

Article 1 Applicability

- 1.1. These General Terms and Conditions of Purchase govern any and all applications, offers, quotations, assignments, purchase orders, order confirmations, agreements and other legal acts in respect of the goods to be delivered, services to be performed, assignments to be carried out and other work to be performed by Supplier for a company belonging to the Vekoma Rides group of companies (hereinafter to be referred to as "Vekoma").
- 1.2. Any derogations or deviations from and/or additions to these General Terms and Conditions of Purchase can only be agreed upon in writing and shall not apply unless explicitly confirmed by Vekoma, in writing, to the Supplier.
- 1.3. Any general terms and conditions of Supplier, however they may be named, do explicitly not apply.
- 1.4. In the event of any differences between translations of these general terms and conditions and the Dutch version of the terms and conditions, the Dutch text will prevail

Article 2 Conclusion of, and amendments to, agreements

- 2.1. Offers, quotations, etc. that originate from Supplier (excluding any general terms and conditions of Supplier) are irrevocable unless it appears from the offer, quotation, etc. that the offer is free of engagement.
- 2.2. The agreement between Vekoma and Supplier will only be concluded if Vekoma has explicitly accepted an assignment, offer or quotation from Supplier in writing or that Vekoma has sent a written confirmation in that respect. In these General Terms and Conditions of Purchase, "written" or "in writing" is taken to any form of communication via post, e-mail or fax with a Vekoma letterhead or Vekoma logo.
- 2.3. Any confirmations of orders by the Supplier, which include alterations with regard to Vekoma's order, shall only be binding when these alterations have been explicitly accepted by Vekoma in writing.
- 2.4. The price agreed upon shall be binding and exclusive of VAT but inclusive of transportation to the delivery address as indicated by Vekoma and including proper packaging and any other additional costs or levies imposed by third parties or otherwise. In the event that any alterations to the purchase agreement result in an increase or decrease of the costs, any resulting change in the purchase price must be agreed upon in writing between the parties.
- 2.4. Any and all costs related to drawing up an offer or quotation etc. will be paid by Supplier.
- 2.5. In the event that the freight rates, import or export duties or other duties at home or abroad are raised or new rates are enforced after the conclusion of the agreement between Vekoma and Supplier, such increases or new duties or new rates shall be payable by the Supplier to the extent that these relate to the goods or services purchased by Vekoma.

Article 3 Packaging and transportation

- 3.1. The Supplier shall pack and/or secure the goods at his expense (unless agreed upon otherwise in writing by both parties), in such a manner that these will reach their destiny in good order and condition when using the normal means of conveyance. Any and all special requirements made by Vekoma with regard to the packaging and/or security, shall be observed by the Supplier, provided that Supplier has informed Vekoma thereof, on time and prior, in writing. Packaging must be in accordance with the applicable statutory laws, rules and regulations.
- 3.2. Delivery of the goods, by Supplier, will be "DDP" (Incoterms), unless parties agreed upon otherwise in writing. Any other delivery terms which may be included in the agreement or purchase order shall be in conformity with the then applicable Incoterms, at the date of conclusion of the agreement or purchase order.
- 3.3. The Supplier must see to it that each delivery shall be accompanied by a packaging list provided with an order number and project number as set out in Vekoma's purchase order, and accompanied by other documents (if applicable) as specified by Vekoma in the purchase order.

Article 4 Delivery, term of delivery

- 4.1. Goods must be delivered in the manner and at the place and time as indicated by Vekoma in the agreement, purchase order, assignment or these General Terms and Conditions of Purchase. In the event that no agreements have been made in that respect, delivery must be made, DDP (Incoterms 2010), to Vekoma's premises in Vlodrop. Delivery is also taken to include the delivery of any and all related ancillary materials and any and all related documentation.
- 4.2. The date and time of delivery agreed shall be a firm and final date and time and the Supplier will be in default if it exceeds an agreed term in respect of all or part of the delivery. The expiry of the term of delivery shall at all times be sufficient justification for Vekoma to dissolve the agreement, wholly or only with regard to the part thereof that has not been delivered in time, and to have said agreement carried out by a third party at the supplier's expense, all this without any judicial intervention and without prejudice to our further (legal) rights. The dissolution of the agreement shall authorise Vekoma to return to the supplier, at his expense and risk, the goods which have already been delivered to Vekoma on the basis of said purchase agreements, but cannot effectively be used any more, and to reclaim any payments the supplier might have received for these goods.
- 4.3. Alterations to the time or place of delivery are only possible with Vekoma's explicit prior written approval.
- 4.4. As soon as Supplier foresees or circumstances arise that Supplier will not be able to comply with its obligations (including its obligations to deliver) or will not be able to do so properly and in a timely manner, it must immediately notify Vekoma in writing to that respect, stating the actual circumstances that impede timely or proper compliance. This provision also applies in the event that the cause is attributable to Vekoma.
- 4.5. In the event that Supplier fails to provide Vekoma with the notification (as stipulated in article 4.4.), Supplier will forfeit any and all rights that Supplier would have been able to invoke in connection with the circumstances referred to in article 4.4. This provision also applies in the event that Vekoma was aware or should have been aware of the circumstances in question.
- 4.6. The delivery will be deemed to have been completed at the time at which delivery of the goods has been accepted by or on behalf of Vekoma and Vekoma has signed a form to indicate its acceptance of the delivery.

Article 5 Warranty of quality and description of the goods

The Supplier shall guarantee that:

- the goods and/or services will be complete and entirely suited for the purpose it is meant for;
- the goods or services will be entirely in conformity with the requirements included in the purchase order, purchase confirmation, specifications, designs, calculations and/or other documents supplied;
- the goods or services will at least fulfil the statutory requirements and the governmental provisions prevailing in the Netherlands and European Union, unless it is agreed upon otherwise in writing by Vekoma;
- that the goods and/or services will be of good quality and free from defects with regard to design (unless the design is a Vekoma design), execution and/or material.

Article 6 Guarantee to repair defects

- 6.1. The Supplier shall repair free of charge any and all defects or non-compliances of the goods and/or services during a period of 24 (twenty-four) months after the acceptance or taking into use of the goods, or the taking into use of the object in which the delivered goods are incorporated, whichever is the latest, unless the agreement includes a different term: all this unless the supplier provides documented proof that these defects result from any faults in the design originating from Vekoma and/or from faulty materials delivered by Vekoma.
- 6.2. The Supplier shall undertake to carry out the repair or replacement works (as the case may be) as quickly as possible and within a reasonable period, to be determined by Vekoma in writing, by repairing or replacing the faulty goods or parts thereof, at the option of Vekoma.
- 6.3. The Supplier shall pay for all the costs which are reasonably made in connection to the repair of the defects or replacement of the goods for which he is deemed to be responsible or liable for, including but not limited to the building in and taking out, transportation, and the like.
- 6.4. If Supplier fails to fulfil its obligation to properly repair or replace the goods and/or fails to fulfil to do so within the agreed time limit or in cases of urgency, Vekoma shall have the right to carry out all that is necessary or have said activities carried out by third parties at the expense and risk of the Supplier, provided that the Supplier is informed as soon as possible. The agreed time limit can only be extended if the circumstances so allow and Vekoma agrees to such extension in writing, which consent will not be unreasonably withheld.
- 6.6. The provisions of the previous paragraphs of this article and/or of the remaining articles of these General Terms and Conditions of Purchase shall not release the Supplier from any further liabilities and obligations on his part, in accordance with the applicable laws.

Article 7: Inspection, examination and testing

- 7.1. Vekoma shall have the right at all times to inspect or to examine, or to test the any and all goods and/or activities it (or to have them inspected or examined or tested) and to carry out progress control, prior to final delivery. In the event that we shall exercise this right, the Supplier shall provide such facilities as we may reasonably require.
- 7.2. Inspection or approval, in conformity with article 7.1, shall not discharge the Supplier of any warranties and/or liability arising from the agreement concluded between the parties, from any applicable statutory laws, duties, rules and/or from these General Terms and Conditions of Purchase.
- 7.3. In the event of rejection we shall inform the Supplier, stating the reasons. The Supplier shall then be held to repair or to replace the rejected goods at his expense within a time limit to be set by Vekoma or have said activities carried out by third parties at the expense and risk of the supplier in case Supplier cannot reasonably expect Vekoma to accept repair or replacement by him in view of the

these terms degree of the negligence and/or time connected thereto.

7.4. Receipt, payment, inspection or failing to inspect shall not release the Supplier of any warranty and/or liability arising from and conditions, the agreement or the law.

7.5. The guarantee period for any parts which shall be held in stock by Vekoma - so-called spare parts - shall not commence until they have been put into use, unless the method of storage prescribed by the Supplier has not been followed.

Article 8 Ownership

- 8.1. The ownership of, and the risk, for the goods delivered shall pass to Vekoma at the time of delivery of the goods on the location agreed, Vlodrop or elsewhere. In the event of payments made before the delivery, as referred to in the previous sentence, the ownership shall pass to Vekoma at the time and to the amount of said payment. On Vekoma's first written demand, the Supplier shall co-operate in establishing an undisclosed pledge on the goods which are already paid by Vekoma. The Supplier shall be obliged to insure these goods and to keep them insured and to administer them with proper care.
- 8.2. In the event that we shall put goods at the Supplier's disposal for treatment or processing, or to be joined together with or to be merged into any goods the ownership of which does not belong to Vekoma, then we shall remain owner of or we shall become owner of the goods created in that way. The Supplier shall be obliged to retain said goods clearly marked as our (joint) property and he shall be carrying the risk until the time the goods are delivered to Vekoma.
- 8.3. Any and all auxiliary equipment, such as designs, models, mods, matrices, materials or special tools made available by Vekoma to the Supplier for the execution of the order or manufactured or bought by him at our expense, shall be, remain or becomes our property. The Supplier cannot exercise any right of retention in respect of this auxiliary equipment.
- 8.4. The Supplier shall only use this auxiliary equipment, or have it used, for the execution of the agreement, and shall return said equipment to Vekoma on Vekoma's first demand and free of charge.

Article 9 Invoice and Payment

The invoices must be sent, by Supplier to Vekoma, in duplicate by separate post and must include the order number and project number as set out in our order. Unless provided for differently, payment shall take place within 60 (sixty) days after we have received the goods, have accepted the goods and the invoice -in agreement with what has been convened - is in our possession. Payment does not imply acceptance or approval.

Article 10 Settlement

We shall be entitled to settle any claims owing by the Supplier, valuable in money, with claims owing by Vekoma and by other companies, which are part of our group. In the event that the Supplier is part of a group of businesses, Supplier within the meaning of this article shall also be taken to mean all the businesses being part of that group.

Article 11 Indemnity and liability

The Supplier shall indemnify and hold harmless Vekoma fully against any and all third party claims because of defects to the goods and/or services or to be goods and/or services and to the auxiliary equipment used in the execution of the agreement, or because of acts or failure to act by the supplier, his employees or other persons associated by him in the execution of the delivery.

Article 12 Intellectual and/or industrial rights of ownership

The Supplier shall guarantee that the goods and/or services supplied to Vekoma shall not infringe a copyright or any other intellectual or industrial right of ownership of third parties and shall indemnify Vekoma against any and all claims with respect to the goods and/or services delivered by Supplier, if and to the extent that said infringement is not resulting from a design originating from Vekoma.

Article 13 Insurance

The Supplier shall be obliged to insure himself properly and to remain insured against product liability and against loss, theft or fire with regard to all goods which are part of the delivery and/or the auxiliary equipment the Supplier uses in the execution of the agreement, as well as against any claims based on these General Terms and Conditions of Purchase.

Article 14 Confidentiality

The Supplier shall be obliged to observe absolute confidentiality in connection with all our business matters, both during and after the termination of the agreement, and this in the broadest sense of the word, including data with regard to instructions, models, designs, plans and diagrams. Without our prior written consent, the Supplier shall not be entitled to make known to third parties the existence of an agreement with Vekoma via brochures, statements, references, advertisements or using other media.

Article 15 Statutory provisions

The supplier shall be obliged to fulfil all statutory provisions and decisions, which must be observed in connection with the nature and the intended use of the goods to be delivered. The supplier shall indemnify Vekoma against any and all claims which may be enforced against Vekoma on that basis.

Article 16 Dissolution and termination

- 16.1. In the event that the Supplier does not, not timely or not properly, fulfil one or more obligations towards Vekoma, as well as in the event of bankruptcy or a suspension of payment or a petition for bankruptcy or for suspension of payment, closing down or liquidation of the supplier's business or a change in the absolute control over/in his company, he will be considered to be in default by operation of law, and we shall have the right to dissolve unilaterally, and by registered letter, the agreement wholly or in part without further notice of default or judicial intervention being required, and without prejudice to any further rights we may be entitled to. We shall have same rights in the event of a change of control in the company of Supplier. All claims which Vekoma might have against the Supplier at the moment of dissolution or termination shall forthwith and fully become due and payable.
- 16.2. Without prejudice to any right on our part to compensation and at our option, we shall have the right, on partial dissolution to return to the supplier any goods already delivered but unusable or not to be used any more, at his expense and risk, and to reclaim any payments already made for said goods or to complete the order ourselves or to have third parties complete it after having notified the Supplier, possibly using the goods already delivered by Supplier, whether or not for a charge to be agreed upon afterwards.

Article 17 Force majeure

In the event that the Supplier is not capable to fulfil his obligation to deliver in due time on account of force majeure, he is obliged to inform Vekoma forthwith and Supplier shall do all within its power in order to limit the consequences and/or damages for Vekoma as much as possible.

Article 18 Transfer of rights and obligations

The Supplier shall not transfer or assign any of his rights and obligations arising out of the agreement, in whole or in part, to third parties without Vekoma's prior written consent.

Article 19 Nullity

In the event that one or more of the stipulations of these General Terms and Conditions of Purchase become or are deemed to be null and void, the remaining provisions will remain unimpaired. The invalid stipulation shall be replaced by a stipulation which is nearest in meaning.

Article 20 Applicable law and disputes

The agreement shall be governed by and construed in accordance with the laws of the Netherlands, with the exclusion of the "United Nations Convention on Contracts for the International Sale of Goods (CISG)". Any and all disputes shall be exclusively submitted before the *Arrondissementsrechtbank* (District Court) in Roermond, the Netherlands.

