

GENERAL CONDITIONS OF PURCHASE OF PEEK TRAFFIC B.V., AMERSFOORT

1. General

- 1.1 The general conditions of purchase of Peek Traffic B.V., Amersfoort (“the Purchase Conditions”) apply to all applications for offers and all agreements of Peek Traffic B.V. (“Peek”) with a supplier (“the Supplier”) concerning the purchase of goods, including (rights to use) software, equipment, (product) documentation, drawings, calculations, descriptions, models, tools, test equipment, the results obtained or to be obtained using the foregoing and all (other results of) services (“the Products”).
- 1.2 Deviating conditions shall only apply insofar as these have been expressly accepted in writing by Peek and shall only apply to the agreements concerned.
- 1.3 Should any provision of the Purchase Conditions not be valid, for whatever reason, the other Purchase Conditions shall remain in force. In that case parties shall negotiate on the contents of a new provision, which provision shall approximate the contents of the original provision as closely as possible.

2. Conclusion of the agreement

- 2.1 Peek applies for an offer from the Supplier for the Products to be supplied to Peek by the Supplier.
- 2.2. An agreement is only concluded if Peek accepts the offer from the Supplier by means of a written order confirmation and the Supplier returns this order confirmation to Peek, signed for approval, within four working days after receipt. The order confirmation shall be deemed to represent the agreement correctly and in full.

3. Prices

- 3.1 The agreed price is fixed and binding.
- 3.2 The price includes the price for the Products and the costs of the insurance, packaging, transport, delivery and if necessary the assembly and/or the installation.

4. Packaging and forwarding

- 4.1 The Supplier shall package and or protect the Products in such way that, with normal transport, these can reach the place of destination in good order and once there can be unloaded safely. The Supplier is liable for damage resulting from inadequate and/or poor quality packaging.
- 4.2 The Supplier is obliged to take back all used packaging materials.

5. Times and place of delivery

- 5.1 The Products must be delivered at or according to the agreed delivery times or time schedule and within the normal working hours of Peek.
- 5.2 The Products will be delivered and/or performed by the Supplier, or forwarded for delivery to the agreed place or places as stipulated in the agreement.
- 5.3 If the agreement stipulates that test reports, certificates, attests, instruction manuals and/or drawings must be supplied, the Supplier must ensure that these are delivered as quickly as possible, but no later than at the time of the delivery of the Products, in default of which payment will be suspended.
- 5.4 In the event of late delivery, Peek is entitled to dissolve the agreement, wholly or partially, without further notice of default and without judicial intervention by means of a written declaration.

6. Inspection and testing

- 6.1 At all times Peek, and/or third parties acting on the instructions of Peek, have the right to inspect and/or test the Products, wherever they are, for which the Supplier shall provide the necessary facilities. The Supplier shall notify Peek in good time as

- to when the Products will be ready for an inspection and/or test.
- 6.2 Inspection and/or testing do not release the Supplier from any obligations arising from the agreement or the law. Furthermore an inspection and/or test, or the results thereof, will never be interpreted as acknowledgement by Peek of the good quality of the Products and will not release the Supplier from any liability with regard to that.
- 6.3 Products, which in Peek's opinion do not conform to the specification in the agreement, or do not satisfy the requirements reasonably demanded of them, can be rejected by Peek and returned at the expense of the Supplier.
- 6.4 Without prejudice to the right to dissolution and compensation, Peek reserves the right, following rejection, to require performance within a reasonable period to be determined by Peek.
- 6.5 If and insofar as the Products are required to have certain characteristics whose presence can only be established after the setting up, assembly or installation of the Products, the final testing of the Products must be carried out as soon as possible after setting up, assembly or installation, or when the Products have reached a point at which it is possible to determine whether the Products meet the provisions of the agreement.

7. Ownership

- 7.1 Ownership of the Products passes to Peek as soon as delivery as provided for in the agreement has taken place and the Products have been approved by Peek. Until the time of approval, ownership of and the risk for the Products remain with the Supplier.

8. Payment

- 8.1 Invoices will be submitted in duplicate, after the Products have been approved. All invoices will state: the delivery address, the delivery date, the gross price of the Products, the order number and a specification per order item.
- 8.2 Peek will pay the amount due within 60 calendar days after receipt of the invoice, unless that invoice does not meet the requirements specified in this article.
- 8.3 Payment indemnifies Peek from all its obligations arising from the agreement concerned and cannot be regarded as payment for any other obligation on the part of Peek alleged by the Supplier. Payment cannot be interpreted as acknowledgement by Peek of the good quality of the Products in the state in which they were delivered and does not release the Supplier from any liability with regard to this.
- 8.4 If Peek rejects the Products after payment, the Supplier, having received a written notification to that purpose, shall credit Peek within three weeks with a separate credit note for that which has been paid for the rejected Products and will ensure that this sum is refunded within thirty days, all of this without prejudice to the Supplier's obligation to compensate Peek for all damages and costs.

9. Guarantee

- 9.1 The Supplier guarantees that the Products are good and sound and have been made of sound materials and in a professional manner, contain no defects in design, construction, assembly and material and that these are suitable for the purpose for which they are intended and conform to requirements set for them by the government.
- 9.2 The Supplier guarantees that it will remedy any defects in the Products free of charge or will replace the Products, unless the Supplier proves that the defect cannot be attributed to it and should not be charged to it. Any costs suffered by Peek as a result of that defect shall be borne by the Supplier. The Supplier undertakes to observe its guarantee obligations as quickly as possible and in any event within a reasonable period to be specified by Peek.
- 9.3 The guarantee period is one year following delivery or, if the Supplier installs/puts the Products into operation, one year after the Products are installed and put into operation.
- 9.4 Should the Supplier fail to observe its guarantee obligations adequately and/or not

within the reasonable period stipulated, as well as in emergencies, Peek is entitled to do what it deems necessary, or arrange for this to be done, at the expense and risk of the Supplier, provided the Supplier is informed of this as soon as possible.

10. Liability

- 10.1 The Supplier shall fully compensate Peek for all losses (including property, personal or trading losses) which might be suffered by Peek, its employees or third parties, as a consequence of an attributable shortcoming or unlawful act on the part of the Supplier. Losses to be compensated by the Supplier shall also include the costs of legal representation incurred by Peek.
- 10.2 The Supplier indemnifies Peek from claims from third parties for compensation of costs and damage resulting from, or in connection with, the execution of the agreement, including claims from third parties in respect of defective products within the meaning of product liability provisions stipulated in the Dutch Civil Code.
- 10.3 Should Peek take what it regards as necessary measures to prevent (further) damage, the Supplier is also liable for all costs and damage incurred and/or suffered in connection with these measures.

11. Dissolution

- 11.1 If the Supplier:
 - a. applies for his own bankruptcy, is declared bankrupt, assigns his estate, applies for suspension of payment, if all or part of his assets are seized and this seizure is not lifted within 10 days, or if he is put under tutelage, or
 - b. decides on and/or proceeds to cessation or transfer of his business or a substantial part thereof, including bringing his company into a partnership, either intended or existing, or to change the object of his company, or
 - c. fails to (fully) observe his obligations towards Peek by virtue of the law of arising from contractual conditions after written notice of default, or
 - d. is prevented from observing the agreement on time and/or properly as a result of force majeure lasting longer than 14 days,the Supplier will be considered to be in default by operation of law.
- 11.2 In the situations mentioned in paragraph 1, Peek is entitled to dissolve the agreement either wholly or partially by a written notification to that effect, without any obligation to pay compensation and without prejudice to its other rights and without notice of default or judicial intervention.

12. Intellectual and industrial ownership rights

- 12.1 All rights - including copyrights, intellectual and industrial ownership rights - to the Products rest exclusively with Peek.
- 12.2 The Supplier indemnifies Peek against all claims from third parties in respect of alleged infringement of any ownership right embodied in the Products, on condition that Peek informs the Supplier of any such claims immediately in writing.
- 12.3 In the event of a threat to institute proceedings in connection with the rights to (part of) the Products, and Peek being denied use of the Products as a consequence of that, the Supplier shall, for its own account and at the discretion of Peek:
 - a. either obtain for Peek the right to continue the use of the Products;
 - b. or replace or modify the Products in question in such a way that no further infringement can be made;
 - c. or terminate the agreement concerned with immediate effect, under payment of damages to Peek;
 - d. or take back (part of) the Products against payment of the price paid for them by Peek.

13. Confidential information

- 13.1 The Supplier is obliged to observe absolute secrecy vis-à-vis third parties with regard to anything and everything that comes to his knowledge arising from the

agreement concerning the business affairs of Peek. The Supplier is not entitled to reveal in brochures, letters etc., the existence of the agreement prior to written permission from Peek.

14. Applicable law

- 14.1 Dutch law shall apply to the Purchase Conditions, all agreements and all disputes between Peek and the Supplier. The applicability of the 1980 Vienna Sales Convention is excluded.
- 14.2 All disputes arising from, or connected with, the agreement or the Purchase Conditions shall be exclusively submitted for settlement to the competent court in the District in which Peek is established, unless this conflicts with mandatory provisions.

This text is a translation. If there is any discrepancy between the language of this text and the language of the original Dutch text or if any disputes arise on the interpretation of any provision of the present Purchase Conditions, the Dutch text shall prevail.