



LAMBDA FURTHERANCE B.V.



Landgoed de Wittenburg 1
2244 BV Wassenaar
Nederland

T +31.650454045
F +31.848371621
lambdaphi@me.com
www.lambdaphi.nl

LAMBDA FURTHERANCE B.V. ACCEPTANCE AND TERMS AND CONDITIONS.

1. These General Terms and Conditions ("General Terms") shall apply and be deemed incorporated into all purchase orders (each an "Order") which Lambda Furtherance b.v. may place with SELLER (whether by mail, facsimile or electronic data exchange) after the date of these General Terms, whether or not the terms and conditions of these General Terms are expressly referenced therein. Unless otherwise expressly stated in an Order, these General Terms shall supersede and replace any terms and conditions that appear on the reverse side of an Order.
2. Acceptance of an Order by SELLER shall occur on the earlier of: a) Lambda Furtherance b.v.'s receipt of written acceptance or b) shipment of any goods, services or equipment or the initiation of performance of the work called for by an Order.
3. By acceptance of an Order, SELLER agrees to be bound by and comply with all the General Terms and all other terms and conditions set forth herein, including any supplements thereto and all specifications, drawing, and other documents referred to in an Order, which are incorporated herein by reference.
4. The issuance of an Order by lambda Furtherance b.v. does not constitute an acceptance by lambda Furtherance b.v. of any offer to sell, any quotation or any proposal received from SELLER. Only lambda Furtherance b.v.'s signed consent will bind it to any terms hereafter transmitted in any form by the SELLER. Reference in an Order to any such offer to sell, quotation or proposal shall in no way constitute a modification of any of the terms and conditions of these General Terms. AN ATTEMPTED ACKNOWLEDGEMENT OF AN ORDER OR OTHER DOCUMENTS CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THESE GENERAL TERMS IS NOT BINDING UPON LAMBDA FURTHERANCE B.V. UNLESS SPECIFICALLY ACCEPTED BY LAMBDA FURTHERANCE B.V. IN WRITING. LAMBDA FURTHERANCE B.V. hereby objects to any such additional or inconsistent terms and conditions.
5. Any modification of an Order or these General Terms to be valid must be in writing and signed by an authorized representative of Lambda Furtherance b.v.
6. Titel, Risk of Loss, Terms . SELLER shall arrange for shipment of product to Lambda Furtherance warehouse via common carrier with terms FOB destination unless otherwise specified on specific Lambda Furtherance b.v. Purchase Order. SELLER shall invoice Lambda Furtherance b.v. on, or promptly after the date of each shipment. Terms of Payment shall be net 60 days B/L unless otherwise specified on Purchase Order.
7. Force Majeure. In the event of the occurrence of contingencies beyond the reasonable control of either or both of the parties, including without limitation, war, fire, explosion, flood, strike, labor disputes, accident, breakdown, emergency repair or maintenance, riot, act of governmental authority, acts of God, or any other event interfering with the production, supply, transportation, or consumption of the goods sold hereunder, or with the supply or consumption of any raw material used in connection.

Lambda Furtherance b.v. warrants that the manufacture and sale of the product delivered hereunder, or with the supply or consumption of any raw material used in connection therewith, the obligations of the parties to perform hereunder shall be suspended, and quantities so affected may be eliminated from the contract without liability. The party invoking Force Majeure hereunder shall give prompt notice of and utilize best efforts to terminate or remove, the Force Majeure conditions.

8. Warranty. SELLER expressly warrants:

- a. Specifications: That the product will conform to the specifications, drawings, samples or other description required by Lambda Furtherance b.v., or if non so specified, to SELLER's stated specifications for such product; will be unless specified to the contrary on the face hereof; will be free from defects in material and workmanship; it will be free of all liens and encumbrances; and will confirm to any affirmations of fact made on the container and label.;
- b. Compliance with Law: That the product will be adequately contained, packaged, marked, labeled and shipped in compliance with all applicable laws and regulations, and that instructions and information, including but not limited to Material Safety Data Sheets, required by law or necessary for the safe and proper use of the product, will be provided to Lambda Furtherance b.v.;
- c. Adequate Packaging: That the product will be adequately contained, packaged, marked, labeled and shipped in compliance with all applicable laws and regulations, and that instructions and information, including but not limited to Material Safety Data Sheets, required by law or necessary for the safe and proper use of the product, will be provided to Lambda Furtherance b.v.;
- d. Title: That SELLER has good and marketable title to the products;
- e. No Patent Infringement: That the use or sale of the product purchased hereunder will not infringe any patent covering the product itself, but SELLER shall not be required to warrant against infringement by reason of the use thereof in combination with other material or in the practice of any process unless expressly agreed; and
- f. Indemnification: That SELLER will indemnify, defend and hold Lambda Furtherance b.v, its directors, officers and employees free and harmless from any loss, damage, injury (including death), fine, penalty or expense resulting from SELLER's furnishing of product or services which fail to conform with any warranty contained herein.

9. Governing Law. this Agreement shall be governed by the laws of the State of the Netherlands.

10. Assignability. Neither party may assign this agreement without the consent of the other, which consent shall not unreasonably be withheld.

11. Entire Contract/Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no understandings or warranties, express or implied, except as set forth herein. This Agreement may be amended only by mutual agreement in writing, duly signed by authorized representatives of both parties.

12. Separability/Waivers. The terms and conditions of this Agreement shall be deemed to be separable; if any part thereof is held to be invalid for any reason, the other terms and conditions hereunder shall remain in full force and effect. Failure by either party to require performance by the other party of any obligation shall in no way affect any right thereafter to enforce any obligation; not shall waiver by either part of any breach be held to be a waiver of any later breach.

13. Termination.

- a. Except for delays caused by Lambda Furtherance b.v. or acts of God, time is of the essence of an Order. Lambda Furtherance b.v. may by written notice of default to SELLER, terminate the whole or any part of an Order if SELLER fails to perform any part of an Order within the time specified herein or any extension thereof.

- b. In the event Lambda Furtherance b.v. terminates an Order in whole or in part because of any default by SELLER, Lambda Furtherance b.v. may procure, upon such terms and in such manner as Lambda Furtherance b.v. may deem appropriate, items or services similar to those so terminated; and SELLER shall be liable to Lambda Furtherance b.v. for any excess costs of such similar items or services, provided that SELLER shall continue the performance of an Order to the extent not terminated under the provisions of this Section 9 (a).
- c. Lambda Furtherance b.v. may terminate all or any part of an Order for Lambda Furtherance b.v.'s convenience by written notice to SELLER. Upon such termination for convenience, Lambda Furtherance b.v. and SELLER shall negotiate reasonable termination charges which will be identified by SELLER within 30 days of termination. SELLER agrees that any termination charges shall be limited to the cost of materials and labor incurred on items prior to knowledge of such termination. SELLER further agrees to take all steps reasonably possible to mitigate such charges.
- d. After receipt of notice of Termination, SELLER shall transfer title and deliver to Lambda Furtherance b.v. all satisfactorily completed work and such work in progress as may be directed by Lambda Furtherance b.v.
- e. If SELLER ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against SELLE, or a receiver for SELLER is appointed or applied for, or an assignment for the benefit of creditors is made by SELLER, Lambda Furtherance b.v. may terminate an Order without liability except for deliveries previously made or for goods covered by the Order then completed and subsequently delivered in accordance with the terms of the Order.
- f. The rights and remedies of Lambda Furtherance b.v. provided in this section 9 shall not be exclusive and are in addition to any other rights and remedies provided by the law or under these General Terms.

11. Inspection and Rejection.

- a. Lambda Furtherance b.v. shall have the right, but not the obligation, to inspect and test all supplies, equipment materials, process and workmanship at all times and places including during the period of manufacture and in any event prior to acceptance.
- b. If any inspection or test is made by Lambda Furtherance b.v. or its supplier, SELLER without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of Lambda Furtherance b.v.'s inspectors.
- c. SELLER shall provide and maintain an inspection and testing system acceptable to Lambda Furtherance b.v. covering the items hereunder. Records of all inspection and test work by SELLER shall be kept complete and available to Lambda Furtherance b.v. during performance of an Order and for five (5) years after completion of such Order.
- d. Unless otherwise provided herein, final tests or inspection shall be after delivery to Lambda Furtherance b.v.'s facility designated in the Order.
- e. Whether or not Lambda Furtherance b.v. inspects or tests items, SELLER shall not be relieved from any responsibility regarding defects or other failures to meet Order requirements which may be subsequently discovered, including latent defects.
- f. The word item(s) as used herein include materials, equipment, services, and data required under such Order.

12. Quality

- a. Seller shall not deliver to Lambda Furtherance b.v. under any Order any item(s) manufactured by a process, or containing raw materials, or proportions of raw materials different from the process, raw materials, or proportion of raw materials previously used by SELLER in the manufacture of the item (S) covered by the Order unless prior to delivery of same SELLER shall have notified Lambda Furtherance b.v. in writing thereof and Lambda Furtherance b.v. shall have agreed thereto in writing.
- b. Both the SELLER and Lambda Furtherance b.v. are committed to quality performance of the obligations set forth in the Order and recognize that quality delivery of Product is of the essence to this Agreement. Lambda Furtherance b.v. has established quality standards that it expects will be met with each delivery made hereunder, a copy of which has been provided to SELLER, and is incorporated herein by reference, (the Supplier Corrective Action Notices Program”).
- c. Seller agrees to perform in accordance with the terms of the Supplier Corrective Action Notices Program and to pay all charges assessed thereunder. Notwithstanding the foregoing, the charges set forth in the Supplier Corrective Action Program shall not be Lambda Furtherance b.v.’s exclusive remedy for SELLER’s failure to perform in accordance with the terms of the Order and these General Terms and Lambda Furtherance b.v. shall remain entitled to exercise all rights and remedies available to it under these General Terms or otherwise.

13. Transportation.

- a. Lambda Furtherance b.v. reserves the right to refuse deliveries made in advance of the delivery schedule, and SELLER shall be responsible for all charges in connection therewith. If lambda Furtherance b.v. agrees to accept deliveries after the date of delivery has passed, Lambda Furtherance b.v. shall have the right to direct SELLER to make shipment to the delivery point set forth in the Order by the most expeditious means, and the total cost of such expedited shipment and handling shall be borne by the SELLER. Acceptance of late deliveries shall not be deemed a waiver of Lambda Furtherance b.v.’s right to hold SELLER liable for any loss or damage resulting therefrom, not shall it act as a modification of SELLER’S obligation to make future deliveries in accordance with the delivery schedule.
- b. No charges for unauthorized transportation will be allowed.
- c. SELLER shall not declare any value on material shipped via United Parcel Service; FEDEX; DHL or Seabourne.

14. Pricing.

- a. Prices for the item (S) covered under an Order are stated in U.S. Dollars or Euro’s and are firm and are not subject to increase for the duration of the Order period. No charge shall be made by SELLER to lambda Furtherance b.v. for any containers or packaging, materials or services furnished by SELLER in connection with the items covered by the Order.
- b. Unless prohibited by law, SELLER shall separately indicate on its invoice(s) and Federal, state or local tax, transportation tax, or other tax, which is required to be imposed upon the items ordered by reason of their sale or delivery.

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