
PURCHASE CONDITIONS IUPPITER B.V.

ARTICLE 1. | DEFINITIONS

In these purchase conditions the following terms are used with the following meaning, unless it appears otherwise from the nature or scope of the clauses.

1. **Iuppiter:** Iuppiter B.V., who operates under these purchase conditions, is located at the address Brugwachter 11, 3034 KD Rotterdam, The Netherlands and registered with the Trade Register under Chamber of Commerce number 65522133.
2. **Supplier:** any natural person, exercising a profession or operating a business, or legal entity with whom Iuppiter has concluded or intends to conclude an agreement.
3. **Agreement:** any agreement concluded between the supplier and Iuppiter with which the supplier is contractually bound to sell and/or deliver products to Iuppiter.
4. **Products:** all goods to be delivered under the agreement by or on behalf of the supplier to Iuppiter.
5. **Written:** both traditional written communication as well as digital communication on a durable medium, such as e-mail communications.

ARTICLE 2. | GENERAL PROVISIONS

1. These purchase conditions apply to any purchase offer made by Iuppiter, any offer made by the supplier addressed to Iuppiter and any negotiated agreement.
2. The provisions of these purchase conditions may only be waived in writing. If and to the extent that what the parties have explicitly agreed to in writing, deviates from the provisions of these purchase conditions, what the parties have explicitly agreed in writing prevails.
3. The general, delivery or other terms and conditions of the supplier are not applicable to the agreement in so far as the parties have not explicitly agreed otherwise. Insofar it has been agreed that both the terms and conditions of the supplier and the present purchase conditions apply, in case of conflict between these provisions, the provisions of these purchase conditions prevail.
4. Nullity or invalidity of one or more provisions of these purchase conditions does not affect the validity of the remaining clauses. In case of such an occurrence, the parties are required to consult each other in order to make an alternative arrangement in respect of the affected clause. To that effect, the purpose and intent of the original provision will be adhered to as much as possible.

ARTICLE 3. | OFFER AND CONCLUSION OF THE AGREEMENT

1. All quotations of the supplier intended for Iuppiter are irrevocable, unless explicitly stated therein that it is optional. Iuppiter is not obligated to accept an offer made by the supplier and/or to place an order.
2. All costs related to the preparation of offers made by the supplier and the provision thereof to Iuppiter, are to be borne by the supplier.
3. Agreements are concluded through offer and acceptance. If a written purchase order follows an offer made by the supplier addressed to Iuppiter, the agreement is concluded at the time the order is sent by Iuppiter. If an agreement is entered into orally, the execution of the agreement shall be suspended until such time as the written confirmation of the order is sent by Iuppiter.
4. If in the execution of the agreement specifications or instructions approved by Iuppiter are used, such specifications or instructions form an integral part of the agreement.
5. If the supplier concludes the agreement on behalf of another natural or legal person, the supplier declares by entering into the agreement to be authorized to do so. In addition to this (legal) person, the supplier is jointly and severally liable for all obligations arising from this agreement.

ARTICLE 4. | EXECUTION AND DELIVERY

1. Unless otherwise explicitly agreed, delivery of the goods occurs by delivery thereof on behalf of the supplier to the delivery address provided by Iuppiter for the cheapest shipping method. Delivery shall be made pre-paid to Iuppiter, unless explicitly agreed otherwise.

2. The products are to be delivered including all related equipment, including any documentation and quality, inspection and warranty certificates.
3. The products are at the risk of Iuppiter from the time the products are received by or on behalf of Iuppiter unless arises otherwise from the nature or scope of an explicitly agreed delivery condition. If the products are transported at the risk of the supplier, the supplier properly insures itself against this risk.
4. The supplier is not authorized to perform the agreement in parts, unless explicitly agreed otherwise.
5. The supplier guarantees that the delivery is made on time and in accordance with the agreed delivery term. If the supplier does not deliver the goods in accordance with the agreed delivery term, the supplier is then legally in default of its obligations. If a firm delivery date has not been explicitly agreed, then the default of the supplier shall only commence after expiry of a reasonable term as set by Iuppiter in its written notice of default. The supplier is always obligated to immediately inform Iuppiter of any delay or expected delay regarding the delivery. Unless the date or term of delivery has been explicitly agreed upon, the delivery term commences on the day of the conclusion of the agreement.
6. The default by the supplier not only provides Iuppiter with the opportunity to terminate the agreement, but also with the right to claim full compensation for direct and indirect damage, irrespective whether this is combined with suspension or termination of the agreement.
7. The supplier warrants that Iuppiter acquires the unencumbered ownership of the products. Furthermore, the supplier waives all rights and powers which it is entitled to pursuant to the right to lodge a complaint.

ARTICLE 5. | COMPLIANCE

1. The supplier guarantees that the products have the features agreed between the parties, are free of defects and third party rights, comply with the requirements pursuant to the law and/or set by Iuppiter and that the packaging of the products contains an indication of the producer who has placed the products on the market.
2. In case a model, sample or example has been shown or provided by the supplier, the products must be delivered in accordance with the shown or supplied model or example. The qualities and characteristics of the products may not deviate from the model or example, unless explicitly agreed otherwise.
3. Iuppiter is entitled to (have someone) subject the products to an assessment, inspection and/or tests. In case of rejection of the products, the risks that are associated with the rejected goods lie with the supplier, that is to say these risks transfer to the supplier from the day that the supplier has been notified in writing of the rejection.
4. If the delivery does not meet the requirements of paragraph 1 and/or 2 or is rejected by Iuppiter, at the discretion and upon first request of Iuppiter, the supplier of the products will replace or deliver what is missing as yet, without prejudice to Iuppiter's right to terminate the agreement in whole or in part and without prejudice to Iuppiter's other rights. The replacement or supplemental delivery shall be made within a reasonable time as notified by Iuppiter.
5. All costs incurred in connection with Iuppiter exercising its rights referred to in the preceding paragraphs of this article, shall be borne by the supplier. In urgent cases, and in addition, if, after consultation with the supplier it must reasonably be assumed that the supplier does not, not timely or not properly arrange for repair or replacement, Iuppiter is entitled to have the repair or replacement carried out by third parties at the expense of the supplier.

ARTICLE 6. | SUSPENSION AND TERMINATION

1. If warranted by the circumstances, Iuppiter is authorized to suspend or cancel the agreement with immediate effect in whole or in part, if and insofar as the supplier does not, not timely or completely comply with its obligations under the agreement, or if after the conclusion of the agreement, Iuppiter learns of circumstances providing valid grounds to fear that the supplier will not meet its obligations.
2. If the supplier is in a state of bankruptcy, any attachment is levied on its property or the supplier otherwise cannot freely dispose of its assets, Iuppiter is entitled to terminate the agreement with immediate effect.
3. Furthermore, Iuppiter is entitled to terminate the agreement if and when circumstances arise of such a nature that fulfilment of the agreement is impossible or unaltered maintenance thereof cannot be reasonably demanded from Iuppiter.
4. The supplier will never claim any form of compensation in connection with Iuppiter's exertion of its right to suspend or terminate on the basis of this article.
5. To the extent that this can be attributed to the supplier, the supplier is obligated to reimburse Iuppiter for the damage suffered as a result of the suspension or termination of the agreement.

6. If Iuppiter terminates the agreement pursuant to this article, all claims against the supplier become immediately due and payable.

ARTICLE 7. | PRICES AND PAYMENTS

1. The agreed prices are fixed and binding and applicable to pre-paid delivery to the agreed location and include all costs relating to transport, insurance, import and export duties, other taxes, levies and changes in currency exchange rates, unless otherwise agreed.
2. If on the basis of any (legal) provision, the supplier exercises a right conferred to it to increase prices, Iuppiter is entitled to terminate the contract with immediate effect without further notice and without being obligated to have to pay any damages.
3. Payments are made to the supplier within 30 days after the invoice date, provided that the products meet the agreed requirements, the invoice is correctly addressed and complete and the supplier has fulfilled all its obligations under the agreement. Iuppiter is entitled to suspend its payment obligations as long as the supplier fails to fulfil its obligations referred to in the previous sentence.
4. Before proceeding with payment, Iuppiter is at all times entitled to require security which it deems appropriate for the performance of the (remaining) obligations by the supplier. Refusal to provide the required security by the supplier invokes Iuppiter's right to terminate the agreement with immediate effect, without prejudice to Iuppiter's right to compensation for the actual damage.
5. If Iuppiter proceeds with payment, this in no way implies a waiver of rights.
6. Iuppiter is entitled to set off any claims, of whatever nature, which the supplier has against Iuppiter, with claims that Iuppiter has against the supplier.

ARTICLE 8. | LIABILITY AND INDEMNITY

1. The supplier is liable for all direct and indirect damage that is attributable to the supplier that Iuppiter or third parties suffer as a result of a failure to fulfil the obligations by the supplier and/or in connection with product liability and/or as a result of acts or omissions by the supplier, its employees or engaged non-subordinates.
2. The supplier shall take out adequate insurance against the liability referred to in the previous paragraph and if so requested, allow Iuppiter to inspect the insurance policies concluded to this end.
3. The supplier indemnifies Iuppiter against all claims of third parties in connection with a breach that is attributable to the supplier. The supplier is liable for all costs Iuppiter has to make as a consequence thereof, for example because in the pertaining matter it had to defend itself in- or out of court or engage the services of legal counsel. In case Iuppiter should be addressed by third parties, the supplier is obligated to assist Iuppiter both in- or out of court and immediately do everything that can be reasonably expected from the supplier. Should the supplier fail to take adequate measures, then Iuppiter, without giving notice, is entitled to do so. All costs and damages incurred on the side of Iuppiter and third parties, are for the account and risk of the supplier.

ARTICLE 9. | FINAL PROVISIONS

1. Dutch law is exclusively applicable to all agreements and pursuant legal relationships between the supplier and Iuppiter.
2. Parties shall not instigate proceedings with the court before they have done their utmost to resolve the dispute by mutual agreement.
3. In so far as the law does not dictate otherwise, the court within the jurisdiction of the location of Iuppiter is exclusively designated to hear legal disputes.
4. The Dutch version of these purchase conditions shall be decisive for the interpretation of the terms contained therein.