

**GENERAL PURCHASE CONDITIONS
FOR COMPANIES AFFILIATED TO THE FOCWA
(Dutch Association of Companies in the Bodywork Sector)**

Article 1: Definitions:

In these Conditions, the following terms have the following meanings:

- a. Purchaser, the member of Focwa making reference to these Conditions;
- b. Vendor, the party that concludes (and/or concluded) an Agreement with the aforementioned Purchaser for the supply of goods.

Article 2: Applicability

1. The Purchaser requests the Vendor to make an offer for the goods to be supplied by the Vendor to the Purchaser under the terms of these General Purchase Conditions, duly listing the technical specifications, amounts required, delivery time and place of delivery.
2. The Purchase Agreement comes into effect once the Purchaser places an order with the Vendor, provided that the order has been confirmed in writing by the Vendor to the Purchaser, and subject to the Vendor accepting the applicability of these General Purchase Conditions.
3. The Purchaser may require the Vendor to use a specific form for purposes of confirming the order and a deadline within which this should be returned to the Purchaser.
4. Varying conditions of sale in use by the Vendor will only be binding on the Purchaser on condition that these have been agreed in writing.

Article 3: Amendments

1. Changes to the Purchase Agreement and deviations from these General Purchase Conditions will only be applicable provided that they have been agreed in writing between the Purchaser and the Vendor.
2. Before complying with any change which in the Vendor's opinion will impact on the agreed fixed purchase price and/or the delivery deadline, the Vendor must communicate this matter as soon as possible in writing to the Purchaser, within no later than 3 working days of notification of the proposed change. Where the Purchaser finds that this impacts unreasonably on the purchase price and/or delivery, the Parties will consult each other on this matter.
3. If they fail to agree on the amended purchase price and/or delivery time, a dispute will be deemed to have arisen between the Parties, in which case Article 23 of these General Purchase Conditions will become applicable.

Article 4: Transfer of contractual obligations

1. No obligation provided for under the Agreement may be transferred by the Vendor to a third party unless authorised in advance and in writing by the Purchaser. Such authorisation may be granted subject to reasonable conditions.
2. Where (some of) the Vendor's obligations provided for under the Agreement are transferred to a third party, the Vendor must notify the Purchaser as to which securities are in place regarding the payment of VAT, income tax and national insurance contributions payable by employers under the law.

Article 5: Quality and description

With due observance of the arrangements set out in the order and in the relevant technical specifications, the goods for delivery must:

- a. correspond with the order particulars in terms of quantity, description and quality;
- b. be of sound quality, properly made, of good-quality materials, and must be free of defects with reference to the design, raw material and manufacture;
- c. be similar in all respects to the samples or models that were made available or furnished by the Purchaser and/or the Vendor;
- d. have the same performance, capacity, yield, speed, finish etc. as set out in the order;
- e. be fully complete and ready for use. The Vendor shall ensure that all parts and accessories which may be needed for purposes of realising the objective set out in writing by the Purchaser are also delivered, even where no specific reference has been made to same;
- f. be fully suitable for the purpose that was outlined to the Vendor.

Article 6 : Inspection and testing

1. Before dispatching goods, the Vendor shall carefully check and test the goods to ensure that they are in accordance with what was agreed provided that this is common practice with such goods.

If requested by the Purchaser, the Vendor shall give prompt notification regarding the time and place of such checks so that the Purchaser may be afforded the opportunity to be present. The Vendor shall also provide the Purchaser on request with a certified copy of its inspection and test reports.

Where such has been requested by the Purchaser and communicated in time to the Vendor, this inspection and testing will be conducted at the Purchaser's expense by an independent research institute named by the Purchaser.

2. The Purchaser shall be at liberty to inspect the goods during manufacturing, processing and storage, where possible without violating any of the Vendor's patents, licences, secret processes and know-how. Where the Purchaser exercises this right, the Vendor shall make sure that whatever facilities are required within reason by the Purchaser are in place.

3. Should the Purchaser conclude, further to any such inspection or testing conducted in accordance with the two foregoing subsections, that the goods for delivery are not commensurate with the order specifications, or that this may well be the case at the end of the manufacturing stage, the Purchaser shall notify the Vendor accordingly without delay. In such circumstances the Vendor will be obliged, notwithstanding the provisions of Articles 11 and 13, to take whatever measures are necessary so as to remain in compliance with the technical specifications of the order and the provisions of the Purchase Agreement.

4. Where the results of the Purchaser's inspection and testing are contested by the Vendor or by its assigned independent research institute, the Vendor will be at liberty to carry out or commission a countercheck, with costs payable by the party found to be wrong. If no agreement is reached between the Parties on the basis of the reports of these inspections and tests, they will be deemed to be in dispute, in which case Article 23 of these General Purchase Conditions will become applicable.

Article 7: Packaging and dispatch

1. The goods must be properly packaged (unless impossible due to the nature of the goods) and secured in a manner that will allow for delivery in good condition under normal transport conditions. The Vendor shall arrange for adequate insurance that is acceptable to the Purchaser to cover against the risks that might reasonably be incurred during transport.

2. The goods will be delivered by the Vendor at its expense and risk and/or dispatched on its behalf to the agreed place or locations in the manner set out in the order or in accordance with the prearrangements.

3. The Vendor should notify the Purchaser in advance as to whether or not it proposes to consign the goods in returnable packaging material.

Article 8: Storage

Should the Purchaser not be in a position for whatever reason to take delivery of the goods at the agreed time even though they are ready for dispatch, the Vendor will store the goods at the Purchaser's request, provided that it has the storage capacity; the Vendor will also safeguard the goods and take all reasonable measures to avoid any deterioration in quality until such time as they have been delivered to the Purchaser.

Article 9: Passing of ownership and risk

1. Notwithstanding the provisions of the other subsections in this Article, the ownership and risk in respect of the goods passes to the Purchaser upon delivery. Delivery is deemed to take place once the Purchaser or its authorised representative has signed to acknowledge receipt of the goods.

2. As soon as materials (e.g. parts, raw materials, auxiliary materials and software) belonging to the Vendor have been processed in goods or products belonging to the Purchaser, this is regarded as a new item which becomes the property of the Purchaser.

2. Where the Vendor postpones the delivery at the Purchaser's request as provided for in Article 8, ownership of the goods will pass to the Purchaser on whatever date is agreed by them thereafter in this respect and the Vendor will be obliged as from that date to store and set aside the goods separately as the acknowledged property of the Purchaser. The goods will nevertheless be stored at the risk of the Vendor, being the holder of the goods, until such time as the goods have been delivered to the Purchaser at the place or locations provided for in Article 7 (2).

Article 10: Property of the Purchaser

1. All models, plates, films, drawings, photographs, stamps, and other images, sound and information carriers or other equipment, whether placed by the Purchaser at the Vendor's disposal or purchased or made by the Vendor for the Purchaser on its instructions and at its expense, will become and/or remain the property of the Purchaser.

2. The Vendor will arrange for such equipment to be kept in good condition and to be insured at all times against fire and theft for as long as it remains under its care.

3. The Vendor shall ensure that this equipment is handed over in good condition to the Purchaser on demand.

4. The Vendor will be obliged to compensate the Purchaser in the event that the Vendor fails to return the equipment or if it is not wholly returned or is returned in a damaged condition to the Purchaser, whether at the agreed delivery deadline or on the point in time referred to in subsection 3. The Purchaser has the right to set off this compensation against the purchase price due.

5. The Vendor is not permitted to use the equipment for any purpose other than for making the goods ready for delivery to the Purchaser; neither is the Vendor entitled to place this equipment at the disposal of third parties.

6. The existence, nature and content of the Agreement may not be divulged by the Vendor; moreover it shall hold in confidence any business information or data or information or any other equipment made available by the Purchaser as referred to in subsection 1, and nothing in relation to the above may be divulged in the absence of the Purchaser's written consent.

7. If in breach of the foregoing subsection, the Vendor shall forfeit to the Purchaser an immediately payable penalty of EUR 1,500 for each breach.

Article 11: Delivery deadline

1. The Vendor shall deliver the goods at the agreed point in time or forthwith at the end of the delivery period, as set out in the order. Where a delivery period has been agreed, this shall commence on the date that the Vendor has confirmed the order or, if this is later, on the date that the Purchaser furnishes the Vendor with the requisite information, drawings, models, films, materials or equipment required by the Vendor for purposes of commencing with the implementation of the order.

2. As soon as the Vendor becomes aware or anticipates that it will not be possible for the goods to be delivered on time, it shall notify the Purchaser accordingly without delay. If the Parties fail to agree on a mutually acceptable arrangement concerning the consequences of this delay, the ensuing dispute will be subject to the provisions of Article 23. The Vendor will be liable for any loss or damage incurred by the Purchaser as a result of the delay, and for any late notification concerning a (probable) delay.

3. Where the goods are not delivered wholly or in part at the agreed point in time and no agreement has been reached by the Parties regarding an extension of the delivery period and payment of the loss incurred because of the delay, the Purchaser will be at liberty, having given prior notice of default, to regard the Agreement as terminated within a period of two weeks, without any judicial intervention being required. The effects of this termination will relate not only to the goods that have not yet been delivered but also to any goods which have already been delivered under the terms of the same Purchase Agreement, in the event that these goods can no longer be put to effective use owing to the non-delivery of the remaining goods.

4. Upon termination of the Purchase Agreement, the Purchaser shall be at liberty to return to the Vendor at the Vendor's expense and risk any goods which have already been delivered under the terms of the same Purchase Agreement but which can no longer be put to effective use, and to demand that the Vendor refund any payments already made for these same goods.

5. Upon termination of the Purchase Agreement owing to a failure on the Vendor's part, it shall be obliged to further indemnify the Purchaser where appropriate, though not in respect of the compensation provided for in subsection 3.

Article 12: Assembly

1. Where the goods need to be assembled by the Vendor as set out in the order at the place or locations designated by the Purchaser, the Vendor shall make sure that sufficient competent personnel are on hand at the time of the delivery. The Purchaser shall ensure that adequate facilities are in place for this personnel (or make arrangements in this regard), as requested for this purpose within reason by the Vendor.

2. In the circumstances referred to in subsection 1, an inspection will be carried out after the assembly in the presence of the Purchaser and the Vendor and/or their representatives. The Vendor undertakes to continue deploying competent personnel until such time as the testing has led to a result that is acceptable to both Parties.

3. Following the assembly, the Vendor will provide the Purchaser with the necessary instructions concerning the use, maintenance and repair of the delivered goods and do so where necessary for a period yet to be agreed.

4. The foregoing subsection also applies in regard to other goods which do not require assembly but in respect of which instructions are needed.

5. The foregoing two subsections do not apply where the Purchaser is familiar or ought to be familiar with the use, maintenance and repair of the goods in question.

Article 13: Testing and rejection

1. If no sufficient testing has taken place either during or after the manufacture in accordance with Article 6, or after the assembly pursuant to Article 12, the Purchaser will be obliged to test or arrange for all goods which require testing due to their technical nature or in respect of which such testing would be desirable, to be tested after the delivery within a specified period yet to be agreed. The Purchaser shall be obliged to allow the Vendor to be present for the testing.

2. Should the testing point to defects, the Vendor will be obliged to remedy these defects as soon as possible.

3. If it is not possible to remedy the defects or if this is not a realistic option because of the time and cost involved, the Purchaser will be at liberty to refuse the goods.

4. The foregoing subsections apply equally to any goods which do not require testing but which nevertheless are deemed on delivery not to be commensurate wholly or in part with the terms and specifications of the order.

5. The Purchaser shall inform the Vendor forthwith of the rejection. If the Parties fail to agree thereafter regarding the delivery of replacement goods, the Purchaser will be at liberty, having given prior notice of default plus a period of two weeks, to regard the Agreement as terminated, without any judicial intervention being required. The provisions of Article 11, subsections 3, 4 and 5 apply by analogy to this termination.

6. Upon such termination, the Purchaser will be obliged to return the goods that have already been delivered as soon as possible at the Vendor's expense and risk to the location specified by the Vendor. When delivered by return, the ownership of the goods passes once more to the Vendor.

7. Upon such termination also, the Vendor will be obliged to immediately refund the Purchaser in respect of payments on the purchase price already made.

Article 14: Guarantee

1. The Vendor will be liable for damage whether caused to or by the goods where this occurs during the warranty period stated in the order, unless such damage is due to a design error on the part of the Purchaser or due to another error made by the Purchaser during the usage, treatment or processing.

2. The Vendor shall be obliged in compliance with its liability obligations to repair the goods or the defective components of such goods within a reasonable period free of charge or to replace these with new goods.

Article 15: Damage or loss during transport

Any goods that have been damaged or lost during the transport will be repaired or replaced free of charge by the Vendor within a reasonable time frame after such loss or damage has been reported by the Purchaser.

Article 16: Prices and payment

1. The purchase price is exclusive of VAT and unless agreed otherwise, includes the price for the goods, the packaging costs, insurance costs, transport and the cost of delivery to the location specified by the Purchaser, plus any other costs in respect of assembly and instruction as provided above in Article 12.

2. Any increase in the purchase price by the Vendor (for example, in relation to material, labour or transport costs) must be agreed to in advance and in writing by the Purchaser.
3. Where agreements are concluded on a regular basis between the Purchaser and the Vendor in relation to goods of a similar type, the Purchaser should be given at least three months' advance notice in writing of any price revisions before the end of a calendar year.
4. The Purchaser shall be at liberty to deduct from the purchase price due the difference between the extra amount payable by the Purchaser under the provisions of Article 3 on the one hand and the amounts payable by the Vendor under the provisions of Articles 10, 11, 13, 14 and 15 on the other hand.
5. The Purchaser will be obliged to pay the agreed purchase price to the Vendor at the point in time (or points in time) set out in the Agreement, plus or minus the amounts referred to in the foregoing subsections.
6. If availing of its right to place goods in storage as referred to in Article 8, the purchase price will remain payable by the Purchaser at the point(s) in time specified in the order.

Article 17: Statutory requirements

1. The Vendor warrants that the design, composition and quality of the goods to be delivered in accordance with the order comply in all respects with the applicable requirements that are provided for under the treaties, laws and/or other government-related regulations in force at the time the Agreement was signed.
2. The Vendor shall furnish the Purchaser with all relevant information that comes to light regarding the technical advancement of the goods for delivery after the formation of the Purchase Agreement as referred to in Article 2, subsection 2.
3. The provisions of subsection 1 apply equally with respect to the normal use of the goods.

Article 18: Infringements of patents, licences etc.

1. The Vendor shall indemnify the Purchaser against claims by third parties on account of alleged infringements by third parties of their patent or model rights arising in connection with the manufacture, repair or use of the supplied goods.
2. Where the Vendor holds the patent or licence in relation to the design for the supplied goods, the Purchaser will not be deemed to be in breach of such patent or licence if executing or arranging the repair or processing of such goods.
3. Where the Purchaser holds the patent or licence in relation to the design for the supplied goods, the provisions of Article 10 will apply by analogy.

Article 19: Liability

The Vendor shall be liable for any damage, costs and interest payable by the Purchaser in respect of any defect or purported defect in any goods supplied by the Vendor and it will indemnify the Purchaser against all claims and legal actions that may be filed or enforced against the Purchaser in connection with any such defect or purported defect. The Vendor is deemed to have made adequate insurance arrangements in this regard.

Article 20: Termination

1. Notwithstanding the provisions of Articles 11, 13, 14, 15 and 17, the Purchase Agreement will be terminated without any judicial intervention or notice of default being required in the event that the Vendor is declared bankrupt or applies for a provisional moratorium, or in the event of an attachment or guardianship order or otherwise if it loses the power of disposition of its assets or parts thereof, unless the obligations that arise under this Purchase

Agreement are deemed by the receiver or administrator to be an estate debt.

2. In the event of such termination, the Parties' reciprocal claims will become immediately payable. Article 11 applies also by analogy.

Article 21: Compensation

1. The Vendor shall fully indemnify the Purchaser for any damage to goods or persons where caused by the Purchaser, its personnel or customers, whether arising from or due to any actions which may be regarded as a type of breach of contract or an unlawful act on the part of the Vendor, its personnel or any other persons deployed by the Vendor in executing the order. This also includes any damage that might arise in connection with the presence, use, supply or removal of items belonging to the Vendor, its personnel or other persons deployed by the Vendor in executing the order.

2. The Vendor shall fully indemnify the Purchaser against third-party compensation claims for damage as referred to in the first subsection. Where a claim is filed by a third party against the Purchaser in this matter, the Purchaser shall promptly bring this to the Vendor's attention and furnish the necessary particulars. In all other respects, the Purchaser shall refrain from taking any further action in this matter unless authorised to do so by the Vendor or if the Vendor fails to counteract the claims from third parties.

3. The Vendor is deemed to have made adequate insurance arrangements to cover the contingencies referred to in the first subsection.

Article 22: Applicable law

These Conditions, together with any agreements to which they relate wholly or in part, will be governed exclusively under Dutch law.

Article 23: Disputes

1. Any disputes arising in connection with an Agreement that is governed by these Conditions, or arising from a supplementary Agreement ensuing therefrom, will be referred to the Disputes Committee for the Bodywork sector.

2. A dispute should be submitted in writing to the secretary of the relevant Disputes Committee, PO Box 299, 2170 AG Sassenheim, the Netherlands, together with the names and addresses of the Parties, duly outlining the circumstances of the dispute and the claim as clearly as possible, no later than within 6 months of the occurrence of the dispute.

3. Any Party that files a dispute should pay the complaint-filing fee in accordance with the instructions of the secretary of the Disputes Committee. The complaint-filing fee should be regarded as a contribution towards the costs of dealing with the dispute. The amount payable will be determined on the basis of fixed rates and depends on the importance of the case.

4. The processing of disputes will be provided for later on under separate regulations which will be sent to the Parties in the event that a dispute is submitted.

5. All disputes arising in connection with offers and/or agreements that are governed wholly or in part by these Conditions and which otherwise have not been referred to the aforementioned Disputes Committee will be referred exclusively to the competent court of jurisdiction in the district in which the Purchaser has its registered office, without prejudice to the jurisdiction of the subdistrict court pursuant to Article 93 et seq of the Code of Civil Procedure.