

**GENERAL PURCHASE CONDITIONS
OF
SODEXHO ALTYS**

May 14th 2007

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Article 1 Applicability

- 1.1 **Sodexho Altys explicitly rejects the applicability of the general terms and conditions of the other party.**
- 1.2 The General Purchase Conditions are applicable on each request made by Sodexho Altys to the Contractor to make an offer, on the offer to be made by the Contractor, on all orders and ordering of Sodexho Altys and on all agreements to be concluded and concluded with the Contractor as well as all legal relationships ensuing therefrom, unless otherwise agreed.

Article 2 Definitions

- 2.1 Unless it appears otherwise from the context, the words and expressions that begin with a capital letter in the Purchase Conditions are defined words and expressions, to which the following meaning is given:

"Service(s)"	the activities to be carried out by the Contractor commissioned by Sodexho Altys;
"General and technical support services"	the General and technical support services and/or service(s) of Sodexho Altys, where services are provided at the Location of the Principal client(s) of Sodexho Altys to these Principal client(s);
"Planned date"	the date that is given by the Contractor upon acceptance. If and insofar the Contractor changes the date, a first date shall remain upheld as planned date;
"Principal client(s)"	Client of Sodexho Altys on behalf of who Sodexho Altys provides services and supplies products;
"Client"	the (potential) other party to Sodexho Altys that acts as purchaser of the Products and/or Services;
"Purchase Conditions"	these general purchase conditions of Sodexho Altys;
"Location"	the site, the buildings etc. of the Principal client where Sodexho Altys carries out services and/or delivers products;
"Site manager"	employee in the service of Sodexho Altys who is responsible for the designated location;
"Contractor"	the (potential) other party of Sodexho Altys that acts as supplier of Products and/or Services;

“Agreement”	All (written) purchase assignments and orders of Products and/or Services by a Contractor;
"Product(s)"	all movable items and services to be delivered to Sodexho Altys;
“Prices”	Prices include all possible forms of prices that are used in the relationship between Sodexho Altys and the Contractor, such as, amongst others, gross price on invoice, price after invoice discount, net price (invoice price minus bonus);
“Recall Action”	the recalling by the Contractor of Products/Services delivered to Sodexho Altys from safety or quality considerations in order to prevent damage at Sodexho Altys, Principal client(s), end users and/or other third parties;
“Written Purchases”	written purchases also include by fax, email, EDI, xml or by way of any other electronic medium;
"Sodexho Altys"	Sodexho Altys B.V. established at Capelle aan den IJssel as part of Sodexho Nederland B.V. established at Capelle aan den IJssel;
“Sodexho Altys Purchasing”	the purchasing department of Sodexho Altys and/or Sodexho Nederland.

Article 3 Formation of the agreement

- 3.1 If the Contractor makes an offer, an agreement is formed because Sodexho Altys Purchasing or a party designated by it accepts this offer. An offer from the Contractor, whether or not made without obligation cannot be (partly) withdrawn after acceptance by Sodexho Altys.
- 3.2 An agreement between Sodexho Altys and the Contractor is also formed when Sodexho Altys Purchasing or a party designated by it places a written order with the Contractor and the Contractor does not inform Sodexho Altys Purchasing or a party designated by it in writing on the same date on which the order is placed within approximately 4 working hours after the order is placed that the order has not been accepted.
- 3.3 If an agreement is formed by way of an electronic medium, no confirmation of receipt or acceptance of the order is required.

- 3.4 Sodexho Altys Purchasing or a party designated by it is authorized to cancel an order placed at the very latest 5 calendar days before the planned delivery date, without being obliged to pay compensation.
- 3.5 If by the execution of an agreement use is made of drawings, plans, designs, specifications, instructions, inspection regulations and such like made available by Sodexho Altys or approved by Sodexho Altys, these are part of the agreement. These documents remain at all times the property of Sodexho Altys.
- 3.6 It is explicitly agreed that both existing Principal clients with subsidiaries, as well as future Principal clients of Sodexho Altys can purchase subject to the same terms and conditions as stated in this Agreement.

Article 4 Execution of the agreement

- 4.1 The Contractor is obliged to deliver the Product and/or the Service in the agreed form, amount, specifications and quality on the agreed date, the agreed time and to the agreed place.
- 4.2 Upon delivery of the Products and/or the carrying out of the Services at the Location, the Contractor and its subordinates and non-subordinates must take account of the instructions of Sodexho Altys and the Principal client as well as the applicable operating instructions and the Sodexho Altys rules of conduct.
- 4.3 The Contractor is under obligation to inform employees and/or hired third parties about safety instructions, risks, company standards and rules of conduct at work (the Dutch Working Conditions Act (*Arbowet*)). The Contractor is responsible for being in possession of certificates (Safety Checklist Contractors, Basic safety (*VCA Basisveiligheid*), Company Emergency Response Provision, First Aid, Hazard Analysis and Critical Control Points (*HACCP*), etc.) and is also responsible for compliance with these.
- 4.4 The Contractor is not authorized to structurally subcontract (the execution of) or to transfer the agreement in full or in part to third parties, except in the event that Sodexho Altys Purchasing has provided prior written permission. The Contractor indemnifies Sodexho Altys against any disadvantageous consequences from such a transfer.
- 4.5 The Contractor, as well as third parties engaged by it are obliged to take account of legal rules, under which (fire) safety, health and environment stipulations. In addition to these operating instructions, company rules, regulations in the field of access, (fire) safety, health, hygiene, working conditions, working methods and environment of Sodexho Altys and its Principal client must be complied with.
- 4.6 If Material Safety Data Sheets exist for a product and/or a packaging, the Contractor must always deliver these Sheets along with said product and/or packaging.

- 4.7 The Contractor is responsible for and must (pro)actively strive for a decreased burdening of the environment from its products, packaging, services, raw, building and ancillary materials.
- 4.8 The Contractor remains completely responsible and liable in relation to third parties that are hired with the permission of Sodexho Altys Purchasing by the Contractor for the execution of the agreement. The Contractor shall indemnify Sodexho Altys from every liability in respect of the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act (*Wet Ketenaansprakelijkheid*) and/or the Manpower Services Act (*Wet Arbeidsvoorziening*) and/or other applicable regulations with regards to this.
- 4.9 If Sodexho Altys request this, the Contractor must provide a written statement of the, for the execution of the agreement, relevant personal details and terms and conditions of employment (and the changes therein) of the employees who are going to carry out the activities for Sodexho Altys. If requested the Contractor shall in order to establish the hours worked by the employees, as meant under 4.8, make use of a time sheet or another means of control, at the option of Sodexho Altys.
- 4.10 Sodexho Altys can deny the employees meant in the abovementioned paragraph access to its sites and/or buildings or the work area (Locations) or desire from the Contractor that they without delay be removed from those sites or from those buildings in the event they:
- a) according to Sodexho Altys are apparently not competent for their job;
 - b) misbehave in such a way that they according to Sodexho Altys cannot be retained on the sites or in the buildings;
 - c) act contrary to the obligation in the agreement.

Upon initial request from Sodexho Altys the Contractor must provide a replacement. Delivery agreements remain in full force.

- 4.11 The Contractor must for the execution of the agreement contact Sodexho Altys on time, if it expects that by the execution of the agreement Sodexho Altys or third parties can reasonably expect hindrance.
- 4.12 Sodexho Altys has the competence to inspect, control, test and check all of the materials, equipment and outfit to be used/delivered by the Contractor for the execution of the agreement.
- 4.13 Each employee deployed by the Contractor must report to the by Sodexho Altys appointed contact point of the concerned location before commencement and upon the delivery of the Activities.
- 4.14 The Contractor has an obligation to retain with respect to the administration as meant in Article 4.9 during a period of five (5) years at the end of the year of delivery of the work. The provisions in this article are also applicable on third parties deployed by the Contractor.
- 4.15 The Contractor is obligated to be aware before commencement of activities for Sodexho Altys

and/or Principal client of the risks of the activities, products to be used at the Location and the environs. All established risks must be set down. Employees are always instructed in writing about the risks with the thereby accompanying measures. For assignments on project or building locations with a duration of longer than 30 calendar days or more than 25 working people a prior safety, health and environment plan must be handed in 7 working days before execution. The execution must only occur if approval to the plan has been given by the Client. The employees of Sodexho Altys, the Principal client and third parties are adequately protected from all risks during the assignment or as a consequence of the assignment.

- 4.16 During the assignment Sodexho Altys retains the right to always demand supplementary safety, health and environment requirements. In addition to this Sodexho Altys always has the possibility to stop work if the safety, health or the environment is influenced negatively.

Article 5 Change in order and ordering

- 5.1 Unless agreed otherwise in writing, Sodexho Altys Purchasing is at all times entitled to change and/or supplement a placed order, even after the formation of the agreement. The Contractor shall carry out all the changes and/or supplements to the order indicated by Sodexho Altys, provided these changes and/or supplements can reasonably be executed. A unilateral implemented change by the Contractor, followed by a delivery of a Product or the carrying out of a Service, is not considered a delivery and/or execution corresponding to the agreement.
- 5.2 Sodexho Altys is not obliged to settle or pay the concerned (supplementary) activities or to any form of indemnification, if the Contractor carried out the Activities without written instruction from Sodexho Altys.
- 5.3 If it turns out, during execution of the activities, that minor deviations from the work programme are necessary, desirable or possible, the Contractor may amend execution at its own discretion in consultation with Sodexho Altys, though without adjusting the price. This shall, however, only take place if the activities thus amended do not entail any decline in the agreed quality.

Article 6 Division of duties between Sodexho Altys Purchasing and the Site manager

- 6.1 For deliveries to Location, the Contractor shall agree with the Site manager the manner of the placing of the order, unless determined otherwise by Sodexho Altys Purchasing.
- 6.2 All negotiations concerning Prices, conditions of delivery, quality, inspection, etc., shall be conducted between the Contractor and Sodexho Altys Purchasing or by a party designated by it. Neither the Site manager nor any other party is authorized to conduct negotiations with the Contractor concerning these issues, unless explicitly indicated otherwise in writing by Sodexho Altys Purchasing.

Article 7 Prices

- 7.1 All Prices are based on delivering DDP (Delivery Duty Paid, Incoterms 2000). Also all Prices include all costs necessary for the expert execution of the agreement with accompanying specifications,

drawings, materials, equipment and other items and/or tools including the costs connected to any duty, tax and/or right in connection with the compliance of the obligations arising from this Agreement levied by the government, however, excluding the VAT and apply as fixed, unless otherwise agreed in the agreement. Additional costs, which are not covered by a prior written instruction or written acceptance of Sodexho Altys Purchasing do not qualify for remuneration.

- 7.2 Unless agreed otherwise in writing, the agreed to Prices for the activities comprise all costs made for the purpose of an expert execution by the Contractor. Included here are all fixed and variable costs, including personnel costs and management costs, the travel and accommodation costs of the Contractor, as well as those persons charged by the Contractor with the execution and supervision of it, insurance costs, costs of the tools meant in Article 10, as well as in the context of the execution, the taxes and premiums owed by the Contractor, with the exception of turnover tax.
- 7.3 Changes to Prices and conditions require the prior written permission of Sodexho Altys Purchasing. Unless explicitly agreed otherwise in writing with Sodexho Altys Purchasing the Contractor must inform Sodexho Altys Purchasing of every intended change at least two months in advance of the commencement date of the intended change. If the notification occurs later, the commencement date of the possible change shall be postponed for the same length of period. At the moment of price change the already provided Assignments shall be carried out completely in accordance with the original prices, unless otherwise agreed by the parties.
- 7.4 The Contractor shall yearly, or after every accepted price change by Sodexho Altys Purchasing, provide to Sodexho Altys Purchasing the official lists with mention of the agreed Prices. Indexations shall be recorded transparently and must be presented to Sodexho Altys by no later than 31 January of any current year. No price adjustments whatsoever shall be accepted after this date. Any implementation of the indexation shall only take place following agreement in writing from Sodexho Altys Purchasing.

Article 8 Obligations of the Contractor

- 8.1 The Contractor is obliged to apply a so-called "traceability-system" to make available upon request to Sodexho Altys Purchasing or to a party designated by it all information concerning origin and/or source, quality and composition of the Product, for the purpose of being able to trace where the Product and its components come from. Furthermore the Contractor shall comply with all legislation concerning traceability.
- 8.2 The Contractor is obliged upon request from Sodexho Altys Purchasing or from a party designated by it to provide the relevant product specification with all Products/Services that it delivers to Sodexho Altys.
- 8.3 The Contractor ensures that the employees employed by it on the sites and/or buildings of Sodexho Altys or the Locations assigned to Sodexho Altys are provided with the necessary access cards and any personal instructions or certification, this in accordance with the regulations applicable at the Location.

- 8.4 The Contractor must provide all data/information to Sodexho Altys Purchasing that are important or could be for Sodexho Altys Purchasing and of which the Contractor knows or should know that Sodexho Altys Purchasing shall or shall allow these data to be taken into consideration when deciding whether or not to enter or to maintain an agreement with the Contractor. The mentioned data in Article 8.1 also extend to data in relation to the company, any subsidiaries, subcontracting as well as suppliers of the Contractor.
- 8.5 The Contractor must inform Sodexho Altys Purchasing of any existing and future obligations between Contractor and Sodexho Altys and between Contractor and Principal client such as existing contracts and/or assignments as well as tender applications and/or contract negotiations.
- 8.6 In order to guarantee the financial/commercial independence of both Sodexho Altys as well as the Contractor, Sodexho Altys has determined that the yearly turnover with Sodexho Altys may not amount to more than 15% of the total yearly turnover of the Contractor. Upon exceeding this established amount the Contractor must immediately inform Sodexho Altys Purchasing of this.
- 8.7 The Contractor is obliged to supply only those Locations that are assigned to it by Sodexho Altys Purchasing. A list will be sent or is already in the possession of the Contractor.
- 8.8 Representatives of the Contractor shall visit a Location to which the Contractor does not supply only after written permission from Sodexho Altys Purchasing.
- 8.9 The Contractor is not authorized to (actively) approach Principal client(s). If a Principal client makes contact with the Contractor, the Contractor shall immediately inform Sodexho Altys Purchasing of this. The Contractor does not accept assignments from Main contractor without the intermediation of Sodexho Altys unless otherwise agreed in writing.
- 8.10 If the Agreement between Principal client and Sodexho Altys is terminated, the rights of Principal client to price agreements, delivery conditions, quality, inspection, etc., as agreed in the Agreement cease.

Article 9 Delivery and delivery times

- 9.1 Delivery will take place DDP (Delivery Duty Paid, Incoterms 2000) at the place of destination given by Sodexho Altys Purchasing or by a party designated by it.
- 9.2 The Contractor and Sodexho Altys Purchasing or a party designated by it shall agree on how often delivery must take place. Delivery takes place on the times as agreed between the Contractor and Sodexho Altys Purchasing or by a party designated by it.
- 9.3 The Contractor is obliged upon request from Sodexho Altys Purchasing to carry out subsequent deliveries pursuant to Article 18.4 on the same day, unless this cannot reasonably be expected.
- 9.4 The agreed to delivery times are fixed. If the Contractor exceeds the agreed to delivery times, it is considered to be in default, without further notice of default being required.

- 9.5 If an agreed to delivery time threatens to be exceeded, the Contractor must immediately inform Sodexho Altys Purchasing or a party designated by it of this. This does not prejudice that which is determined in 9.4.
- 9.6 Earlier delivery of the Products and/or Services than that which is agreed to can be refused by Sodexho Altys Purchasing or by a party designated by it and does not lead to changing of the agreed to time of payment.
- 9.7 If the Contractor cannot deliver the ordered Products/Services, then it shall in consultation with Sodexho Altys Purchasing or with a party designated by it offer an alternative of at least the same quality for at the most the same price of the agreed to ordered Products/Services.
- 9.8 The activities shall be delivered at the moment of acceptance of the results by Sodexho Altys. The risk in relation to the activities to be carried out passes from the Contractor to Sodexho Altys at the moment of transfer.
- 9.9 Upon the execution of the activities Sodexho Altys shall provide as much cooperation that can reasonably be expected from Sodexho Altys. The making available or taking out of service in the context of the activities of equipment and installations shall only take place in consultation with and after permission from Sodexho Altys and in accordance with applicable legal requirements.

Article 10 Tools and work equipment

- 10.1 Insofar it is not agreed to in writing, the Contractor must itself take care of all needed tools for the benefit of the activities to be carried out, such as personal safety and items of equipment, safety equipment, welding equipment, ladders, scaffolding and such like, all of a reliable quality and complying with the legal safety requirements (in accordance with chapter 7 of the Dutch Working Conditions Decree). If tools are subject to external burdens, ageing or wear and tear, then the tools are periodically controlled, checked, inspected or maintained, also this is made visible on the outside by means of a sticker or a permanent legend provided with a final date.
- 10.2 In case the Contractor with permission from Sodexho Altys makes use of tools from Sodexho Altys or from the Principal client, then the risk of this use is for the Contractor and he is entirely liable for all damage that comes from that use. As soon as the Contractor terminates the use of it, the tools must be returned to Sodexho Altys in the same condition in which they were received by the Contractor. The Contractor must immediately inform of observable defects. Checks, inspections, tests, maintenance, the drawing up or giving of instructions or controls are for the account of the Contractor and the responsibility lies with the Contractor for the duration of the assignment.
- 10.3 Storage of property by the Contractor on the sites or in the buildings of the Locations of Sodexho Altys is only permitted after explicit written permission from Sodexho Altys, whereby they must also have designated a place for the storage.

Article 11 Packaging and wrapping

- 11.1 The Product must be packed in such a way that the quality of the Product by appropriate transport is guaranteed and the Product can be unloaded without harm.
- 11.2 The Contractor shall endeavour to use simple and functional packaging that is made from environmental friendly degradable material. The Contractor shall avoid as much as possible (unnecessary) (sub)packaging. The Contractor must completely comply with the obligations of the Packaging Covenant II or any amended covenant or legislation and regulation concerning packaging that from time to time is in force.
- 11.3 The Contractor is obliged to take back at its own expense all wrapping offered to be returned from or regarding the Product delivered by it to a Location. Return wrapping that is not taken by the Contractor, can be returned or removed for the account of the Contractor by Sodexho Altys.

Article 12 Packing/delivery and return and wrapping slips

- 12.1 Upon delivery of a Product and/or carrying out of a Service a packing slip/delivery slip must be handed over in duplicate to the Site manager. One copy for confirming receipt must be clearly signed by the Site manager and furthermore be provided with an original Sodexho Altys stamp with the code of the concerned Location. This signing does not constitute approval or acceptance of the Products and/or Services.
- 12.2 The packing/delivery and return and wrapping slips must be provided with the following information:
- * Contact number of the Location/Department
 - * (Work)order number
 - * Delivery date
 - * Description of the delivered Product/Service stating:
 - Product type
 - article number/amount/quantity/gross and net weight
 - Service schedule.

Article 13 Invoicing

- 13.1 The Contractor shall bill Sodexho Altys for the delivered Products and/or Services for the agreed price.
- 13.2 All invoices must comply with the following conditions:
- state the name and address of the Contractor
 - addressed according to guidelines in Article 13.3
 - Sodexho Altys order number
 - one order number per invoice
 - order line number
 - state invoice number
 - state date of invoice
 - state the concerned period for invoice

- state article number/amount/quantity/weight of the delivered Product
- state prices per unit excluding VAT
- state total amount excluding VAT
- state VAT per tax code
- state total amount including VAT
- state VAT number of the Contractor.

13.3 The invoices must be addressed as follows:

Sodexho Altys B.V.
 Bedrijfsbureau Unit Accounting
 Postbus 3049
 2130 KA Hoofddorp

13.4 The Contractor is obliged to draw up separate credit notes for the benefit of amounts to be credited to Sodexho Altys and shall not set off the amounts to be credited with amounts that are due from Sodexho Altys.

Article 14 Payment and discount

14.1 Payment of the invoice shall take place 45 days after receipt of the invoice was submitted to the Site manager by Bedrijfsbureau Unit Accounting Sodexho Altys (*Planning and control department*), by transfer onto an account number given by the Contractor, provided the concerned invoice is approved by Sodexho Altys.

Invoices are only processed if they are conform to the Sodexho Altys instruction as set down in Article 13.

14.2 If an invoice discount is agreed with Sodexho Altys Purchasing this must be clearly deducted from the invoice amount excluding VAT.

14.3 Sodexho Altys is authorized to suspend payment of the invoice, if it is of the opinion that the delivered Product and/or delivered Service do not comply with the guarantees given in Article 17, without being obliged to pay any compensation.

14.4 Non-compliance of that which is determined in Articles 12, 13 and 14.2 leads to a delay of the payment that cannot be attributed to Sodexho Altys. The payment term shall in such a case only commence, after the obligations arising from the aforementioned articles are completely complied with.

14.5 Sodexho Altys is authorized to set off the owed invoice amounts with amounts that the Contractor owes to Sodexho Altys, unless otherwise agreed in writing with Sodexho Altys Purchasing.

14.6 Payment by Sodexho Altys does not constitute approval of the delivered Product and/or the delivered Service.

- 14.7 If payment has still not been made within the mentioned payment term, then the Contractor must inform Sodexho Altys of this in the following manner:
- After expiry of the agreed to payment term the Contractor sends a payment reminder to the Bedrijfsbureau Unit Accounting of Sodexho Altys;
 - If payment has not yet been received within 45 calendar days after the original payment term, the Contractor sends a list of the outstanding invoices to the Head of Bedrijfsbureau/Site Manager of Sodexho Altys; If payment has not yet been received within 150 calendar days after the original payment term, the Contractor sends a list of the outstanding invoices to the Manager S.S.C. Unit Accounting of Sodexho Altys as well as a copy of this to the Head Controlling of Sodexho Altys Purchasing.

Article 15 Turnover statements

- 15.1 The Contractor must at least once per year provide turnover statements to Sodexho Altys Purchasing, at the very latest on 31 January of the year following the year in which the turnover was realized. Upon request of Sodexho Altys Purchasing, the Contractor shall also provide the turnover statements over shorter periods such as monthly or quarterly.
- 15.2 The turnover statements must specify the turnover as well as the delivered number per Product and/or Service per Location. If the Contractor delivers to several Locations, the turnover statements must also state the totalized turnover of all Locations unless otherwise agreed with Sodexho Altys Purchasing.
- The turnover statements must be delivered in a format prescribed by Sodexho Altys Purchasing.

Article 16 Ownership

- 16.1 Ownership of the delivered Product transfers to Sodexho Altys upon delivery at the agreed place. This does not apply for rented Products and/or Products that are loaned.
- The parts and/or materials designated for the activities shall be delivered by the Contractor. All building materials, parts and/or materials designated for the activities become the property of Sodexho Altys at the moment of transfer. Loss, misplacement, theft and/or damage to the aforementioned building materials, parts and/or materials are up to the moment of transfer for the account and risk of the Contractor. The Contractor must take the necessary measures to prevent theft or intentional damage to the property of Sodexho Altys, subcontractors and third parties working at the location.
- 16.2 If in the context of the assignment partial payments are made by Sodexho Altys in anticipation on the complete delivery, the Contractor grants Sodexho Altys ownership with this of each separate item, including (reserve) parts and materials, at the moment that these are present in the company of the Contractor, or in the case of manufacture, the moment the Contractor commences with manufacturing. All this insofar as the partial payment is connected to those items or manufacturing. The risk with regards to these items transfers to Sodexho Altys at the point in time determined in the Incoterms 2000. The Contractor must mark and safely store and insure the property of Sodexho Altys up to the moment of delivery at the address indicated by Sodexho Altys. The Contractor shall not provide access to these items to third parties, show these at exhibitions, have at one's disposal or make available to third parties without prior written permission from Sodexho Altys.
- 16.3 The Products and/or Services rejected by Sodexho Altys remain the property of the Contractor, or immediately transfer in ownership to the Contractor from the moment of the sending of the notice of rejection and are from that moment completely for its own risk.
- 16.4 All goods that Sodexho Altys makes available to the Contractor for repairs, treatment or processing or for other purposes (also included here special tools and equipment as well as specifications, drawings and designs) are provided to the Contractor on loan and remain the property of Sodexho Altys. These may be used solely for the execution of the assignments provided by Sodexho Altys and must be returned to Sodexho Altys upon initial request from Sodexho Altys, without the

Contractor being able to exercise a right of retention on the goods made available.

Use for other purposes other than for the assignments of Sodexho Altys, specifically for the benefit of third parties, is only permitted if a written Agreement is formed for this purpose.

The risk of loss or damage of such goods is, except in the event of negligence of Sodexho Altys or its employees, borne by the Contractor. The loss or damage of other goods remains for the account of the Contractor, until the ownership of it is transferred to Sodexho Altys. The Contractor must ensure that the goods of which Sodexho Altys is the owner are identified as such.

- 16.5 Flaws in accepted goods by the Contractor do not affect the obligations of the Contractor and thus do not give the Contractor, except for hidden defects, the right to suspend the fulfilment of its obligations arising from this Agreement and/or to otherwise evade fulfilling its obligations.
- 16.6 In the event of loss of the goods the Contractor is obliged for its own account to ensure the immediate replacement or if replacement is impossible to remunerate to Sodexho Altys the price paid by Sodexho Altys for the goods, as well as to pay any additional costs of Sodexho Altys. If after return of the goods to Sodexho Altys it appears that these are damaged, Sodexho Altys is entitled to repair or have repaired the goods for the account of the Contractor or, if this is impossible, to replace them.

Article 17 Guarantee

- 17.1 The Contractor guarantees that the Products and/or Services:
- a) are of good quality;
 - b) are in complete accordance with the requirements, specifications, conditions, drawings, samples and/or other information provided by Sodexho Altys;
 - c) are free of design, construction, manufacture and material defects;
 - d) are in conformity with the applicable regulations that are imposed by or as a result of the Netherlands government and the EU;
 - e) are complete and suitable for the purpose they are intended for;
 - f) are, as a result of the abovementioned insofar as it is necessary for the benefit of the environment, for health or safety of persons or property, provided with the necessary clear instructions, safety regulations and warnings;
 - g) are new;
 - h) are where applicable provided with CE marking, a conformity statement, safety regulations, maintenance instructions or a name plate;
 - i) are for at least (5) years after the date of transfer capable upon request of Sodexho Altys to deliver parts and/or reproduce information in respect of used materials, manufacturing processes and test results with regards to the activities. In the event of durable production resources the period of availability is equal to the technical working life of the production resource.
- 17.2 If the agreement mentions a guarantee period, a period is meant here within which the Contractor in case of defective delivery shall ensure free of charge the repair of defects or re-delivery, at the option of Sodexho Altys, irrespective the cause of the defect and without prejudice to the liability of the Contractor after expiration of the guarantee period unless the defect in the delivery can be

attributed to Sodexho Altys.

- 17.3 If no guarantee period is included in the agreement, then a guarantee period of two years applies, likewise without prejudice to the liability of the Contractor after expiration of that period.
- 17.4 Sodexho Altys or a third party designated by it is entitled to repair or replace the items for the account and risk of the Contractor, if after consultation with the Contractor it may reasonably be concluded that the Contractor can or shall not ensure the timely or adequate repair or replacement. This shall have no consequences for the stipulated guarantees of the Contractor.

Article 18 Inspection, control and complaints

- 18.1 Sodexho Altys or a third party designated by it is entitled both in advance, as well as during or after the (actual) delivery of the Products/Services and all materials belonging to this as well as the carried out activities in accordance with the agreement to control, inspect, check and/or test irrespective of the place where they are found. The Contractor is obliged here, without further costs for Sodexho Altys, to provide cooperation and, if applicable, to permit this on its own site. This cooperation also means the provision of the required documents and data.
- 18.2 Unless otherwise agreed in writing the costs of checks, inspections, controls and/or tests are for the account of the Contractor. This also applies for re-examination, rechecks, re-inspections and/or retesting.
- 18.3 When defects appear during control or otherwise in the execution of the agreed activities, the Contractor shall repair them without delay.
- 18.4 If Sodexho Altys is, at delivery, of the opinion that the Products/Services do not comply with the guarantees given in Article 17, the Products/Services ordered are of another type or more or less is delivered than ordered, Sodexho Altys is authorized to refuse acceptance of the Products/Services and the Contractor is obliged without delay, and for the account of the Contractor, to deliver replacement Products/Services, irrespective of whether parties are in agreement over the non-fulfilling of guarantees.
- 18.5 The Contractor is furthermore obliged to deliver to the Location without delay and for its own account ordered Products/Services that are missing from the delivery.
- 18.6 The entry control and the acceptance at delivery of the Product by or on behalf of Sodexho Altys, does not acknowledge that the Product complies with the guarantees set down in Article 17.
- 18.7 If Sodexho Altys observes after delivery that the Products/Services do not comply with the guarantees set down in Article 17, Sodexho Altys shall immediately after establishment of this inform the Contractor.
- 18.8 Unless Sodexho Altys agrees to that the Products/Services in respect of which Sodexho Altys has expressed complaints, be replaced, the Contractor is obliged to credit the price paid for the Products/Services by Sodexho Altys, without prejudice to the right of Sodexho Altys to claim further

compensation.

- 18.9 Sodexho Altys or a third party designated by it is entitled to repair or to replace the items for the account and risk of the Contractor, if after consultation with the Contractor it may reasonably be concluded that the Contractor can or shall not ensure the timely or adequate repair or replacement. This shall have no consequences for the stipulated guarantees of the Contractor.
- 18.10 The Contractor has a complaint procedure. With quality complaints the Contractor must solve the question of guilt.

Article 19 Liability

- 19.1 The Contractor is liable for all direct and indirect damage, including all costs, which Sodexho Altys and/or Principal client, its subordinates or non-subordinates may suffer in connection with a defect to a Product or act of the Contractor. The Contractor is also liable for all damage as a result of the acts and/or failure of the Contractor or by third parties hired by the Contractor for the execution of the agreement, except if this damage is the result of intentional or gross negligence on the part of Sodexho Altys.
- 19.2 "Direct damage" means here:
- a) costs, made for prevention or restriction of the damage, insofar it is demonstrated that these costs have led to a restriction of damage;
 - b) costs, made for establishment of the cause and extent of the damage;
 - c) costs, made to allow the performance to meet the agreement.
- 19.3 The Contractor shall take out and maintain an adequate companies' liability insurance and provide a copy of the applicable policy upon initial request to Sodexho Altys, including policy terms and conditions.
- 19.4 If as a result of the Products and/or as a result of the Services damage occurs to the Principal client and/or other third parties, the Contractor is obliged to completely indemnify Sodexho Altys of all claims of Principal client(s) and/or other third parties.
- 19.5 If Sodexho Altys, in its opinion, is enforced to take measures for prevention of (further) damage at Principal client(s) or third parties or has well-founded doubts about the quality of the Products or the carried out Services, Sodexho Altys is authorized to demand a Recall Action or to cease the activities (allow activities to cease), which the Contractor is obliged to carry out with immediate effect. In the event the Contractor on its own initiative carries out a Recall Action concerning the Products/Services, it must without delay inform Sodexho Altys Purchasing of this and warn the Site manager. In both cases the Contractor is liable for all costs relating to and arising from this and damage of Sodexho Altys.
- 19.6 If a penalty clause and/or a bonus-malus arrangement is included in the Agreement, this does not take the place of the liability. The liability of the Contractor as described in this article remains in force without prejudice.

- 19.7 The Contractor ensures that the delivered Product and/or delivered Service does not infringe on the rights of third parties, included here intellectual property rights and know-how, and indemnifies Sodexho Altys completely from all claims from third parties in this regard.
- 19.8 Furthermore the Contractor indemnifies Sodexho Altys for claims from third parties, included here subordinates and non-subordinates of the Contractor, in connection with damage arising or relating to the execution of the agreement(s) with Sodexho Altys.

Article 20 Recipient's liability

- 20.1 The Contractor indemnifies Sodexho Altys for each liability of the obligations to which it is subject as employer under the tax and social security legislation to payment of taxes and premiums, also by subcontracting of the activities to third parties.
- 20.2 The Contractor shall upon request from Sodexho Altys present in the course of the duration of the agreement a statement from a registered accountant to Sodexho Altys regarding the payment record, from which it appears that all obligations with regards to payments have been fulfilled.
- 20.3 If the Contractor is not obliged to withhold from the salary of the employees premiums for employed persons insurance schemes, then the Contractor shall present a statement from the industrial insurance board to Sodexho Altys from which this is apparent.

Article 21 Breach and termination

- 21.1 If the Contractor does not, not on time or not adequately fulfil its obligations arising from the agreement(s), it is in breach without further notice of default and Sodexho Altys is, without being obliged to pay any compensation, authorized to terminate or to dissolve the agreement(s) in full or in part with immediate effect or to suspend the (further) execution of the agreement(s) with the Contractor, irrespective of its other rights to claim compensation.
- 21.2 Sodexho Altys has at all times the right to terminate this Agreement in full or in part by written notification to the Contractor taking account of a period of notice of three (3) months. In that case Sodexho Altys shall remunerate the direct demonstrable costs which the Contractor in respect of fulfilling this agreement had to make for activities not yet delivered and/or accepted results. This shall under no condition concern agreed overhead costs or other type of indirect costs. Sodexho Altys has in that regard the right to study (initiate a study of) the concerned bookkeeping of the Contractor.
- 21.3 Sodexho Altys is furthermore authorized to terminate or dissolve the agreement(s) in full or in part with immediate effect, without compensation, or to suspend the (further) execution of the agreement(s) with the Contractor, in the event:
- a (provisional) moratorium on behalf of the Contractor is applied for or granted or an arrangement with creditors is made;
 - a petition is filed for the bankruptcy of the Contractor or the Contractor is declared bankrupt;

- of the winding-up or dissolution of the Contractor;
 - the Contractor discontinues its company or the control or property of the Contractor is transferred;
 - as a result of a legal merger or division of the Contractor.
- 21.4 Sodexho Altys is also authorized to terminate or dissolve the agreement(s) with the Contractor in full or in part with immediate effect, or to suspend the (further) execution of the agreement(s) with the Contractor if the Contractor does not comply with its obligations as established in the Purchase Conditions, but in particular in Articles 4.1, 8 and 23, irrespective its right to recovery of actual damage suffered.
- 21.5 Sodexho Altys is furthermore authorized to terminate or dissolve the agreement(s) with the Contractor in full or in part with immediate effect, or to suspend the (further) execution of the agreement(s) with the Contractor if the Contractor offers its cooperation to any request from the Location(s), the Principal client or third parties to invoice for other Products/Services, quantities or Prices other than the actual on behalf of the Principal client delivered Products/Services, quantities or applicable Prices.
- 21.6 If in the opinion of Sodexho Altys well-founded reasons exist to fear that the Contractor shall not, not adequately or not on time fulfil its obligations towards Sodexho Altys, the Contractor is obliged to immediately provide, upon initial request from Sodexho Altys, sufficient and in the form desired by Sodexho Altys, security for full compliance of all its obligations. Upon absence of security Sodexho Altys is entitled within a term of 4 weeks to dissolve the agreement without further obligations. For the consequential loss that Sodexho Altys shall suffer the Contractor is unconditionally and without prejudice liable.
- 21.7 All reasonable out-of-court and legal costs of Sodexho Altys as a result of the non-compliance by the Contractor are at the expense of the Contractor.
- 21.8 Termination of the agreement does not prejudice the rights of Sodexho Altys as these exist at the time of termination.
- 21.9 Unless otherwise agreed in writing with Sodexho Altys Purchasing, Sodexho Altys is never obliged to place (subsequent) orders with the Contractor, irrespective whether one or more agreements for the delivery of Products/Services with the Contractor have been formed and without being obliged to pay any compensation or take account of a period of notice.
- 21.10 In the event of dissolution of an Agreement Sodexho Altys is entitled to execute the activities itself or to have these executed by third parties, with use of all necessary technical information for this, included here the intellectual and industrial property rights of the Contractor, material in stock by the Contractor, as well as goods made available by Sodexho Altys. Sodexho Altys shall for the use of equipment and materials of the Contractor pay a reasonable compensation, insofar as not already paid by Sodexho Altys.

Article 22 Force majeure

- 22.1 In the event of force majeure the Contractor must immediately inform Sodexho Altys Purchasing after the occurrence of the circumstance that caused the force majeure, mentioning the nature of the force majeure, the date on which the force majeure situation commences or has commenced and if possible the expected duration. If delivery at a later point in time is acceptable for Sodexho Altys, the Contractor is obliged to make every effort to still be able to deliver to the Location. If delivery at a later point in time is not acceptable for Sodexho Altys Purchasing, Sodexho Altys is authorized to dissolve its agreement. Sodexho Altys is also authorized to dissolve the full agreement, without being obliged to pay any compensation.
- 22.2 The following circumstances in any case do not deliver force majeure: strike, workers lockout, shortage in raw materials, transport problems, non-compliance of obligations by its own supplier and breakdowns in the Production of the Contractor as well as illnesses and epidemics.
- 22.3 In the event of Recall Actions the Contractor may only use the name of Sodexho Altys after written permission from Sodexho Altys.
- 22.4 When the Contractor is hindered to comply with the agreement by force majeure for more than 60 (sixty) days, Sodexho Altys is entitled without expense to dissolve the agreement in full or for the non-executed part, without notice of default or legal intervention being required. Sodexho Altys is in that case entitled to keep the already delivered part of the items, including all materials belonging to this, or to submit a claim for this and to complete (have completed) for the account of the Contractor.

Article 23 Confidentiality

- 23.1 Sodexho Altys may not be used as reference, unless written permission for this is provided by Sodexho Altys.
- 23.2 The Contractor is obliged to secrecy towards third parties of all information and knowledge provided by or in another way made known to it by Sodexho Altys and shall only make use of this for the execution of the assignment issued to it, unless it has received prior written permission from Sodexho Altys. The Contractor shall also impose these obligations on all subordinates and non-subordinates that acquire this knowledge and ensure that these obligations are complied with. Included under this information, but not restricted to, is information with regards to contracts, consumptions, Products, Locations and volumes. The obligation to confidentiality remains even after the expiry of the agreement.
- 23.3 The material provided by Sodexho Altys within the framework of the agreement to the Contractor must be immediately returned by the Contractor after a request to that effect from Sodexho Altys.
- 23.4 The supplier ensures that the use, included here resale, of the goods delivered by it or of the purchased or equipment manufactured by it on behalf of Sodexho Altys and its Principal client shall not cause an infringement of patents, trade name rights, trademark rights, design rights, copyrights or any other rights of third parties.

23.5 The supplier indemnifies Sodexho Altys and its Principal client for liabilities that arise from any kind of infringement of the rights stipulated in Article 23 paragraph 4 and shall compensate Sodexho Altys and its Principal client for all damage that is a consequence of any infringement.

Article 24 Applicable law and competent court

24.1 The Netherlands law is exclusively applicable on all legal relationships between Sodexho Altys and the Contractor. Applicability of the Vienna Sales Convention is expressly excluded.

24.2 If the parties have a dispute, which cannot be solved by agreement, the dispute shall only be resolved in accordance with the Rules of the Arbitration Institute for Facility Management in Amsterdam, unless the parties agree to another forum.

Article 25 Conversion

25.1 If and insofar based on reasonableness and fairness or the unreasonable onerous character no appeal can be made on any provision in the Purchase Conditions then this provision acquires an as much as possible corresponding meaning qua content and essence, so that an appeal can be made on this. The nullity of a provision does not lead to the nullity of the entire agreement and/or Purchase Conditions.