

## GENERAL PURCHASE CONDITIONS

### 1. VALIDATION

Any verbal order will be regarded as void if it is not confirmed by a purchase order written and signed by management or the person who is solely responsible for the purchases.

### 2. SUBCONTRACTING

The company does not allow the sub-contracting of the current order, either completely or partially, under any pretext without special authorization from management.

### 3. PERIOD

- a) The deadlines must be strictly observed. Any delay will result in the imposition of a fine of 0.5% per week, with a minimum of 5%, without setting in preliminary residence, the simple exceeding of the expiry invoking the withholding automatically.
- b) If the supply is not fully completed within the 30 days of the specified time, we reserve the right to order from third parties, completely or partially, in replacement at the expense, risk and liability of the supplier, the late goods, and this, after notification and without prejudice to the right to claim compensation with respect to the delay and damage to its interests.

### 4. RECEPTION AND APPROVAL

Unless otherwise explicitly stated in our purchase order, the delivery and approval of all goods and/or materials will take place in our factories, even if the transport charges are paid by us on arrival. Consequently, suppliers will not be able to carry out those checks that they would have conducted in their workshops or stores, either by the agents of our customers, or by ours. Goods of bad quality, damaged, surplus or not in general conformity with the order will be rigorously refused and their return will take place at the expense and liability of the supplier.

### 5. SHIPMENTS

The goods must be shipped carriage or shipping paid to the address of the company. They are sent at the risk and liability of the vendor. The transfer of liability for the goods takes place subsequent to their approval.

- a) The goods must be packaged in such way that handling can be done quickly (possibly using pallets).
- b) The shipments must be delivered at the address stated in the purchase order or in the absence of any indication, to the company address in Nivelles.
- c) All shipments must be preceded or accompanied by a detailed dispatch note, in duplicate and stating: the complete order references, our references for the parts supplied, the gross weight and the net weight.
- d) Unloading in our factories will be carried out on working days between 8 am and 4 pm.

## 6. INVOICING

The invoices must be submitted in triplicate no later than the 5th of the month following that of the delivery.

## 7. PAYMENT

Unless otherwise stated, payments are made within 60 days after the end of the month of delivery, at the choice of the company: by draft, cheque or credit transfer.

## 8. GUARANTEE

The legal guarantees are applicable.

## 9. PATENT RIGHTS

The vendor undertakes to indemnify us without reserve against any action on behalf of the holders or licensees of patents, trademarks, designs or industrial models.

## 10. OTHERS TAXES AND CHARGES

All duties, fees or taxes associated with the conclusion or the execution of the purchase contract that are levied in the vendor's country or the country of origin of the goods are the responsibility of the vendor.

## 11. JURISDICTION

The courts of Nivelles have sole jurisdiction for the application of Belgian law.