



CPM EUROPE GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND SERVICES

Article 1 – Definitions

"Agreement"	means the agreement, whether orally, electronically or in writing, between Supplier and CPM Europe, including these General Terms and Conditions.
"Change of Control"	means either (i) the majority of shares carrying a right to vote in Supplier are, directly or indirectly, acquired by a person who is not a majority shareholder as at the Effective Date, or (ii) there is a change in the ownership of the legal power to direct, or determine the direction of, the general management and policies of Supplier.
"Confidential Information"	means all information disclosed by or on behalf of a Party (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of the Agreement), including all business, financial, commercial, technical, operational, organizational, legal, management and marketing information which is either marked as being confidential or which would reasonably be deemed to be confidential in the ordinary course of business.
"CPM Europe"	means the relevant CPM Europe entity with which the Agreement is entered into. "Effective Date" means the effective date set out in the Agreement.
"General Terms and Conditions"	means these general terms and conditions for the purchase of Products and Services.
"Hardware Product"	means the hardware product specified in the Agreement.
"Part(y)(ies)"	means Supplier and/or CPM Europe.
"Price"	means the purchase price for the Products or the fee for the Services, as specified in the Agreement.
"Product"	means a Hardware Product, Software Product or other product specified in the Agreement.
"Results"	means the deliverables set out in the Agreement and any other data, materials, information, methods, techniques, technologies or know-how, in whatever form, developed or obtained as a result of or in the course of the performance of the Agreement.

"Services"	means the services, as specified in the Agreement.
"Software Product"	means the software product specified in the Agreement.
"Specifications"	means the agreed functional and/or technical specifications for a Product or Service.
"Supplier"	means the supplier identified in the Agreement.

Article 2 – Applicability

- 2.1 These General Terms and Conditions shall apply to and are expressly incorporated into quotations, offers, orders, order confirmations, the Agreement and all subsequent agreements entered into between Supplier and CPM Europe in connection with the purchase by CPM Europe of Products or Services. The applicability of Supplier's general terms and conditions is hereby expressly excluded.
- 2.2 A request for quotation for Products or Services issued by CPM Europe is non-binding. CPM Europe has the right at any time to withdraw a request for quotation without any liability to Supplier.
- 2.3 Unless a fixed period is specified for the validity of Supplier's offer, such offer shall remain valid for sixty (60) calendar days. Within this period, the offer is irrevocable.
- 2.4 When Supplier accepts CPM Europe's order, either by acknowledgement, delivery of any Products or commencement of performance of any Services, a binding contract shall be formed.

Article 3 – Purchase of Products

- 3.1 Supplier will ensure that the Products conform in all material respects to the Specifications.
- 3.2 Software Products are licensed to CPM Europe on a perpetual, irrevocable, worldwide, unlimited, non-exclusive, transferable, royalty-free basis and with the right for CPM Europe to sub-license, unless explicitly agreed otherwise in the Agreement.
- 3.3 Before delivering any Product, Supplier shall carry out reasonable tests to ensure that the Products are in operable condition and capable of meeting the Specifications.
- 3.4 Supplier shall provide CPM Europe promptly upon delivery of the Product(s) with all documentation that CPM Europe may reasonably need to install, implement, use, manage and maintain the Products.



- 3.5 Supplier will use commercially reasonable efforts to maintain the Products at CPM Europe's request.
- 3.6 If Supplier provides CPM Europe with Software Products, Supplier shall, at CPM Europe's first request, execute a source code escrow agreement on mutually agreeable terms, entitling CPM Europe to obtain access to the source code for such Software Products from a third-party escrow agent upon the occurrence of certain customary release events.

Article 4 – Services

- 4.1 Supplier shall perform the Services in accordance with the terms of the Agreement and in any event with promptness, diligence and in a professional manner, in accordance with the practices and professional standards used by, and consistent with levels of performance achieved by, well-managed operations performing similar services.
- 4.2 In performing the Services, Supplier shall comply with CPM Europe's reasonable instructions.
- 4.3 Except as otherwise provided in the Agreement, Supplier shall be responsible (at its own cost) for providing the facilities, personnel and other resources (including any consumables) necessary to perform the Services.
- 4.4 CPM Europe will provide the assistance reasonably necessary to facilitate Supplier's performance of the Services, including responses to Supplier's questions, delivery of any items reasonably required to be furnished by CPM Europe, access to the premises and appropriate equipment, suitable working space, and reasonable access to CPM Europe's network and software environment (if applicable).
- 4.5 Supplier may not subcontract the Services, unless with CPM Europe's prior written consent. Supplier shall remain fully responsible and liable for the subcontracted Services as if the Services were performed by Supplier.

Article 5 – Delivery, Risk and Title

- 5.1 Delivery of the Hardware Products is subject to the Incoterms of the International Chamber of Commerce which are in force at the relevant delivery date. Unless a specific other Incoterm and destination is agreed, Supplier shall deliver the Product(s) "DDP", as defined in the latest version of the international commercial terms (Incoterms) of the International Chamber of Commerce (ICC) to CPM Europe's designated destination.
- 5.2 Title to Hardware Product(s) shall pass to CPM Europe upon delivery or payment, whichever is earlier.
- 5.3 Supplier shall deliver the Products and perform the Services in accordance with any delivery or performance date or timeline specified in the Agreement. Where the relevant Agreement does not specify any such date or timeline, Supplier shall deliver such Product or perform such Services as soon as possible but, in any event, within a reasonable period of time. If Supplier fails to meet a delivery or

performance date or timeline, it will be in default without any notice of default being required.

- 5.4 If Supplier is, or is likely to be, unable to meet any delivery or performance date or timeline, Supplier will promptly give CPM Europe written notice of the relevant circumstances together with a date upon which Supplier reasonably expects to be able to deliver the Products or perform the Services.
- 5.5 In case Supplier fails to deliver the Products and perform the Services in accordance with the delivery date or performance date or timeline, as specified in the Agreement, CPM Europe will be entitled to liquidated damages amounting to 1% (one percent) of the Price for the delayed Products or Services for each day of delay, without prejudice to CPM Europe's other rights and remedies under the Agreement or at law.
- 5.6 CPM Europe may postpone or suspend delivery of the Products or performance of the Services for a reasonable period of time by providing Supplier with a written notice to that effect. CPM Europe's written notice shall indicate the amount of time for which the term is being extended. Supplier will receive a reasonable reimbursement for its actual costs as a result of such delay or suspension.

Article 6 – Testing, Inspection and Trials

- 6.1 Inside normal business hours CPM Europe is authorized to test, inspect or try out the Products prior to delivery any time it wishes to do so at Supplier's premises or at any other sites/locations where the Products are present, regardless of the production and/or development phase.
- 6.2 Supplier shall make the Products available for testing, inspection or try-outs at such times as will enable the delivery times and/or times of performance agreed upon to be complied with.
- 6.3 Supplier shall, without any extra charges to CPM Europe, cooperate in the testing/inspection/trials and at CPM Europe's request make reasonable personal and material assistance available to CPM Europe for the benefit of testing/inspection/trials. All costs related to the testing/inspection/trials, with the exception of CPM Europe's costs, CPM Europe's employees or other persons acting on behalf of CPM Europe, shall be at Supplier's expense. If CPM Europe on reasonable grounds rejects the Products during testing/inspection/trials, all extra costs as well as all costs related to the subsequent testing/inspection/trials shall be at Supplier's expense.
- 6.4 If during testing/inspection/trials CPM Europe rejects the Products, Supplier is obliged, for its own account and within a term set by CPM Europe, to remedy the defect and to present the missing, remedied or replaced Products for testing/inspection/trials, without prejudice to any of CPM Europe's other rights. The cost of repair cannot be charged as contract extras by Supplier. Rejection by CPM Europe shall not lead to postponement of the terms of delivery and/or performance agreed upon.

- 6.5 Any testing/inspection/trials of the Products by or on behalf of CPM Europe does not imply any acknowledgement of the Products meeting the issued guarantees or the Agreement.

Article 7 – Acceptance

- 7.1 If an Acceptance test has been agreed upon between CPM Europe and Supplier, Supplier is obliged to present the Product for this purpose on the date agreed upon between the parties, in order to establish whether the Product meets the Agreement in full. CPM Europe and Supplier shall in prior and mutual consultation decide on the procedure as well as the term within which the Acceptance test is to be carried out. Supplier shall not submit the Product for the Acceptance test, if it knows or may within reason suspect that the Product will not pass the Acceptance test successfully.
- 7.2 The Acceptance test has been successfully completed and the Product is accepted by CPM Europe, if the Acceptance Protocol has been signed by CPM Europe and Supplier, if necessary stating any small defects that do not prevent the Product from being made operational, and which small defects Supplier shall remedy free of charge within 5 calendar days from the signing of the Acceptance Protocol.
- 7.3 If the Acceptance test has not been successfully completed, Supplier shall within a term further to be agreed upon after the Acceptance Test make such amendments to the Product free of charge, as will enable it to successfully pass the next Acceptance Test. Subsequently the Product will once again be subjected to an Acceptance Test under the provisions of this article. All costs arising from this new Acceptance Test shall be at Supplier's expense.
- 7.4 If an Acceptance Test is unsuccessfully completed twice, CPM Europe will be entitled to terminate the Agreement with Supplier, without being under any obligation to compensate Supplier for any damage and costs, and without prejudice to CPM Europe's rights to demand compensation for damage sustained and costs incurred.
- 7.5 Acceptance in accordance with the provisions of article 7.2 shall not release Supplier from its obligations under the guarantee.

Article 8 – Price and payment

- 8.1 The Price will be as set out in the Agreement.
- 8.2 Unless explicitly agreed otherwise in the Agreement, the Price is fixed. The Price shall not be increased with any other fees, taxes or charges. Storage, packaging, transport, delivery, administration and dispatch costs and all other associated costs are deemed to be included in the Price. The Prices include any travel and other expenses, unless explicitly agreed otherwise in the Agreement.
- 8.3 Supplier will submit itemized and detailed invoices, including appropriate supporting documentation reasonably requested by CPM Europe.

- 8.4 Unless explicitly agreed otherwise in the Agreement, Supplier shall invoice CPM Europe after delivery and, if applicable, inspection and acceptance of the Products or performance of the Services and CPM Europe will pay all invoiced amounts within forty-five (45) days after receipt of invoice.
- 8.5 If CPM Europe, after prior notice of default, fails to make payment in accordance with clause 8.4, Supplier shall be entitled to charge interest on the overdue amount at a rate of 2% above the European Central Bank's main refinancing rate.
- 8.6 Additional work must be timely notified to CPM Europe, must be invoiced separately and will not be reimbursed, unless Supplier has obtained CPM Europe's prior approval for performing such additional work.

Article 9 – Warranty

- 9.1 Supplier warrants that:
- (i) the Services and Products are suitable for the intended purposes and comply with the terms of the Agreement;
 - (ii) the Hardware Products are new, of good quality and manufacture, and free from defects in workmanship and materials;
 - (iii) the Software Products will operate as described in the Specifications, are free from material defects and do not contain any viruses or other malware;
 - (iv) the Services will be performed with at least the same degree of skill and competence normally practiced by consultants performing the same or similar services and the Results will meet the Specifications;
 - (v) Supplier owns and holds all rights to the Software Products and Results and that the Software Products and Results will not infringe the intellectual property rights of any person; and
 - (vi) it shall, in the execution of the Agreement, comply with all house rules, codes of conduct and security regulations imposed by CPM Europe and all applicable laws and regulations.

Article 10 – Liability

- 10.1 Supplier will be liable for all damage directly or indirectly caused by a shortcoming in the performance of any obligation entered into by Supplier with CPM Europe, and for all damage directly or indirectly arising from a wrongful act of Supplier or one or more persons for whom Supplier is liable.
- 10.2 Supplier shall hold CPM Europe harmless from and against all claims any third parties should have on CPM Europe due to Supplier's shortcomings in the performance of its obligations under the Agreement or any act or omission of Supplier, its employees and non-employees.

Article 11 – Insurance

- 11.1 Without limiting Supplier's liability under the Agreement, Supplier, at its sole cost and expense, will keep in force insurance coverage types and amounts as required by applicable law and consistent with industry practice. Upon request by CPM Europe, Supplier shall furnish a copy of the certificate of its insurance policies.

Article 12 – Force majeure

- 12.1 Neither Party shall be in breach of the Agreement, nor liable for delay in performing or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 12.2 Force majeure shall in any case not include: a lack of sufficiently qualified personnel, strikes, breach of contract by third parties engaged by Supplier, illness of personnel, late delivery of goods, materials, data or other products required for the performance of the Agreement or delivery of the Products, or problems concerning liquidity or solvency.

Article 13 - Audit

- 13.1 Upon reasonable prior notice Supplier shall provide CPM Europe and its auditors at all reasonable times with access to its premises and computer systems to verify Supplier's compliance with the Agreement.
- 13.2 Supplier shall co-operate with CPM Europe and its auditors and provide such assistance as they require in carrying out the audits. CPM Europe shall ensure that it and its auditors shall comply with Supplier's reasonable security requirements and house rules.
- 13.3 The costs of the audit shall be borne by CPM Europe, unless it is ascertained that Supplier has materially failed to comply with its obligations under the Agreement, in which case Supplier shall bear the costs of the audit.

Article 14 – Term and Termination

- 14.1 The Agreement will be for the term set out therein. If no term is stated in the Agreement, such Agreement shall commence on the Effective Date and may be terminated by CPM Europe, without liability to Supplier, at any time by giving one (1) month written notice to Supplier.
- 14.2 Each Party may, without prejudice to any of its other rights arising hereunder, upon giving written notice to the other Party, terminate ('ontbinden') the Agreement with immediate effect, if:
- (i) the other Party commits a material breach of the Agreement, which breach, if capable of being remedied, is not cured within thirty (30) calendar days after written notice of the breach;
 - (ii) the other Party has been granted provisional suspension of payment or is declared bankrupt or a resolution is passed or a petition is presented for the winding-up of the other party, such Party has called a meeting of or

has entered into or has proposed to enter into an arrangement, scheme of composition with creditors; or

(iii) with respect to the other Party, a situation of force majeure has lasted for more than sixty (60) calendar days.

14.3 CPM Europe may, upon giving written notice to Supplier, terminate ('opzeggen') the Agreement with immediate effect following a Change of Control over Supplier.

14.4 The expiry or termination of the Agreement for any reason whatsoever shall not affect any provision of the Agreement or these General Terms and Conditions that is expressed or intended to survive or to operate in the event of termination or expiry.

Article 15 – Intellectual Property

15.1 All drawings, models, equipment, technical details, as well as the specifications and all other documents and items provided to Supplier by CPM Europe by virtue of the Agreement, shall remain CPM Europe's property and shall upon termination or expiry of the Agreement be returned to CPM Europe by Supplier at its expense. Any intellectual property rights to or in the aforementioned drawings, models, equipment, technical details, as well as the specifications and all other documents and goods shall, to the extent present, remain with CPM Europe.

15.2 Unless otherwise agreed upon in writing by CPM Europe and Supplier, all drawings, models, equipment, technical details, as well as all other documents manufactured by or on behalf of Supplier in connection with or by virtue of the Agreement shall be deemed to have been manufactured for CPM Europe and shall be CPM Europe's property. Upon termination or expiry of the Agreement these drawings, models, etc. should be surrendered to CPM Europe, unless otherwise agreed upon. Any intellectual property rights to such drawings, models, equipment, technical details and all other documents shall also be vested in CPM Europe. To the extent that these intellectual property rights are not by law vested in CPM Europe, Supplier shall on CPM Europe's demand always grant all cooperation necessary to assign these rights to CPM Europe, including the signing of any deeds of transfer.

15.3 If contrary to the provisions of articles 15.1 and/or 15.2 it should have been agreed with Supplier that (specific) drawings, models and designs (jointly the: "**Drawings**") shall remain the property of and/or the intellectual property rights to or in the Drawings shall be vested in Supplier, Supplier shall provide CPM Europe with a perpetual, worldwide, exclusive, royalty-free and transferable licence to multiply, disclose, use, amend and otherwise make commercial use of the Drawings. On CPM Europe's demand Supplier shall without delay provide a copy of the Drawings to CPM Europe..

15.2 CPM Europe shall acquire ownership of the Results, including all intellectual property rights vested therein. Supplier hereby irrevocably assigns and transfers to CPM Europe all world-wide right, title and interest in and to the Results, which assignment and transfer is hereby accepted by CPM Europe, now for then, immediately upon creation thereof, and has caused or will cause its employees

and contractors to assign and transfer same. Supplier hereby waives, and will cause its employees and contractors to waive, all moral rights that may accrue to each of them, to the extent permitted by law.

- 15.3 In so far as another instrument is required for the transfer of such rights, Supplier hereby irrevocably authorizes CPM Europe, now for then, to have such an instrument drawn up, and to sign this on behalf of Supplier, without prejudice to Supplier's obligation to co-operate in the transfer of such rights at CPM Europe's first request, without being able to impose conditions on this.
- 15.4 Supplier will defend CPM Europe from any and all third-party claims, suits, or proceedings alleging that any Product, Service or Result infringes any intellectual property rights (a "**Claim**"), and will pay all settlement amounts agreed to by the litigants or damages finally awarded by a court of competent jurisdiction. If Supplier reasonably believes that any element of the Products is about to become the subject of a Claim, Supplier will (a) obtain a license to permit CPM Europe to use such Product or Service in accordance with the Agreement; (b) modify such Product or Service in a manner such that it is no longer infringing; or, if neither of the foregoing options is feasible, (c) recover the Product or Service in exchange for a refund of the Price, without prejudice to CPM Europe's other rights and remedies under the Agreement or at law.
- 15.5 In order for Supplier to indemnify CPM Europe, CPM Europe will notify Supplier in writing of any Claim, tender control of the defence and settlement of such Claim to Supplier and reasonably cooperate with Supplier in such defence at Supplier's expense.

Article 16 – Confidentiality and Data Protection

- 16.1 The receiving Party of Confidential Information shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees:
- (i) not to use any Confidential Information of the disclosing Party for any purpose outside the scope of or explicitly allowed by the Agreement, and
 - (ii) except as otherwise authorized by the disclosing Party in writing, to limit access to Confidential Information of the disclosing Party to those of its employees, affiliates, contractors and agents who need such access for purposes consistent with the Agreement and who have signed confidentiality agreements with the receiving Party containing protections no less stringent than those herein.
- 16.2 The receiving Party may disclose Confidential Information of the disclosing Party if it is required by law or regulations to do so, provided the receiving Party gives the disclosing Party prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure.
- 16.3 If the Agreement expires or is terminated, the receiving Party shall promptly return or destroy all Confidential Information of the Disclosing Party, provided,

however, that Recipient shall only be required to use commercially efforts to return or destroy any Confidential Information stored electronically, and that Recipient shall not be required to return or destroy any electronic copy of Confidential Information created pursuant to its standard electronic backup and archival procedures. If a Party believes that the return or destruction of all Confidential Information is not feasible, or if a Party is required by applicable law or accounting rules to retain a record copy of any Confidential Information for some period of time, such Party may retain a copy of the Confidential Information, which is to be maintained subject to the provisions of these General Terms and Conditions.

- 16.4 The terms and conditions of the Agreement are confidential and may not be disclosed by either Party without the prior consent of the other Party.
- 16.5 Supplier may not use its relationship with or refer to CPM Europe for any marketing purposes or in any public communication, or use CPM Europe's trade name or trade mark, without the explicit prior written approval of CPM Europe.
- 16.6 Insofar Supplier processes personal data on behalf of CPM Europe and qualifies as a processor under the implementing legislation of the EU General Data Protection Regulation, the processing of such personal data will be governed by the Data Processing Agreement in **Annex [•]**.

Article 17 – Corporate and social responsibility

- 17.1 Supplier will collect any packaging materials free of charge from the place of delivery and transfer them in a proper and verifiable manner to an accredited processor in accordance with the applicable environmental legislation.
- 17.2 If applicable, Supplier will comply with the latest version of the RBA Code of Conduct.
- 17.3 Supplier will act responsibly and with integrity, will conduct its business in an ethical manner, and comply with the best practices of professional ethics.

Article 18 – Anti-bribery, anti-corruption and anti-money laundering

- 18.1 Anti-bribery: neither the Supplier nor any director, officer, employee or other person associated with or acting on behalf of any of the Supplier, has made, offered or authorized or will make, offer or authorize any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any government official or any entity or other person where such payment, gift, promise or other advantage would (i) comprise a facilitation payment; or (ii) violate the anti-bribery and money-laundering laws and obligations of any applicable law, including of the Netherlands, European Union, United Kingdom and the United States of America.
- 18.2 Anti-corruption: neither the Supplier nor any director, officer, Supplier, employee or other person associated with or acting on behalf of any of the Supplier, (i) has used or will use any of its funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) has made or will make

any direct or indirect unlawful payment to any foreign or domestic government official or employee from its funds; (iii) has violated, will violate or is in violation of any provision of the any applicable anti-corruption laws including of the Netherlands, European Union, United Kingdom and United States of America or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

- 18.3 **Anti-sanctions:** the Supplier is aware of all economic sanctions laws, anti-boycott laws and trade restrictions imposed by the Netherlands, European Union, United Kingdom and the United States of America as may be amended from time to time, and the Supplier warrants that it fully complies and shall for the performance of the Agreement fully comply with them in all respects.

Article 19 – Miscellaneous

- 19.1 Neither Party may assign, transfer or dispose of any of its rights under the Agreement, either in whole or in part, without the prior written consent of the other Party. However, CPM Europe may assign the Agreement in its entirety to a successor in interest upon its merger, consolidation, acquisition, or sale or other transfer of all or substantially all of its business or assets or to any of its affiliates without the prior written consent of Supplier.
- 19.2 The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of the remainder of the Agreement and the Parties shall use all reasonable endeavors to agree within a reasonable time upon any lawful and reasonable variations to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.
- 19.3 No amendment to the Agreement is valid or binding, unless Parties explicitly agree to the same in writing.
- 19.4 Failure by either CPM Europe or Supplier to enforce any of the provisions of the Agreement shall not be construed nor be deemed to be a waiver of either Party's rights thereunder and shall not in any way affect the validity of the whole or any part of the Agreement, nor prejudice such Party's right to take subsequent actions.
- 19.5 Supplier shall in no event be authorized to conclude agreements on behalf and in the name of CPM Europe or legally bind CPM Europe in any other way.
- 18.6 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Dutch law, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Amsterdam. The Vienna Sales Convention (CISG) does not apply.
- 19.7 In the event Supplier is domiciled in a non-EEA country, the parties agree that CPM Europe is also entitled to have disputes arising in connection with the Agreement, these General Terms and Conditions, or further agreements resulting therefrom, be settled in accordance with the Arbitration Rules of the Netherlands



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Arbitration Institute. The arbitral tribunal shall be composed of three arbitrators. Each party will appoint one arbitrator, who together will appoint the third arbitrator who will act as chairman of the arbitral tribunal. The place of arbitration shall be Amsterdam. The proceedings shall be conducted in the English language.