



Terms and Conditions of Purchase Clean Tech Worx B.V.

Located at Het Goorke 29 A (4906CZ) Oosterhout, The Netherlands. Registered with the Chamber of Commerce with number 81106637.

1. Definitions

Buyer Clean Tech Worx B.V.

Supplier is a legal entity that enters into an agreement with the contractor for the supply of Goods and/or services.

Quotation/Offer is a written Offer and estimate of the Supplier in response of a request from the Clean Tech Worx concerning

Products of the Supplier.

Purchase order the order sent by Buyer to Supplier to confirm the Quotation.

Order confirmation a written confirmation of an earlier commitment between Supplier and Buyer.

Agreement the whole of Agreements between the Clean Tech Worx and the Supplier concerning the sale and delivery of Goods and/or services by the Supplier to the Clean Tech Worx.

Goods, Performances or Products are the Goods and/or services that Supplier delivers pursuant to an Agreement. Defective products any deviation from Products of what is determined by an Agreement and/or these conditions, and in any other way not properly functioning of the Products. Parties are Buyer and Supplier.

2. Application

- 2.1. These Terms and Conditions of Purchase of Clean Tech Worx Mobile Systems B.V. are applicable to all applications, Quotations, Agreements and assignments of the Buyer (hereinafter referred to as: Clean Tech Worx) and Supplier with regard to the delivery of Goods and/or services.
- 2.2. These Terms and Conditions of Purchase expressly exclude the terms and conditions of the Supplier.
- 2.3. Written terms otherwise agreed on in the Agreement prevail over these Terms and Conditions of Purchase, but are only valid for the Quotation, order or Agreement to which they relate.

- 2.4. These Terms and Conditions of Purchase can only be deviated from as far as this has been agreed in writing between the parties, and no provision of the Supplier can amend the Terms and Conditions of Purchase.
- 2.5. If a provision in these purchase conditions is annulled, the other provisions will remain in force. The parties will enter into consultation to replace the void provisions.
- 2.6. Clean Tech Worx is authorized to amend these Terms and Conditions of Purchase at any time.
- 2.7. In the event of a conflict between a provision in an Agreement concluded by the Supplier and Clean Tech Worx and a provision in these conditions, the provision in the Agreement shall take precedence.

3. Quotation and conclusion of the Agreement

- 3.1. 3.1 A proposal or application for an Offer is without obligation, and Clean Tech Worx may change or withdraw the request. Clean Tech Worx will not reimburse any costs or damage associated with the Offer. The Quotation from Supplier is valid for 90 days and the price is fixed during this period.
- 3.2. The costs associated with the Offer include, but are not limited to the costs of drawings, designs and samples. These are solely at the expense of the Supplier.
- 3.3. 3.3 The Agreement is concluded and binding if Clean Tech Worx accepts the Quotation by sending a purchase order to the Supplier, which the Supplier confirms with an order acknowledgement within 24 hours after receipt of the purchase order. Each order, confirmed this way, shall conclude an individually binding Agreement upon the parties.

4. Prices

- 4.1. The prices include all costs relating to the fulfillment of the obligations of the Supplier, including but not limited to those for storage, transport, insurance, packaging, administration, small orders, inspections, tests, certificates, necessary permits, instructions for use, customs duties, (social)levies and taxes. These prices will be specified beforehand by the Supplier.

4.2.	When purchasing within the Netherlands, conditions with regard to VAT apply; the price including and excluding VAT should be mentioned on the invoice. For purchase invoices from outside the Netherlands, only the price excluding VAT should be mentioned.	5.7.	The Supplier is obliged to provide the relevant documentation for the Goods to be supplied to Clean Tech Worx prior to, or simultaneously with, the delivery. Clean Tech Worx is free to use this documentation, including but not limited to reproducing it for its own use. The Supplier is obliged to send the shipping documents upon delivery, in accordance with national and international rules.				the obligations of the Supplier in the event of prepayment.		packaged and secured in such a way that they reach their destination in good condition during normal transport. Supplier is thereby responsible for compliance with national and international regulations regarding transport and packaging.	
4.3.	The prices are in euro's, unless otherwise agreed in writing by the parties.						7.4.	The Supplier will make the quantity, weight, price, description and item number per item visible in the invoice. In addition, he will mention the date of delivery, order number and Supplier number in accordance with legal provisions. For an invoice of services, the Supplier will announce the specific man hours and the used materials.	8.5.	Personnel that Supplier provides will be trained and qualified for the work they will carry out.
4.4.	The agreed price is fixed for the duration of the Agreement, unless the Agreement mentions the circumstances that may lead to price adjustment and the way in which the adjustments will take place.	5.8.	If Clean Tech Worx is held responsible for the transport of the Goods, the Supplier shall provide timely, data including such as weight, number of packages, articles, the pro forma invoice and other documents required for transport. These documents will also be sent to the carrier at request of Clean Tech Worx.				7.5.	If the invoice has been approved by Clean Tech Worx, the payment will be made within 60 days after the invoice date, unless otherwise agreed in writing.	9.	Warranty
5.	Delivery			6.	Transfer of title and risk		7.6.	If payment has not been made within the set period, Clean Tech Worx will be given a reasonable term for payment by means of a written notice.	9.1.	The Supplier guarantees that the Products comply with the Agreement according to article 8.1 of these Terms and Conditions of Purchase.
5.1.	Delivery takes place DDP (INCOTERMS 2010) at the agreed time and place of delivery at Clean Tech Worx in Oosterhout, the Netherlands or another place agreed in writing by the Parties.	6.1.	At the moment of acceptance of the Goods by Clean Tech Worx, the risk and ownership of the delivered Goods will transfer. Only a receipt signed by Clean Tech Worx serves as proof of such acceptance.				7.7.	Payment by Clean Tech Worx does not constitute a waiver of rights.	9.2.	Unless otherwise agreed in writing, the Supplier gives a 24-month guarantee for the delivered Goods, or as long as the Supplier usually provides to his customers. The warranty period will be extended with 6 months if a reparation or replacement takes place.
5.2.	The Supplier may only deliver early or send a shipment in partial deliveries, if Clean Tech Worx has given its written consent. Extra (delivery)costs will be reimbursed by the Supplier.	6.2.	By an advance payment, the ownership of the Goods is transferred in its entirety to Clean Tech Worx. The risk will remain with the Supplier until delivery.				7.8.	Clean Tech Worx is entitled to compensate or settle the invoice amount with claims of Clean Tech Worx against the Supplier, regardless of the reason.	9.3.	Changes in the quality or composition of the Goods should be notified to Clean Tech Worx in writing.
5.3.	If it shows after delivery and inspection that the Products are defective, Clean Tech Worx has the right to return the Products for replacement or repair. Clean Tech Worx shall provide the Supplier in writing, a notice of such defect on which the Supplier will rectify the defect. The costs and the risk for reclamation and transport of the Products are for the Supplier.	6.3.	Supplier shall bear the risk of damage or loss of the Goods up to the moment of acceptance by Clean Tech Worx or, until the moment of actual delivery of the Goods at the agreed place of delivery. The risk does not pass as long as the Supplier has not (fully) fulfilled its obligations.			8.	Quality and packaging		9.4.	If the Goods are rejected in whole or in part by inspection or testing, Clean Tech Worx will inform the Supplier in writing or by telephone. In that case, the inspection costs are fully charged to the Supplier. Clean Tech Worx has the right to return the rejected Goods at the risk and expense of the Supplier.
5.4.	If it shows after delivery and inspection that the delivered services do not meet the requirements in the agreement (according to clause 8.3 of these conditions of purchase) or if the working activities are discontinued, the Supplier is obliged to take all necessary requirements to find alternatives to make the services answer to the agreement and he is obliged to make the working activities continue. Additional costs will be for the account of the Supplier.	6.4.	If the Supplier stores the Products at the request of Clean Tech Worx, the Supplier is obliged to store the Products as the property of Clean Tech Worx, the Products will nevertheless remain at the risk of the Supplier, until the Products have been delivered to Clean Tech Worx.			8.1.	The Supplier guarantees according to his obligations that the delivered Goods are without production, material or manufacturing defects and that it possesses the characteristics that belong to the product. Supplier will furthermore guarantee that the delivered Goods are in accordance with the plans, quality, standards, inspections, specifications, gradations or other descriptions agreed in the purchase Agreement and added diagrams. The delivered items will also comply with relevant provisions relating to the environment, safety, quality marks, import regulations, health. The Goods should also be used for the purpose for which they are intended and are in accordance with the applicable laws and regulations.		9.5.	Clean Tech Worx is entitled to take the necessary items from a third party, or to have measures taken by third parties, at the expense and risk of the Supplier, if the Supplier does not meet his obligation to repair or replace defects within the agreed period.
5.5.	In the event (of a threat) of non-timely (partial) delivery, the Supplier is obliged to send a notification to Clean Tech Worx with an explanation as to whether performance is still possible.	6.5.	The risk for direct and indirect damage to or caused by the delivered Products will pass to Clean Tech Worx immediately after delivery.			8.2.	Supplier guarantees that the delivered services have the quality that may be expected. Employees or third parties are expected to correctly execute the task confirmed in the agreement in compliance with relevant laws and regulations.		9.6.	Warranty commences upon delivery of the Goods and the signing of the shipping documents by Clean Tech Worx, or at the end of the execution of the agreed performance.
5.6.	In the event of late (partial) delivery, the Supplier is always in default and Clean Tech Worx can, without notice of default and/or judicial intervention dissolve the agreement, without prejudice to his right to compensation.	7.	Payment			8.3.	Clean Tech Worx is entitled at all times, but not obliged, to inspect Goods for quality during production, processing and storage as well as after delivery. The Supplier will fully cooperate free of charge.		9.7.	Supplier will guarantee that the delivered items are without any retention of title.
		7.1.	The Supplier may only proceed to invoicing if he has correctly and fully fulfilled his obligations towards Clean Tech Worx.			8.4.	All items to be delivered must be properly	10.	Notice of default, suspension, cancellation and dissolution	
		7.2.	Clean Tech Worx is entitled to suspend payment if it finds a shortcoming in the delivered Products.					10.1.	The Supplier is in breach of his performance under the Agreement if he does not, not timely or not properly meet his obligations or part of his obligations towards Clean Tech Worx. If the Supplier does not fulfill his obligations, Clean Tech Worx gives him written permission to fulfill his obligations within a period of 14 days after receipt of a notice of default. The Supplier is obliged to react within 48 hours after receipt of the notice of default. If the 14 days period of	
		7.3.	Clean Tech Worx is always entitled to demand sufficient guarantees for the fulfillment of							

notice has expired, the Agreement will be dissolved in whole or in part, and Clean Tech Worx will have the right to get reimbursement of the extra costs and damages.

10.2. In the event of a shortcoming by Supplier, Clean Tech Worx can suspend his payment obligations until the Supplier has fulfilled his obligations.

10.3. Clean Tech Worx is entitled to terminate the Agreement immediately without any notice of default, judicial intervention and without compensation vis-à-vis the Supplier or to suspend performance of its obligations in whole or in part if:

- a. The Supplier is in a state of bankruptcy or an application has been filed;
- b. Supplier is in a state of suspension of payment or an application for this has been submitted; or
- c. Supplier ceases its business activities; or
- d. Supplier otherwise loses control and management of its assets; or
- e. at the expense of Supplier (whether or not prejudgment) attachment is made and this attachment is not lifted within 14 days;
- f. Supplier is not deemed to be able to meet its due and payable debts.

10.4. In each of the aforementioned cases, all claims from Clean Tech Worx to the Supplier are immediately due and payable in full.

10.5. A change in price without prior written consent from Clean Tech Worx may lead to dissolution of the Agreement.

10.6. In the event of a late delivery, the Supplier is always in default and Clean Tech Worx may, without notice of default and/or judicial intervention, dissolve the Agreement in writing, even if the default is not attributable to his behavior.

10.7. Clean Tech Worx is not obliged to pay compensation for any damage that the Supplier suffers as a result of dissolution or suspension, and will pay back the payments already made by Clean Tech Worx.

10.8. If the Agreement extends to continuous or recurring delivery of Goods and/or services and if Clean Tech Worx does not wish to exercise his right to dissolve or if he is not entitled to dissolution, Clean Tech Worx shall at all times be entitled to cancel the Agreement with due observance of a cancellation period of 60 calendar days.

11. Force majeure
- 11.1. Lack of personnel, illness of employees, strikes, fire, water damage, import- and export obstruction, internal (power) failure, network problems, shortage of raw materials, late deliveries of Goods, transport problems including traffic jams and defects in third-party performance or liquidity problems are among other things not a case of force majeure.
 - 11.2. In a situation of force majeure, the Supplier shall urgently notify Clean Tech Worx in writing of a force majeure situation, and thereby provide the necessary information to adjust or suspend the obligations in the changed circumstances.
 - 11.3. If compliance is no longer possible or the force majeure situation lasts longer than (30) thirty days, Clean Tech Worx is entitled to terminate the contract immediately without any notice of default, judicial intervention and/or liability to pay damages to the Supplier.
 - 11.4. During a period of force majeure, both parties can suspend their obligations under the Agreement.
12. Liability
- 12.1. The Supplier accepts full liability for all damage that Clean Tech Worx and/or its employees and/or third parties may suffer as a result of not, not timely or not fully complying with any obligation under the Agreement. The Supplier indemnifies Clean Tech Worx against all claims from third parties for compensation of damage as a result of shortcomings in the delivered performance, or as a result of acts or omissions of the Supplier.
 - 12.2. The Supplier shall indemnify Clean Tech Worx against all financial claims of third parties as a result of late delivery or the delivery of a faulty product by the Supplier, including the circumstances where Clean Tech Worx is considered to be the manufacturer.
 - 12.3. Any claims paid by the insurer in the event of liability of the Supplier will be paid directly to Clean Tech Worx.
 - 12.4. The Supplier shall be adequately insured for the performance of the Agreement from the beginning to the end of the performance. This insurance shall not be changed without notification to Clean Tech Worx. Any insurance that is necessary for the execution of the Agreement and which the Supplier does not yet have, will be contracted at least for the period of the execution of the Agreement.

- 12.5. Clean Tech Worx is not liable for damage or injury of any kind that arises or is caused to the Supplier, its employees or third parties, unless there is intent or gross negligence of the Clean Tech Worx.
- 12.6. The Supplier will be held liable for all actions (recall actions, service measures and other actions) to limit damage, if this is the result of defective Goods delivered, or due to another breach of duty by the Supplier.
- 12.7. Without prejudice to further rights, Clean Tech Worx is entitled to charge all legal and extrajudicial costs –including the actual costs of legal assistance– to the Supplier, which have been made by Clean Tech Worx for the collection of any claim or for the fulfillment of any obligations of Supplier.
13. Execution by third parties
- 13.1. The Supplier may not transfer or outsource its obligations and rights arising from the Agreement to third parties in whole or in part, subject to prior written consent.
 - 13.2. Third parties and employees of Supplier, under Agreement, are also submitted to these Terms and Conditions of Purchase.
 - 13.3. Third parties and employees of Supplier, under Agreement, will sign a confidentiality statement described under the provisions under article
14. Intellectual property rights & confidentiality
- 14.1. Goods and working methods developed by the Supplier in collaboration with or on behalf of the Clean Tech Worx, shall become the property of Clean Tech Worx and may only be made available to third parties after written permission. The knowledge that is made available to the Supplier shall not be disclosed to third parties or used for the benefit of himself and/or third parties, unless the Clean Tech Worx has given his written permission prior to that use.
 - 14.2. The knowledge made available to Supplier shall not be disclosed to third parties or used or reproduced for the benefit of himself and/or third parties, unless Clean Tech Worx has given his written permission prior to that use.
 - 14.3. Goods and working methods and rights including but not limited to; intellectual property rights, industrial rights and all other rights made available to the Supplier remain the property of Clean Tech Worx and

- will only be used to execute the Agreement.
- 14.4. The Supplier guarantees that the performance of the service will not infringe the intellectual property rights of Clean Tech Worx and is liable for all claims that, when using the Goods according to the terms of the contract, result in violation of intellectual property rights. The Supplier indemnifies Clean Tech Worx against claims from third parties for infringement of these rights as well as any consequential damage.
- 14.5. The Supplier and his staff are obliged to observe strict confidentiality with regard to all information concerning Clean Tech Worx that he may obtain in connection with the Agreement or the performance thereof.
- 14.6. In the event of violation of the provisions of this article, the Supplier shall legally forfeit an immediately due and payable fine of € 25,000.00 and an additional fee of € 2,500.00 for each day that the violation continues, without prejudice and/or notice of default being required. the right of Clean Tech Worx to full compensation for the damage suffered.
- 14.7. The obligation to maintain confidentiality remains effective after the execution of the Agreement.
15. Choice of law
- 15.1. Dutch law shall apply to these general terms and conditions and all other Agreements concluded between Clean Tech Worx and Supplier.
 - 15.2. The provisions of the Convention on Contracts for the International Sale of Goods (CISG) are explicitly excluded.
 - 15.3. The Court in Rotterdam is competent for disputes between Supplier and Clean Tech Worx, including disputes that are only considered as such by one of the parties.
16. Final provisions
- 16.1. These Terms and Conditions of Purchase are filed with the Chamber of Commerce on 1 January 2019.
 - 16.2. The original version of this document is in Dutch and if a conflict of discrepancy occurs between the Dutch or English version, the Dutch version will prevail and take precedence.