

## TERMS AND CONDITIONS OF PURCHASE

### 1. General

1.1. These general terms and conditions are applicable subject to any changes that the parties may make to them by express agreement in writing.

1.2. By accepting the order, the seller waives any application of the provisions contained in its general or special terms and conditions of sale, even if they stipulate that they alone are valid.

### 2. Control

2.1. The purchaser is entitled to have the quality of the materials and parts of the equipment used in the manufacture checked and verified by one or more duly authorised representatives at any time and at any stage of manufacture.

2.2. The fact that the buyer has not made any remarks during these inspections or checks shall in no way deprive the buyer of the right to reject the material as being non-conforming or affected by an apparent or hidden defect.

### 3. Delivery

Unless otherwise agreed in writing, delivery shall be made "delivery duty paid at ...". (DDP) in accordance with Incoterms 2010.

### 4. Delivery period or delivery date

4.1. Unless expressly stipulated otherwise:

- the delivery periods run from the date of the purchase order issued by the buyer.

- the delivery date or deadline is imperative.

4.2. If the delivery date or deadline is exceeded, the seller shall be required to pay a fixed compensation of 0.5% per day of delay, without prior notice of default being required.

As soon as the delay reaches 10 days, the buyer has the right to withdraw from the contract without judicial intervention, after a prior notice of default has not been given within 10 days of receipt of the latter.

The application of the aforementioned clause does not deprive the buyer of the right to demand full compensation from the seller for late delivery.

## 5. Transfer of risk

The transfer of risks takes place at the time of the actual delivery of the goods, either by the seller or by the carrier appointed by the seller.

## 6. Payments

**6.1.** Payments will be made according to the terms and conditions appearing on the order form issued by the buyer.

**6.2.** If, due to one of the circumstances provided for in Article 9, the buyer is in arrears with payment, the seller may not claim damages.

## 7. Receipt of the goods - Complaints

Without prejudice to the application of Article 8, the buyer has a period of 10 days from the later of the two following dates:

- the day of the actual delivery of the goods,
- the date of receipt of the invoice,

to submit any complaint or make any remark concerning either the conformity or the quality of the goods sold.

## 8. Warranty

The seller undertakes to remedy as soon as possible any defect in the goods, whatever its nature or origin, which becomes apparent during a period of 2 years from the actual delivery and to compensate the buyer for any damage he may have suffered.

## 9. Exemption clauses

**9.1.** All circumstances occurring after the conclusion of the contract independently of the will of one of the parties and which prevent its execution, such as: labour disputes, fire, mobilisation, requisitioning, embargo, prohibition of currency transfer, insurrection, lack of means of transport, general shortage of raw materials, reduction in energy consumption, etc., shall be considered grounds for exemption.

**9.2.** The party invoking the circumstances referred to above must immediately notify the other party in writing as soon as they arise and disappear.

9.3. The occurrence of one of these circumstances relieves both the Buyer and the Seller of all liability.

## 10. Applicable law

The contract is governed by Belgian law, unless otherwise agreed in writing by the parties.

## 11. Competent courts

11.1. In the event of a dispute, only the courts of the purchaser's registered office are competent.

11.2. If the buyer acts as plaintiff, he shall however be entitled to bring the case before any other court having jurisdiction under ordinary law.

## Variant 11 - Arbitration

Any dispute relating to the validity, interpretation or performance of this contract shall be finally settled based on the CEPANI Rules of Conciliation and Arbitration by one or more arbitrators appointed in accordance with these Rules.