

Dear supplier

By means of this brochure, we would like to provide you, as a current or potential customer, with clear information on the following aspects:

- * who we are;
- * what our philosophy is and what we expect from our suppliers;
- * what our working method is.

Thomas Regout

In 1834, Thomas Regout was known as a manufacturer of nails. The switch to the cold roll forming technology in 1939 laid the basis for our current company.

For years, Thomas Regout International (TRI) has been a specialist in the development and production of telescopic drawer slides and sheet-metal work products in which it has acquired a leading international position.

Philosophy

TRI wishes to see its suppliers as an extension of its own organisation. Why?

TRI is – owing to the nature of its activities – a company for which the material component is very important. The material costs and the associated transport and storage costs play a large part in determining the production costs of our end products that must compete with heavy competition mainly in international markets.

As we are continuously trying to reduce our internal costs, we also expect our suppliers to contribute ideas and suggestions to reduce costs.

TRI itself operates to a considerable extent as a supplier. Providing our customers with quality, flexibility and delivery reliability is of paramount importance.

As an organisation, we are conscious that the quality of the output is strongly affected by the quality of the input. In other words: with regard to the abovementioned points, we expect our suppliers to endeavour to at least make the same effort as we do. TRI endeavours to respond to the needs of its customers as a specialised supplier by being innovative. Besides possessing specific “knowhow”, we also expect our suppliers to possess that innovative “extra” that is difficult to describe with words.

TRI is a certified company according to ISO 14001 and TS16949.

Thus our activities and processes are described in procedures and the suppliers are asked to act in accordance with these procedures.

In particular, matters such as delivery reliability, quality, production costs, the processing of rejection and taking and announcing corrective and preventative measures must be effected in a way indicated by our Purchasing Department so that everything fits in with the activities and procedures of TRI.

In selecting our suppliers, as far as possible we endeavour to seek out companies that are certified according to ISO9000, TS16949 and ISO14001 or that work in accordance with the applicable guidelines.

We ask that our suppliers:

- work in accordance with the applicable environmental legislation;
- work according to the applicable regulations;
- do not use child labour;
- do not conduct any dishonest or unfair trade.

The above clearly shows that we believe in the importance of good relations with our suppliers. More than that, we expect our suppliers to make a real contribution to solving problems that we are confronted with in our production process on a daily basis.

We involve our strategic suppliers from the design phase onwards in order to incorporate supplier expertise at an early stage. This potentially gives rise to major reductions in costs and the simplification of the design and/or the improvement of the product. We expect a proactive attitude from our suppliers in regard to this Early Supplier Involvement (ESI).

What do we offer in return?

As a supplier of TRI, we offer you an enduring partnership in which you can expect your invoices to be paid on time.

And loyal and professional purchasing staff.

Our General Purchase Conditions apply to our transactions, as indicated on the following pages.

Purchase Conditions of Thomas Regout International BV

The following Purchase Conditions apply to all our contracts of purchasing:

1. Definitions:

In these Purchase Conditions, the following terms are used with the following meanings, unless explicitly otherwise indicated:

Commissioning Party: the user of these Purchase Conditions, namely Thomas Regout International BV, having its registered office and principal place of business at Industrieweg 40 in Maastricht;
Contractor: the contracting party of the Commissioning Party, acting in the course of a profession or business;
Agreement: the Agreement between the Contractor and the Commissioning Party;
Party/Parties: the Contractor and the Commissioning Party individually or jointly.

2. General:

2.1. Orders, changes thereto or verbal agreements only apply when they are placed or confirmed by the Purchasing Department of the Commissioning Party in writing.

2.2. An order from the Commissioning Party must be confirmed in writing by the Contractor within 10 days. The acceptance of the order also implies your acceptance of these Purchase Conditions.

2.3. Any deviations from these Purchase Conditions only apply if they are explicitly agreed upon in writing.

2.4. If one or more of the provisions in these Purchase Conditions is invalid or becomes invalid, the other provisions of these Purchase Conditions remain in full force. The Contractor and Commissioning Party will in that case enter into consultations with each other to agree on

new provisions to replace the provisions that are invalid or that were made invalid, where insofar as possible the purpose and meaning of the original provision is considered.

3. Prices:

All prices quoted in the Agreement are fixed and apply to delivery carriage paid to the agreed address, excluding VAT and including all costs such as clearance charges, insurance, foreign exchange risks and packaging costs (with the exception of loan packaging), unless other conditions are agreed in our order.

4. Payment:

4.1. Unless the Commissioning Party submits a complaint after receiving the goods regarding their quality or quantity or the absence of fully completed documents and advice notes, payment will be made within 45 days after receipt of the invoice, which is sent with or after the delivery, unless otherwise agreed when the goods were ordered.

4.2. The Commissioning Party will not pay any advance payments, unless otherwise stated in the Agreement; in that case, all advance payments are considered as a loan to the Contractor until the order is delivered in full.

In the event that the Commissioning Party makes advance payments, the Contractor must provide a bank guarantee for the amounts concerned.

4.3. Payment for that delivered does not discharge the Contractor from any guarantee obligations and/or liabilities such as those flowing from the Agreement concluded between the Parties.

5. Delivery and delivery time:

5.1. Each delivery is made based on "Incoterms". The "Incoterms" applicable at the time of delivery apply.

5.2. If no delivery conditions are explicitly agreed, the delivery is made Delivered Duty Paid (DDP).

5.3. The Contractor will deliver the goods at the time determined in the order, unless the Commissioning Party has agreed to a different time in writing.

5.4. If the Contractor cannot deliver at the agreed time, the Contractor is obliged to immediately inform the Commissioning Party of this in writing.

5.5. The Commissioning Party reserves the right to change the delivery time requested in consultation with the Contractor.

5.6. If the agreed delivery time is exceeded, where as a consequence of which the Contractor is in default, the Commissioning Party has the right, without further notice of default or judicial intervention and without prejudicing its right to damages, to dissolve the Agreement, even if it has been partly implemented, without being obliged to pay any damages.

6. Packaging and dispatch:

6.1. The goods must be well packaged and marked according to the instructions of the Commissioning Party. The Contractor is liable for damage caused by insufficient or inadequate packaging or marking.

6.2. All packaging used becomes the property of the Commissioning Party, with the exception of loan packaging.

6.3. If the goods have to be cleared by the Commissioning Party or a third party on its behalf, the Contractor must provide the required documents in time. If the Contractor neglects to do so, the Commissioning Party will recover any payable demurrage or quayage and/or other costs from the Contractor.

6.4. If shipments are not provided with fully completed advice notes and documents, this will result in a delay in payment (Article 4.1.).

6.5. The Contractor must keep the amount of packaging to a minimum in the interests of socially-responsible entrepreneurship.

7. Confidentiality:

7.1. Both Parties are obliged to observe confidentiality with respect to all the confidential information that they receive from each other or from other sources within the scope of the Agreement. Information is confidential if a Party says that it is or if the nature of the information indicates that it is confidential.

7.2. If, by virtue of a legal provision or judicial decision, the Commissioning Party is obliged to communicate confidential information to a third party appointed by the law or a competent court, then the Commissioning Party is not liable to pay damages and our contracting party is not entitled to dissolve the Agreement by virtue of any damages suffered as a consequence hereof.

8 Modifications to the product or the process

Suppliers are NOT permitted to implement interim modifications to the product, the production process or the production location without informing the client IN ADVANCE in writing. Modifications may only be implemented following permission being granted in writing by the client.

9. Shortcomings and force majeure

9.1. In the case of an attributable shortcoming of the Contractor, the Contractor is in default without further notice of default being required.

9.2. A shortcoming cannot be attributed to a Party if the shortcoming is not due to its fault, or if it is not accountable for such a shortcoming by law, a legal act or according to generally accepted standards.

9.3 A Party can, with respect to the other Party, only appeal against a non-attributable shortcoming if the Party concerned informs the other Party in writing of such an appeal as soon as possible, but no later than 10 working days after the commencement of the non-attributable shortcoming, on production of the necessary proof.

9.4. If one of the Parties is definitively unable as a result of force majeure to perform, or if the period of the force majeure has lasted longer than 30 days, or it can in fairness be expected or it has been firmly established that this period will last longer than 30 days, the other Party has the right to partly or fully dissolve the Agreement with immediate effect by registered letter or writ, without judicial intervention, without there being any right to compensation for the Party in the state of force majeure.

10. Drawings, models, moulds:
All drawings, moulds, etc. provided by the Commissioning Party to the Contractor remain the property of the Commissioning Party and they must be returned to the Commissioning Party immediately after production. The copyright also remains the property of the Commissioning Party. The Contractor may not use it or allow or cause third Parties to use it for or in connection with any other purpose than the performance of the delivery to the Commissioning Party, unless the Commissioning Party gives its explicit prior written permission for this.

11. Ownership and risk:
The ownership and the risk of and for the goods are transferred to the Commissioning Party upon delivery to the Commissioning Party, without prejudicing the right of the Commissioning Party to reject the goods.

12. Guarantee:
If the Commissioning Party notifies the Contractor in writing within six months (or as otherwise agreed) following delivery of any defect in the goods, unless otherwise agreed in the order, the Contractor will replace or repair the goods without charge to the Commissioning Party as quickly as possible.

12. Liability:
The Contractor is liable for all damage that is caused to or by the delivered goods as a result of faults or defects in the delivered goods, such in accordance with the abovementioned guarantee as well as the rules of the Dutch Civil Code including product liability.
The scope of the liability also covers damage to the goods of third parties and loss of profits and other indirect damage that is caused to the Commissioning Party or third parties. The Contractor indemnifies the Commissioning Party against all claims from third parties, which are instituted directly or indirectly against the Commissioning Party.

13. Applicable law:
Dutch law applies to each Agreement between the Contractor and the Commissioning Party to which the Purchase Conditions apply. The provisions of the Vienna Sales Convention are explicitly excluded.
Any disputes will be exclusively settled by the District Court of Maastricht in the Netherlands.

Maastricht, November 2013

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