

Article 1. Validity of the general purchase terms and conditions

These general purchase conditions (**Conditions**) apply to all offers requested and orders placed by DEWULFGROUP for the supply of goods and the performance of services by the Seller, unless otherwise agreed upon in writing. By accepting orders from DEWULFGROUP, Seller agrees that its own general terms & conditions of sale do not apply.

Article 2. Offers, Purchase Order, order acceptance

- 2.1. An offer irrevocably binds the Seller for a minimum period of 180 days, except purely budgetary offers.
- 2.2. Purchase Orders or call-orders (**AO**) are placed either by email or fax, or by electronic data interchange (**EDI**).
- 2.3. AO's that are not confirmed in writing or through EDI within 3 working days can be cancelled by DEWULFGROUP without any compensation.
- 2.4. When the Seller accepts DEWULFGROUP's AO and Conditions, either by acknowledgment, by tacit acceptance after 3 working days after the AO date, by performance or by any act consistent with fulfilling the AO, a binding contract (**Contract**) is formed.

Article 3. Price, invoicing & payment

- 3.1. The prices are fixed and in the agreed currency. Prices are inclusive of all costs, transport, charges, levies and taxes (except VAT).
- 3.2. Invoices shall be sent to the e-mail or post address specified in the AO.
- 3.3. Invoices need to state the DEWULFGROUP order number and the item number. One invoice is to be made per Purchase Order.
- 3.4. The Seller will invoice DEWULFGROUP on or after supply, resp. performance completion.
- 3.5. Invoices are payable 60 days end of month from the date the compliant invoice is received. If wanted, DEWULFGROUP reserves the right to pay within 8 days taking into account a discount of 3 percent.
- 3.6. Payment by DEWULFGROUP does not imply the acceptance of the delivery or order. In case of rejection of goods or other complaints, DEWULFGROUP reserves the right to delay payments proportionally until complete execution of the order.

Article 4. Modalities of supply

- 4.1. Time is of the essence. The delivery dates related to the supply of goods and the performance of services by the Seller shall be strictly observed by the Seller. Advance or partial provision of the supply of goods or the performance of services requires DEWULFGROUP's prior written agreement.
- 4.2. Delivery is made in accordance with INCOTERMS 2010, DDP.
- 4.3. Without prejudice to article 5, title and risk are transferred to DEWULFGROUP at the time of delivery of the goods, and, for services, at the time of their provisional acceptance by DEWULFGROUP.
- 4.4. The packing of the goods needs to be adequate to protect the goods during handling, transportation and storage. The packing type of each item will be defined, wherever possible. The DEWULFGROUP part-number or other DEWULFGROUP references mentioned on the AO and the quantities must be clearly indicated on each package.
- 4.5. Each delivery shall be accompanied by the appropriate, duly completed delivery and transport documents, including correct Packing Slip (delivery note), which needs to contain at least the AO number and number line, DEWULFGROUP's part number and other references, original manufacturer, Sellers part number, dimensions, quantity and weight per package, item data code, delivery note number,... The signature of the Packing Slip by DEWULFGROUP is valid only as receipt of the number of parcels and does not imply acceptance of the amount, the quantity, the quality or the services.
- 4.6. DEWULFGROUP has the right to modify the delivery date, without any compensation or price increase, with a notice in writing 1 week prior to the originally planned date of delivery or performance. Goods may not be presented at DEWULFGROUP's warehouse earlier than 3 days prior to the agreed delivery date.
- 4.7. If the binding delivery date in the AO is exceeded, the Seller will pay a fixed compensation of 1% percent of the total purchase price (excl. VAT) per commenced week of delay with a maximum up to 10% percent of total purchase price, notwithstanding a possible additional indemnity for actual loss or damages. These penalties can be deducted by DEWULFGROUP on payment of the Seller's invoices.

Article 5. Inspection and acceptance

- 5.1. The goods are provisionally accepted on delivery, subject to final acceptance after inspection and/or tests regarding conformity and quality.
- 5.2. If delivered goods are defective, or otherwise do not meet the requirements mentioned in article 6, DEWULFGROUP will notify the Seller and can, at its sole discretion, without judicial intervention and at the Seller's cost: demand immediate replacement or repair; cancel the order in whole or in part; reclaim advance payments and/or claim damages for any costs, losses or expenses incurred. Following such notification, title and risk of the rejected goods return to the Seller. In case the Seller does not replace or repair the defective goods within the imperative time-limits imposed by the needs of DEWULFGROUP's production or assembly departments, DEWULFGROUP has the right to replace or repair the goods itself at the Seller's cost.
- 5.3. In case of repeated rejection of goods or services for reasons of conformity or quality, DEWULFGROUP reserves the right to cancel all pending AOs and/or call-orders, without any compensation due to Seller.

Article 6. Quality, guarantees & warranty

- 6.1. The Seller guarantees that the supplied goods respectively services fully conform to the product specifications and technical documentation respectively the description mentioned in the AO, that they are of good quality, fit for any purpose held out by or made known to the Seller, free from imperfections, construction, manufacturing and material defects, offer the safety that may reasonably be expected and fully comply with all applicable laws and regulations (including published laws and regulations that enter into force within three months from date of shipment) and other standards generally accepted in the industry. In particular all goods need to satisfy the European standards for use in industrial surroundings. Machines, components and/or parts foreseen for application or integration, and which do not directly fall under the scope of the guidelines, must also satisfy the requirements of the European guidelines so that these applied or integrated parts to not endanger the conformity of the whole unit. In case of impossibility or problems DEWULFGROUP has to be informed in writing. The European Sellers must be able to submit the technical construction file foreseen in the guidelines, on justified demand, to an authorized official, up to 10 years after delivery of the goods. The non-European Sellers must be able, on justified demand, to submit the technical construction file foreseen in the guidelines to an authorized official and/or, on justified demand, to DEWULFGROUP, up to 10 years after delivery of the goods.
- 6.2. The Seller shall indemnify, hold harmless and defend DEWULFGROUP from and against any liability and third party claims for damages, interests, penalties, legal costs and lawyers' fees that may directly or indirectly result from: defective goods, a breach of article 6, the infringement of third parties' intellectual property rights or rights in confidential information, or otherwise any breach, negligent performance or failure or delay in performance of the obligations of Seller.
- 6.3. The Seller guarantees that the supplied goods have been manufactured within an

effective and demonstrable quality system, preferably one conforming to the requirements of the ISO9000 standards. DEWULFGROUP is entitled, at its expense, to carry out, upon simple request and at the time to be agreed upon, all relevant audits, inspections and verifications it deems necessary in the workshops or stores of the Seller and his contractors or subcontractors during production and prior to delivery. DEWULFGROUP shall be entitled to invite customer or government authority to participate on the audit.

6.4. The warranty period for hidden defects is 12 months as from the delivery or 18 months as from the utilization date (whichever term is longer), resp. the provisional acceptance of the supply of goods or the performance of the services.

6.5. Parts that are changed, replaced or repaired under this warranty clause shall be covered by a warranty equal to the full original warranty period.

Article 7. General Provisions

- 7.1 Fixtures, tools, drawings, etc. – Fixtures, moulding plates, matrices, other tools and drawings (Models) put at the disposal of the Seller or made by Seller but reimbursed by DEWULFGROUP are the exclusive property of DEWULFGROUP and will be returned to DEWULFGROUP at its request. The Seller will maintain the Models in good condition at his cost, will only use the Models for the execution of the Contracts and will insure the Models against any damage or risk. All shipping costs are borne by the Seller.
- 7.2 Subcontracting – The Seller may not subcontract orders in whole or in part to third parties without prior written permission from DEWULFGROUP. In any event the Seller remains liable to DEWULFGROUP for the performance of the sub-contractor(s) of all obligations.
- 7.3 Continuous improvement – Seller acknowledges DEWULFGROUP's desire to work with suppliers with superior standards of efficiency, quality and value. Seller agrees to implement and continue to pursue an effective quality process with a goal of continuous improvement. Seller shall make its authorized representatives reasonably available to meet from time to time to discuss and agree upon issues, opportunities for improvement and the business relationship.
- 7.4 Intellectual property & confidentiality – Both parties remain owner or entitled to their existing intellectual property rights. Nothing in the Contract implies any license, assignment of rights or transfer of technology or knowhow on or over such rights to the Seller. The Seller will use all technical and commercial know-how, specifications, inventions, processes, projects and all content of the Contracts and AO's relating to DEWULFGROUP's activities only for the performance of the Contracts and treat it as confidential during the cooperation between the parties and for a period of ten (10) years thereafter.
- 7.5 Force majeure – The parties will not be in breach or liable for delay in performing or failure to perform the Contract if such a delay or failure results from an event beyond its reasonable control. The affected party will immediately notify the other party and use all reasonable endeavors to mitigate the effect of such an event of the performance of its obligations. If force majeure prevents, hinders or delays the Seller's obligations for a period of more than 15 days, DEWULFGROUP can terminate the relevant AO with immediate effect and without compensation.
- 7.6 Product change & end-of-life notification – 1. The Seller will provide DEWULFGROUP with a Product Change Notice for any relevant modifications that the Seller intends to carry out on the products, production methods and/or production site, and this prior to their implementation. 2. If the Seller intends to discontinue production or delivery of a product, the Seller will provide DEWULFGROUP with an End Of Life notification which will include a Last Time Buy opportunity for DEWULFGROUP. The EOL notification must be sent early enough to allow DEWULFGROUP to take any required actions to ensure business continuity. 3. After termination of the Contract the Seller will keep spare parts available for 15 years.
- 7.7 Environmental requirements – Seller is responsible for complying with ISO 9001, applicable regulatory and industry standards regarding environmental care, as well as European regulations on end-of-waste.
- 7.8 Insurance – The Seller will maintain a professional indemnity insurance and a public liability insurance in force with a reputable insurance company, to adequately cover the liabilities that may arise under or in connection with the Contract, and will on DEWULFGROUP's request provide an insurance certificate.
- 7.9 Termination – Without limiting its other rights or remedies, DEWULFGROUP can terminate the Contract with immediate effect and without any compensation: if the Seller commits a material breach of the Contract and fails to remedy that breach within 10 days of the receipt of a written notice to do so; if the Seller suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due; if a petition in bankruptcy or any other proceeding relating to insolvency, receivership or liquidation is filed; if the Seller suspends or ceases, or threatens to suspend or cease, all or a substantial part of its business or in the event of a change of control within the meaning of Article 5 of the Belgian Company Code, a take-over, merger or scission.
- 7.10 Enforceable law and disputes – The Contract will be governed by and construed in accordance with the laws of Belgium. The courts of Kortrijk, Belgium, will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract.