

MAG45

■ industrial supply solutions
a solar group company

General Terms and conditions of Purchase

Version 14-5-2018

The Reference in
Integrated Supply



General Terms and Conditions of Purchase MAG45 BV

1. Definitions

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| MAG45 BV | MAG45 BV at De Schakel 20, 5651 GH Eindhoven, the Netherlands. |
| Supplier | The person, corporation or company identified as the supplier of the goods or service. |
| Order | The purchase contract, the purchase order, call-of order or equivalent thereof, agreed and accepted by MAG45 BV and supplier, including these conditions. |
| Goods | The delivery of goods, products, equipment, design as specified in the order. |
| Services | The services as specified in the order. |
| Work(s) | The delivery of goods and/or providing the services that are the subject of the order. |

2 The quotation of supplier shall be received by MAG45 BV no later than the date in the Request for Quotation (RFQ) of MAG45 BV. From this date, the quotation may not be modified by suppliers. The quotation shall be irrevocable and shall be binding upon supplier until the date set forth in the RFQ. If requested, the quotation shall be offered in the template provided by MAG45 BV.

3 Orders, agreements relating thereto, modifications thereof and additions thereto will be binding upon MAG45 BV if they have been placed or confirmed as the case may be in writing by our Purchasing Department. Execution of said orders and agreements shall take place solely on the basis of these General Terms and Conditions of Purchase. Any reference to the general conditions of the supplier is hereby expressly rejected by MAG45 BV.

4. Unless otherwise agreed in writing, the delivery condition DDP shall apply at the agreed delivery location, as defined in the latest version of INCOTERMS®.

5. Unless otherwise agreed in writing, the payment conditions are 60 days net after invoice date, starting from date of invoice. MAG45 BV will only process digital invoices, to be sent to apinvoicesnl@mag45.com. Supplier invoices should at least include the following information:

- (a) The Purchase Order number of MAG45 BV related to works;
- (b) The legal name and registered address of supplier;
- (c) The bank account information (IBAN and BIC) of supplier;
- (d) The VAT number of supplier;
- (d) A declaration as to whether the regulations governing the deferment of VAT are applicable or not.

6. The supplier shall execute the order at the time or times agreed upon. In the event of early execution of all or part of the order, which is permitted only with our prior written approval, payment will nevertheless be effected as if the initially agreed time(s) had been adhered to.

7. The supplier guarantees that all the goods delivered are in conformity with the agreed specifications and approved samples and further that the goods are of sound workmanship, of good quality and free from faults in construction, manufacture and material, and further that the goods and their performance shall satisfy mandatory regulations relating to inter alia health, safety, the environment and electromagnetic interference, valid in the country for which the goods are destined if this destination was communicated to him or was otherwise reasonably known to him. Where the order provides for installation, assembly, commissioning or any other work to be carried out by the supplier the same shall be executed with good

workmanship. The supplier shall execute the work with an adequate or the agreed number of persons and quantities of materials, component parts, equipment and tools of adequate or the agreed qualifications or quality as the case may be. The supplier guarantees that the work shall be executed in accordance with the agreed requirements and that the results intended to be achieved according to the order will be met.

8. MAG45 BV shall be entitled to inspect the goods intended for delivery to MAG45 BV in the factory of the supplier. Such inspection does not imply delivery, taking-over or acceptance of those goods. The goods remain for the account and at the risk of the supplier until the risk has passed to MAG45 in accordance with the agreed terms of delivery.

9. MAG45 BV shall be entitled to inspect the goods upon their arrival at the ultimate place of destination and upon completion of any installation, assembling, erecting, commissioning or other work to be carried out pursuant to the order within a reasonable period after receipt of the supplier's notice of their completion in order to ascertain whether the agreed requirements, particularly those specified in point 7, are complied with. In case of shortcomings which MAG45 BV could not reasonably discover or which could not have been discovered during a thorough inspection, MAG45 BV shall still be entitled to reject the goods even after expiration of the said reasonable period taking into account the provisions as set forth herein below.

In the event of rejection, MAG45 BV shall inform the supplier as soon as possible in writing thereof, giving the reason which lead to the rejection. Supplier is entitled to inspect the rejected goods within 5 working days at delivery location.

At MAG45 BVs discretion, rejected goods will be returned to the supplier or retained by MAG45 BV until the supplier has given MAG45 BV further instructions as to their disposal. Rejected goods will be for supplier's risk as from the moment of dispatch of the notice of rejection to the supplier. From the date of dispatch of said written notice to the supplier the property in the goods shall pass to the supplier. The supplier shall repay to MAG45 BV on our first demand, without delay and without any deduction, all amounts prepaid by MAG45 BV relating to the goods, or works or services rejected.

10. Unless otherwise agreed in writing, payment shall be effected after the order has been duly executed and after receipt of the relevant invoice in accordance with the agreed payment terms unless MAG45 BV has objected to the way in which the order has been executed. Payment shall be without prejudice to any of our rights.

11. Supplier warrants that the goods or any other information and items furnished or used by supplier will not result in or give rise to any infringement or misappropriation of any patent, copyright, trademark, design, trade secret, proprietary data of license.

12. In case the design of goods or works is ordered by MAG45 BV, the supplier shall by means of a written statement transfer to MAG45BV the property in all items such as models, dies, moulds, jigs, gauges, tools and drawings specifically acquired or manufactured by the supplier for the execution of our order immediately upon the same having been supplied to him or the manufacture by him having been completed. Where the supplier acquires such items from third parties MAG45 BV shall pay the supplier if this has been agreed but only after the supplier has produced evidence that he has fully paid therefore. The supplier shall retain such items on loan from MAG45 BV. All such items including materials and components which MAG45 BV puts at the supplier's disposal for the execution of our order will remain our property under all circumstances. MAG45 BV reserves at all times and under all circumstances the right to take them back whether or not the same have been processed and/or used by the supplier against reimbursement of processing costs, if due by MAG45 BV. The supplier shall store such materials and components separately and he shall clearly mark all such other items as our property. He shall inform any third parties who might seek

recourse thereon of our proprietary right; he shall immediately inform MAG45 BV of such an eventuality. The supplier shall not use such items nor will he allow them to be used by or on behalf of third parties for or in connection with any purpose other than the execution of our order.

13. Where the order provides for installation assembly, commissioning or any other work to be carried out by the supplier, this shall be carried out at his cost, expense and risk, either by himself or by any third parties on his behalf, the latter however being subject to our consent. In case the supplier intends to use any third parties for the execution of the order he will inform MAG45 BV thereof without delay.

The supplier shall take all precautions necessary to ensure that the work is carried out in accordance with mandatory and other regulations applicable where the same is carried out and, to the extent MAG45 BV is not co-responsible therefore, he shall be liable for injuries and damages to persons and property inflicted as a result of the said work. The supplier shall secure at his own expense, all insurances necessary to indemnify MAG45 BV for all damages, costs and claims resulting from any negligence or act or omission on the part of the supplier, the abovementioned third parties and persons used by the supplier and such third parties and shall produce satisfactory evidence thereof on demand.

14. Supplier shall inform MAG45 BV in case of changes to the goods, such as design changes, minor modifications or end-of-life notifications.

15. Supplier shall indemnify MAG45 BV and hold MAG45 BV harmless from all product liability claims from any third party for products supplied. This includes claims as a result of third parties using the products in their intended manner, or any other type of loss or damage such as consequential losses and recall campaigns.

The supplier shall indemnify MAG45 BV against all fines, losses, damages, costs and expenses arising from any actual or alleged utilization of any patent, patent application or other industrial or intellectual proprietary rights as a result of the use, processing, sale, storage or lease of the goods except to the extent that the same is the result of adaptations made by the supplier to comply with our specific design requirements.

These claims include the reimbursement of the legal expenses reasonably incurred by MAG45 BV in contesting or defending such claims.

16. Where pursuant to our order goods are to be provided with one or more trademarks owned by MAG45 BV or with trademark(s) which MAG45 BV is entitled to apply or to have applied the supplier shall not in any way by implication or otherwise claim any title to such trademark(s) or similar or related trademark(s). Only goods so ordered by MAG45 BV shall have such trademark(s) applied to them. The supplier shall adhere to our instructions with respect to dimensions, positioning and other aspects related to said trademark(s).

17. Supplier shall not employ children in violation of convention 138 and 182 of the International Labour Organisation.

Supplier guarantees that all products supplied comply with all applicable, state, federal and local laws and regulations applicable to these products unless explicitly agreed otherwise. These regulations include, but are not limited to: directive on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (RoHS) 2002/95/EC and the amending Directive 2015/863, the Regulation concerning the Registration, Evaluation, Authorisation and restriction of Chemicals (REACH) 1907/2006/EC and the Waste Electrical and Electronic Equipment Directive (WEEE) 2012/19/EC. Upon MAG45's request, Supplier shall provide MAG45 with access to all necessary information and records evidencing the compliance.

Supplier agrees to indemnify and hold MAG45 harmless from and against any and all costs, expenses, penalties or other liabilities attributable to supplier violation of compliance.



The supplier is responsible for the correct CE marking on their products.

18. When offering for transport or transporting dangerous goods the supplier shall strictly adhere to statutory provisions and provisions of international treaties, conventions and agreements relating to transport of goods applicable in the countries (to be communicated by MAG45 BV or otherwise reasonably known to the supplier) where the goods will be transported.

The supplier shall provide MAG45 BV with such written information regarding the composition of dangerous goods so that transport, warehousing and processing thereof may be effected in compliance with the relevant provisions of laws, international treaties, conventions and agreements applicable in the countries referred to in the foregoing paragraph. The supplier will not be released from his obligations under this point by relying on information provided by MAG45 BV regarding the abovementioned provisions.

19. All information, including but not limited to RFQ's, orders, contracts, specifications, drawings, sketches, data or other documentation, disclosed to or developed by supplier in the context of the contract will be treated by supplier as confidential and will only be communicated and distributed to employees of supplier, who need to be informed. At MAG45 BV request, a separate agreement on confidentiality will be signed.

20. Failure by the supplier to perform within the agreed time or times, to adhere to the agreed quantities, to fulfil the requirements pursuant to point 7 hereof or otherwise to perform any of the obligations pursuant to this order and agreement(s) relating thereto shall entitle MAG45 BV at our option:

- a. to give the supplier the opportunity to remedy his failure within a period of time to be fixed by MAG45 BV, or
- b. to cancel the order at our option wholly or partially without notice of default by means of a written notice; MAG45 BV shall also be entitled to cancel the order in the same manner in the event that the supplier shall not have remedied his failure within the period of time fixed by MAG45 BV in accordance with point 20 a, above, provided always that MAG45 BV shall be entitled to be indemnified by the supplier for all losses, damages, costs and expenses including fines which MAG45 BV may incur directly or indirectly as a result of such failure.

21. Relinquishment of our right at any time to invoke strict compliance with such obligations or failure to insist on the supplier's compliance with any of his obligations shall not be construed as a waiver or relinquishment of our right at any time to invoke strict compliance with such obligations

22. If and in so far as pursuant to a final and conclusive decision of a competent authority one or more provisions of these General Terms and Conditions of Purchase would in whole or in part be invalid or unenforceable, the other (parts of the) provisions hereof shall remain in full force and effect. The Parties shall as then be held to agree upon supplementary provisions of which the economic effect will as much as possible approach the economic effect of the relative invalid or unenforceable provision.

23 This order and agreements relating thereto shall be governed and construed in accordance with Dutch Law.

24 The UN Convention on international Sale of Goods does not apply.

25 All disputes arising out of this order and agreements relating thereto shall be determined only by the competent courts in The Netherlands.

Eindhoven, 14th of May 2018

