



GENERAL PURCHASING CONDITIONS (translation)

1. ORDERS

We will not accept orders made verbally which are not confirmed by a formal purchase order. A confirmation of the order form has to be returned within five working days, failure of which, the terms and conditions of the order form are deemed to be accepted.

2. DELIVERY TERM

The delivery dates mentioned on the order forms are to be respected. Unless expressly indicated otherwise by us, the dates mentioned will be the dates of arrival of the goods or materials on our premises. In the event that delivery dates are not respected, we reserve the right to claim damages.

Moreover, in the event of failure to deliver, either partially or totally, within 8 days from the delivery date indicated by us, we reserve the right to cancel the orders or part of the orders not yet delivered, by giving an 8-day notice, by registered mail, without prejudice to our right to claim for damages for non-performance.

3. DISPATCH – NOTICE OF DISPATCH

The terms of dispatch will be detailed in our orders.

4. PACKING

Unless otherwise provided for in the price remittance or on the notice of dispatch, all packing will be considered as lost. Nevertheless, if agreed upon in writing that packing material will be invoiced, the packing material will be returned to the supplier against a credit note for the value invoiced.

5. PLANS AND DESIGNS

All plans, designs, prototypes and gauges will be returned to us upon delivery of the goods, they remain our sole property and will neither be divulged nor reproduced without our consent.

6. INSURANCE

Save provision to the contrary, insurance will have to be provided by the supplier and/or the carrier company, notwithstanding the chosen incoterm. Related costs are at the supplier's expense.

7. RECEPTION, ACCEPTANCE AND GUARANTEE

Unless as otherwise agreed upon, the reception and acceptance of the goods or materials will take place in our premises.

In the event of non-conformity of the goods or materials delivered to the specifications indicated in the order or to the quality of a sample accepted by us, we reserve the right to return the goods or materials to the supplier, at the latter's expense, without prejudice to our right to claim for damages.

Our suppliers warrant that all goods, materials and spare-parts shall be delivered without any apparent or hidden defect in their composition, manufacture or performance. All goods and materials supplied will have to be in accordance with all usual security standards and all statutes, rules and standards in force in Belgium (CODEX, RGPT, RGIE), European directives and NBN and EU norms.

The suppliers will be solely responsible for any and all cost resulting from any and all necessary changes, reparations and / or replacements of non-conforming deliveries.

The suppliers will be responsible for the payment and will hold us harmless against any direct or indirect damages, costs, losses and any other expenses incurred pursuant to the use of any patented apparatus, machinery, or part of it, or processes incorporated in the goods delivered.

8. INTERNAL RULES

All suppliers or service providers are expected to comply with all internal rules as well as any Health, Safety and Environmental procedures of the Braine-l'Alleud site (of which a copy is available on request).

9. INVOICES AND PAYMENTS

Save provisions to the contrary, the goods or materials supplied will be invoiced on acceptance and the invoices will become due and payable 60 days following the end of the month of the invoice.

10. GENERAL CONDITIONS OF PURCHASE

These conditions of purchase as well as the particular conditions expressed on the order will govern any and all purchases.

Unless accepted in writing by our company, the conditions of sale as provided for on the confirmation of order, invoice or other documents emanating from the suppliers will be considered as null and void.

11. JURISDICTION

The laws of Belgium, with the exception of the Vienna Convention on the International Sale of Goods dated April 11, 1980, are applicable.

In case of dispute only the Commercial Court of Brussels will have jurisdiction.