2 Deviations from these Purchasing Terms and Conditions are only permitted to the extent agreed in writing by the Parties.
- 1.3 Quotations and Contracts shall never be subject to any general terms and conditions of the Supplier. Exterior Media expressly rejects any such terms and conditions.

## 2. OFFER

- 2.1 Exterior Media may request a Supplier to submit a Quotation for the sale and supply and/or rendering of a Performance. All requests to submit a Quotation shall be free of obligation.
- 2.2 The Quotation must be submitted to Exterior Media within a reasonable term, or as much sooner or later as the Parties agree in writing.
- 2.3 The submission of a Quotation constitutes an irrevocable offer to Exterior Media. A Contract shall be concluded only after Exterior Media accepts the Quotation in writing.

## 3. SUPPLYING PRODUCTS AND/OR RENDERING SERVICES

- 3.1 The Supplier shall supply the Product and/or render the Service at the location(s) and time and in the manner specified in the Contract or subsequently agreed in writing between the Parties. The Supplier shall bear the risks and costs, including any duties, taxes and other levies, associated with supplying and/or rendering the Performance.
- 3.2 The Product shall be delivered with all available documentation, quality marks, and certificates necessary for its use, maintenance, and disposal.
- 3.3 The Supplier shall be in default by operation of law if it supplies and/or renders a Performance late or in deviation from the Contract.
- 3.4 Exterior Media may require the Supplier to provide a bank or other guarantee as security for the supply of the Product.
- 3.5 After the Product is supplied (in accordance with Article 3.1), title to the Product shall be transferred to Exterior Media. The Product must conform to the Contract specifications and, if the Parties have so agreed, must be assembled and/or installed.
- 3.6 As soon as the Supplier knows or expects that the Performance will not be supplied and/or rendered on time, it shall be obliged to notify Exterior Media immediately of that fact in writing. The Supplier shall notify Exterior Media of (I) the reason(s) for the delay; (II) the measure(s) it has taken to prevent further delay; and (III) a new date by which it will meet its obligations. Without such notification, the Supplier shall be precluded from invoking *force majeure*.
- 3.7 If Exterior Media requests the Supplier to postpone the delivery of a Product, the Supplier shall insure the Product and store it safely in a properly packaged condition.
- 3.8 The Supplier shall be liable for any loss or damage caused by improper packaging

and shipment and shall be obliged to replace or repair such lost or damaged Product immediately. The Supplier shall bear any transport costs relating to the return (or repair) of a defective shipment.

#### **4. WARRANTY**

- 4.1 The Supplier warrants that the Product (and the parts thereof) and any installation/assembly thereof, shall: conform to the Contract specifications, free of defects, possess the features promised, suitable for its intended use, satisfy all statutory requirements as well as any industry requirements relating to safety, quality and the environment, without encumbrances, and free of attachments.
- 4.2 The Supplier warrants that the Service shall conform to the Contract specifications and shall be rendered in accordance with all statutory requirements as well as any industry requirements relating to safety, quality and the environment.

#### **5. INSPECTIONS/CHECKS**

- 5.1 Exterior Media (or the persons or agencies duly designated for such purpose by Exterior Media) may inspect or check the Product at any time. The Supplier shall lend its full cooperation to such inspection or check, including by affording access to the locations where the Product is manufactured or stored.
- 5.2 Exterior Media (or the persons or agencies duly designated for such purpose by Exterior Media) may at any time check the results of the Service rendered or to be rendered. The Supplier shall lend its full cooperation to such check by supplying the necessary documentation and information.
- 5.3 If, upon being inspected and/or checked, the Performance is fully or partially rejected for failing to conform to the Contract, Exterior Media shall notify the Supplier of that fact in writing. The Supplier shall then comply with Exterior Media's instruction to repair or replace the Product and/or render the Service again, unless such would be impossible. In that case, Exterior Media shall be entitled to damages.

#### **6. PURCHASE PRICE AND PAYMENT**

- 6.1 The Contract shall state the item number of the Product and the purchase price of the Performance. The purchase price shall be expressed in euros, exclusive of VAT [BTW], unless the Parties agree otherwise in writing.
- 6.2 After the Performance is supplied and/or rendered, the Supplier shall send an invoice to Exterior Media. This invoice must clearly state the specifics of the order, such as the order number, the name of the Supplier and a description of the Performance supplied and/or rendered.
- 6.3 Exterior Media shall pay the Supplier the purchase price within 60 calendar days after the Performance is received in good order by transferring the amount to the Supplier's account number stated on the invoice.
- 6.4 Exterior Media may suspend payment of all or part of the purchase price if:
- (a) the invoice does not contain the order specifications laid down in Article 6.2;
  - (b) Exterior Media has good reason to suspect that the Product has become the subject of encumbrance or attachment; or
  - (c) the Performance supplied and/or rendered does not conform to the Contract.
- 6.5 Exterior Media shall not pay the purchase price if the Performance fails to conform to the Contract and the Supplier fails to cure the defect within the term set by Exterior Media for that purpose.
- 6.6 Exterior Media shall be entitled to offset its claims against those of the Supplier.

## **7. CANCELLATION OF A CONTRACT**

- 7.1 Exterion Media shall be automatically entitled to cancel all or part of a Contract after notifying the Supplier in writing of same if:
- (a) the Supplier (or its subordinates) fail to perform the Contract;
  - (b) there is an expectation that the Supplier will be unable to perform its obligations under the Contract, or to perform them on time;
  - (c) the Supplier has applied for or been granted a provisional or permanent suspension of payment; or
  - (d) the Supplier files for bankruptcy or is declared bankrupt;
- 7.2 Exterion Media shall not be obliged to compensate the Supplier for any harm or loss it incurs as a result of the cancellation of the Contract.

## **8. SUPPLIER LIABILITY**

- 8.1 The Supplier shall be liable for all harm or loss Exterion Media incurs as a result of:
- (a) any failure to perform the contract; and
  - (b) wrongful acts or omissions on the part of the Supplier or its subordinates.
- 8.2 The Supplier shall be obliged to insure itself against the aforesaid risk of liability.

## **9. OTHER MATERIALS**

- 9.1 Any materials Exterion Media makes available to the Supplier shall remain the property of Exterion Media. The Supplier shall store such materials separately from materials belonging to Supplier itself or to third parties. As long as the Supplier has these materials in its possession, the Supplier shall, at its own risk and expense, mark the items as being the property of Exterion Media, keep them in good condition, and insure them against all risks.
- 9.2 Drawings, models, instructions, and similar items that Exterion Media provides to the Supplier for the purposes of the Performance, or which the Supplier has produced or purchased at Exterion Media's instruction and expense, shall remain the property of Exterion Media and Exterion Media shall be the rightful owner of any intellectual property rights attaching thereto.

## **10. ENVIRONMENTAL PROVISIONS**

- 10.1 The Supplier shall strive to supply environmentally friendly products and to produce, package, and store such Products in an environmentally friendly manner.
- 10.2 If the Product shows a defect that (I) could constitute or result in a safety or health hazard, and/or (II) could preclude the Product from being suitable for normal use, then the **Supplier must notify Exterion Media** of such defect as soon as it is discovered. Exterion Media shall return the defective product to the Supplier at the Supplier's expense.

## **11. CONFIDENTIALITY**

The Parties shall treat as confidential all data and information provided to them. They shall use this information only in the context of performing the Contract. The Parties shall also impose a duty of confidentiality regarding such information on their subordinates.

## **12. DELEGATION OF DUTIES**

The Supplier may not assign and delegate its rights and duties under the Contract to third parties without the prior written consent of Exterion Media. Exterion Media may attach

conditions to such consent.

### **13. MISCELLANEOUS**

- 13.1 The Supplier shall be obliged to retain all information relating to the Contract and the Products supplied and/or Performance rendered, and to be able to provide it to Exterion Media upon request, for a period of at least 7 years. This information shall be deemed to include at least the following: (I) the Quotation; (II) the Contract; (III) proof of proper delivery of the Product; and (IV) any other documents, written notifications and materials referred to in these Purchasing Terms and Conditions.
- 13.2 The Supplier must develop and implement internal procedures and systems, in accordance with the applicable laws and regulations, in order to (I) be able to investigate incidents; (II) assess work-related risks; and (III) be able to monitor operations.

### **14. Disputes and Applicable Law**

- 14.1 These Purchasing Terms and Conditions, all Offers, all Contracts and any non-contractual rights and obligations shall be governed by the laws of the Netherlands, to the express exclusion of any applicability of the U.N. Convention on Contracts for the International Sale of Goods [*Weens Koopverdrag*].
- 14.2 All disputes between the Parties pursuant or in any way related to these Purchasing Terms and Conditions, a Quotation and/or a Contract shall be submitted exclusively to the court in Amsterdam, the Netherlands, having jurisdiction over the subject matter of the dispute.

### **15. Definitions**

Exterion Media: Exterion Media B.V., having its registered office at Hoogoorddreef 15 in (1101 BA) Amsterdam, the Netherlands.

Service: Work other than that resulting in the creation of a tangible object.

Purchasing Terms and Conditions: These General Purchasing Terms and Conditions of Exterion Media.

Supplier: Any party that offers/renders/supplies a Performance to Exterion Media.

Quotation: A written offer from a Supplier to enter into a Contract.

Contract: Every agreement made between the Parties regarding the purchase and supply of one or more Products and/or Services.

Parties: Exterion Media and the Supplier.

Performance: A Product and/or Service.

Product: Every (i) item and (ii) tangible result of a Service.