

STANDARD TERMS OF PURCHASE

1. **Formation and Content of the Contract.**

- 1.1 These standard terms apply to all of our purchases and orders, except for express derogations contained in our order. The mere fact that it transacts business with us implies the seller's acceptance of our standard terms and the waiver of its own standard terms, which, regardless of the circumstances, shall not bind us, including any payment, default interest and penalty clauses. The seller irrevocably accepts said order, either by a return document signed for agreement, or by the commencement of the filling of the order.
- 1.2 Unless otherwise indicated by us in the order's specific conditions, these standard terms of purchase shall prevail over the supplier's standard terms of sale, regardless of the circumstances.

2. **Checks and Tests.**

- 2.1 Our company and any person authorised by it shall be entitled to carry out checks and tests on the products and services on the premises of the supplier and/or its subcontractors, during normal business hours.
- 2.2 Checks and tests carried out in accordance with this article shall not release the seller from its responsibility and shall not be deemed as acceptance of the products and services.

3. **Amendments.**

- 3.1 Seller shall notify our company in advance in writing of all changes in raw materials or their source, formulation, manufacturing location, manufacturing methods or processes, packaging, shelf life or other changes to any goods delivered under the order which could affect their quality or performance. Such changes must be agreed upon in writing by our company.
- 3.2 Any amendment to the contract requested by our company or proposed by the seller shall only bind the parties if our company confirms it by an amendment to the order.

4. **Deliveries.**

- 4.1 Under sanction of rejection, any delivery must be accompanied by a delivery slip, numbered and dated and mentioning the precise number of our order, and the quantity and the references of the parts or products in question.
- 4.2 For the delivery date, the date of the end of the work or services or, in the case of services rendered at regular intervals, for the term of the contract, reference shall be made to the order's information. The seller shall hand over the manufacturing and delivery schedules that our company is normally entitled to request of it. If the contract provides that the products will be tested after they are delivered to us, acceptance shall only be deemed final once our company will be fully satisfied with these tests. The seller shall inform our company if the delivery of the product or the rendering of the service could potentially be delayed beyond the contractually stipulated date.
- 4.3 If the contractual time limits are not kept to or if other delivery procedures are not complied with, the seller shall be bound to pay the delay penalties described in the specific conditions of the order and/or to repair the loss sustained.
- 4.4 In addition, any delay shall entitle us --after the expiry of a time limit that we will have notified to the seller-- to unilaterally terminate all or part of the contract, in accordance with the provisions of Article 15 below.

5. **Transfer of Ownership and Risks.**

- 5.1 Ownership of the products and risks related to the products delivered are transferred pursuant to the "Incoterms" specified in the order.
- 5.2 Any reservation of title clause not expressly accepted by our company in accordance with the order's specific conditions is deemed unwritten.

6. **Price - Payment.**

- 6.1 If our company has not issued any amendment altering the subject of the order, the specifications, quantity or the delivery, the prices indicated in the order will be firm and final for the term of the contract.
- 6.2 Unless otherwise indicated in the order, the contractual price includes DDP delivery costs to the site mentioned in the order (as defined in the Incoterms in effect on the date of the order).
- 6.3 Unless specifically provided for in the order, invoices must only be issued after delivery or the end of the services covered by them.

7. **Conformity.**

- 7.1 As the seller delivers its supplies and/or renders its services under its sole and complete responsibility, it warrants our company that the products and services must conform to the contractual requirements and be suitable for their intended use. They must satisfy the customary quality criteria, as well as standards in effect.
- 7.2 Seller represents warrants and covenants that in performing its obligation under the order, seller will comply with all applicable laws, rules, regulations and ordinances. All goods must be clearly labelled and marked by seller to comply with applicable laws and regulations.
- 7.3 The products will be delivered fully complete, with all of the instructions, recommendations and other information needed in order to be used correctly and safely.
- 7.4 Those products or services that do not satisfy all of the above requirements shall be deemed non-conforming.

8. **Rejection - Warranty.**

- 8.1 Unless otherwise stipulated in the order, our company may reject the supply within 60 days following the delivery if the product or the service has a defect. Rejected products will be quickly removed by the seller, at the latter's expense.
- If products are rejected, our company shall be entitled to demand that the seller replaces the supply within the time limit that will be given to it or to unilaterally terminate the contract, without prejudice to the rights and remedies it otherwise holds.
- 8.2 Notwithstanding any legal warranty, and unless otherwise stipulated in the order's specific conditions, the seller is bound to warranty its supply during a term of two years from receipt or commissioning. It covenants to correct defects by repairing or replacing defective merchandise, as quickly as possible; it shall bear all expenses, including, assembly, re-assembly and transport expenses. Any replaced part shall be covered by a new warranty of at least 12 months.
- 8.3 In the event that the seller is unable to fill the order properly, our company reserves the right to have others perform the necessary work at the seller's expense, without prejudice to the application of the termination clause and the seller's obligation to indemnify our company for any direct or indirect loss.
- 8.4 After the seller's warranty period, the seller shall continue to be responsible under conditions set by applicable law.

9. **Making available of Equipment and Tools,**

- 9.1 Unless otherwise specifically stipulated in the order, the ownership of the tools manufactured or acquired by the seller specifically for the needs of the contract (including models, draw plates, moulds, templates, accessories and equivalent equipment) shall be transferred to our company at the time of the manufacture or purchase of these tools. The seller must have these tools sent to our company if so requested by our company.
- 9.2 If our company lends the seller equipment free of charge for the needs of the contract (including equipment, components, tools, models, drawplates, moulds, templates, accessories and equivalent equipment), this equipment is and shall remain our company's property. The seller shall keep this equipment in good operating condition, save for normal wear and tear of tools, models and equipment. The seller shall refrain from using this equipment for purposes unrelated to the contract's subject matter. Any surplus equipment shall be remitted at our company's discretion. Any damage, deterioration or loss of the equipment loaned shall give rise to its repair or replacement at the seller's expense. Without prejudice to our company's other rights, the seller must return this equipment to it upon request, regardless of whether or not it is still being used by the seller.

10. **Management and safety of outside personnel.**

- 10.1 The work carried out by the supplier's personnel on our sites shall be performed under the management and monitoring of the supplier's supervisors, with its own equipment and in accordance with the supplier, with its own equipment and in accordance with the safety rules applicable to said activity on these sites.
- 10.2 The supplier acknowledges having been informed by us of the specific risks that may result from the site's activity during the performance of the work and of its obligation, on the one hand, to ensure, by all appropriate means, the safety of the personnel for whom it is responsible during its presence on the site, and, on the other, to see to it that said personnel complies with the safety rules in force on the site, pursuant to the rules and procedures and memoranda communicated to it. It is the supplier's responsibility to submit these documents to the personnel for whom it is responsible.
- 10.3 Any person not belonging to our company, our sub-contractors or suppliers during the performance of one of their contracts may only visit one of our sites with the written permission of a duly mandated authority. Legal proceedings may be initiated both against this person and against the company that will have participated in this intrusion.

11. **Circulation of vehicles on our sites.**

- Any supplier or carrier performing work for any reason whatsoever must follow the site's rules and driving code rules. Failure to follow these rules will lead to removal from or even a prohibition on gaining access to our sites.

12. **Intellectual Property.**

- 12.1 All of the models, plans, specifications and other elements of information provided by our company within the scope of the contract shall remain at all times the property of our company and may only be used by the seller to perform the contract. The seller shall maintain the confidentiality of the documents and other elements of information and return these to our company when so requested.
- 12.2 The seller shall hold our company harmless from any action, claim or opposition by a third-party invoking an intellectual property right that has been violated pursuant to the contract's performance. In this case, all expenses and compensations borne by our company shall be paid for by the seller. The latter further covenants to intervene voluntarily in any proceedings brought against our company.
- 12.3 The seller shall not make offers and shall not provide third parties with parts made with our company's tools and equipment or based on the models, plans, specifications or conceptual data of our company, without our prior written consent.
- 12.4 The registered inventions, patents, drawings, trademarks and models or other intellectual property rights resulting from the contract's performance shall be transferred and shall become our company's property automatically as a result of the contract, unless the seller is able to establish that they result solely from its inventive activity, irrespective of the contract. The seller shall perform all formalities and shall sign all documents that are needed to make effective this transfer of ownership.

13. **Force Majeure**

- Neither party will be considered in default of the agreement (except for the obligation to make any payment when due), to the extent that any such breach results from, or is made impracticable by, any cause beyond its reasonable control, such as acts of God, war, fires, explosions, natural disasters, sabotage, critical equipment failure, and governmental laws and regulations (a "Force Majeure Event").
- The party whose performance is affected by a Force Majeure Event shall (i) give prompt notice to the other party stating the details and the full particulars in connection therewith and the expected duration of the event and (ii) shall take commercially reasonable steps to resume performance promptly. If the Force Majeure Event continues for more than ninety (90) days, the party not affected shall have the option to terminate the agreement upon notice to the other party.
- The party whose performance is affected by the Force Majeure Event shall have the right to omit during the duration of the Force Majeure Event all or any portion of the quantity of product deliverable during such period for the affected facility whereupon the total quantity of product deliverable hereunder shall be reduced by the quantity so omitted. If, due to any such Force Majeure Event, seller is unable to supply the total demands for product specified hereunder, seller shall allocate its available supply among its internal and external customers in a fair and equitable manner.

14. **Civil liability and damage to property.**

- 14.1 As the seller renders its services under its full and complete responsibility, it shall be bound to indemnify our company, either during or after the contract's performance, for all damages and/or losses, whether direct and/or indirect, sustained by our company and resulting from its act or fault and/or that of its employees, agents or sub-contractors.
- 14.2 The seller shall take out and keep in effect an insurance policy covering its civil liability and its product liability pursuant to this clause and must be able to provide proof thereof, at any time, if requested by our company.

15. **Termination of the contract.**

- 15.1 Our company may terminate the contract automatically without prejudice to the exercise of its other rights and without incurring liability vis-à-vis the seller, if the seller fails to perform its commitments provided for in the contract. Termination shall take place eight days after notice sent to the seller by registered mail with return receipt to have to perform its obligations, gone unheeded.
- 15.2 Our company shall also be entitled to do so should one of the following occur:
- 15.2.1 Bankruptcy, death, cessation of the company, filing for bankruptcy, request for composition with creditors, or cessation of payments by the seller.
- 15.2.2 Initiation of receivership and/or legal liquidation proceedings against the seller, if the court-appointed administrator has not communicated its intention to continue to perform the contract within one month after notice.
- 15.3 Our company may terminate the contract if there is a corresponding contract between our company and the final user and if this contract is terminated. In this case, our company shall indemnify the seller, provided that the latter has performed its contractual obligations, for all of the costs legitimately incurred in performing the contract until its termination and that the seller has no means of recovering. It is understood that the seller shall be obliged to take all necessary measures to minimise its losses and must provide appropriate proof thereof. Under no circumstances will the indemnification exceed the amount of the contract.

16. **Assignment.**

- The seller shall not assign or sub-contract the contract as a whole. The seller may only assign or sub-contract parts of the work with the prior written consent of our company, which may only refuse to give its consent if it has legitimate grounds for doing so. However, the above restriction shall not apply in the event of sub-contracting of materials, minor components or parts of the work for which the sub-contractor is designated in the contract. The seller is responsible for all of the services rendered and the supplies delivered by all of its sub-contractors.

17. **Confidentiality.**

- Seller agrees to keep confidential and not to disclose to any third party, without the written consent of our company, any technical or business information or research plans or activities relating to our company made available to seller by our company or otherwise learned or developed by seller relating to the goods or services covered by the order, specifically including the existence and contents of the order and the identity or quantity of the goods or nature and subject matter of the services. Seller further agrees not to use such information except for the purpose of performing the order.

18. **Taxes.**

- Our company shall be entitled to deduct from the payments due to the seller under the contract all taxes, social security contribution and similar charges if the seller fails to submit to our company the certificates needed for the exemption of said deductions.

19. **Disputes with Third Parties.**

- If a third-party brings an action against our company for the seller's performance of the contract or due to the products supplied and the services rendered pursuant to the contract, the seller shall be obliged, at its expense and if requested by our company, to take its side to defend our company in the proceedings in question. Any court decision or arbitral award rendered shall be deemed, for any purpose it may serve, as binding on the seller in the event of subsequent action by our company to enforce a warranty against the seller.

20. **Governing Law.**

- 20.1 This contract shall be governed by Belgian law and any resulting dispute shall be referred to the Commercial Court of the legal district in which our company's registered office is located. However, our company may seize any competent court of the seller's country if the latter is located abroad.
- 20.2 The application of the United Nations Convention on international sales merchandise contracts, signed in Vienna in 1980, is excluded.