

## GENERAL PURCHASE CONDITIONS

### 1. Applicability

These General Purchase Conditions shall exclusively govern the contractual relationship between the parties and exclude the Seller's conditions, unless previously agreed to by the Buyer in writing.

### 2. Definitions

The following definitions shall apply in these General Purchase Conditions:

- **Agreement:** refers to any Agreement between the Buyer and the Seller on purchases of Goods and/or Services by the Buyer from the Seller, or any other order assignment given by the Buyer to the Seller, or any related acts or legal acts.

- **Buyer:** refers to the Buyer mentioned in the heading of the order.

- **Seller:** refers to any party which supplies Goods to the Buyer, provides Services to the Buyer or has agreed with the Buyer to do so, or any party to whom the Buyer has given an assignment of any other nature.

### 3. Formation of the Agreement

3.1. Any offer from the Seller cannot be revoked, unless it is unambiguously clear from the offer that it is without obligation.

3.2. Any Agreement between the Seller and the Buyer is formed as soon as the Buyer has sent a written confirmation or has accepted an offer from the Seller in writing.

### 4. Amendments

Any and all amendments and deviations from the present general conditions shall only be valid if agreed, in writing, between all the parties. Verbal comments shall not become effective until the party concerned has given its prior written consent. For oral orders or changes, no responsibility will be assumed.

### 5. VAT registration number

5.1. Parties shall provide each other with their respective VAT registration numbers and agree to immediately inform the other party about any change.

5.2. If one of the parties fails to comply with the obligations set out under 5.1., the non-complying party shall pay to the complying party the entire sum of VAT and other amounts due, insofar as the complying party may be obliged to pay such amounts to the corresponding VAT authorities due to the non-compliance of the non-complying party.

### 6. Prices, invoices and payment

6.1. Unless otherwise agreed by the Buyer in writing:

6.1.1. all prices are fixed and inclusive of delivery, VAT (if applicable) and all other applicable duties and taxes;

6.1.2. invoices shall not be rendered by the Seller until completion of delivery of all of the Goods and performance of all of the Services which are the subject of the Order; and unless agreed otherwise

6.1.3. payment terms shall be what has been agreed with the Seller prior to the delivery.

6.2. The Buyer specifically reserves the right to deduct from any monies due, or to become due to the Seller, any monies due to the Buyer from the Seller, whether by way of set-off, lien or counterclaim and whether arising in connection with the Contract, another contract or otherwise.

6.3. The Buyer shall not be responsible for the payment of any charges for Goods supplied or Services performed in excess of the Goods or Services required by the Order or any variation of it unless otherwise agreed in writing by the Buyer.

6.4. No payment of or on account of the Contract price shall constitute any admission by the Buyer as to proper performance by the Seller of its obligations.

6.5. The Buyer will not be obliged to pay for or return containers, crates or packing materials or other durable packaging of any description except as otherwise agreed in writing by the Buyer.

6.6. The Seller agrees:

6.6.1. to send on the day of dispatch for each consignment such advices of dispatch and invoices as may be indicated on the Order; or

6.6.2. to send a monthly statement of account quoting the invoice numbers applicable to each consignment of the Goods and element of the Services that have been delivered by the Seller and for which payment is due; and

6.6.3. to mark clearly the Buyer's order number on each package, packing notes, advice notes, invoices, monthly statements and all other correspondence relating to the consignments of the Goods.

6.7. Without prejudice to any other remedy, where the Seller fails to comply with the provisions of Condition 6.6., the Seller accepts that a delay in payment may ensue. The Buyer shall be entitled to take advantage of any prompt payment discount offered to the Buyer irrespective of any delay in payment due to the Seller failing to comply with the provisions of Condition 6.6.

### 7. Delivery

7.1. Delivery of Goods and Services is supposed to take place as specified in the Agreement. It is expected that the Seller respects all conditions set out in the Agreement. The Seller is obliged to obtain an appropriate insurance against transit damage(s), at its own risk and, if required by the agreed Incoterms, also at its own expense.

7.2. If the seller exceeds the delivery time, this will result in the Seller being in default. In this case, the Buyer shall be entitled to cancel all or part of the order and, after having notified the Seller, the Buyer may place the order with one or more alternative Sellers at the original Seller's costs. The preceding provision shall not be considered prejudicial to the Buyer's right to claim compensation. The cumulative amount of any damages shall be deducted from the possible amounts due to the Seller. In case of non-performance by the Seller, any payments already made by way of advance shall be refunded to the Buyer no later than 2 business days after being informed about not having delivered timely.

7.3. The Seller is not entitled to partial deliveries, unless otherwise agreed in writing.

7.4. The delivery is complete only at the moment when the Goods have been received by or on behalf of the Buyer and the Buyer has signed for reception of the delivery. The latter signing does not affect the fact that the Goods delivered, if found not to be complying with what was agreed on, can be rejected later under the terms of art. 9 of these General Purchase Conditions. Furthermore, the Seller cannot derive any rights from the signing referred to above in the first sentence of this paragraph, and the signing therefore does not prevent the Buyer from exercising (for instance) its rights on the grounds (among others) of a default on the part of the Seller in any case.

7.5. The Seller is not entitled to suspend its delivery obligation if the Buyer fails to perform one or more of its obligations.

### 8. Execution of Services

8.1. The execution of Services is supposed to take place as specified in the Agreement. It is expected that the Seller respects all conditions set out in the Agreement.

8.2. Exceeding the time specified for the provision of Services by the Seller results in the Seller being in default.

8.3. The provision of Services is accepted as complete only from the moment when the Buyer has confirmed in writing that the Services have been performed as agreed upon, or that the Services provided have been approved. The Seller cannot derive any rights from such confirmation or approval, and a confirmation or approval therefore does not prevent the Buyer from exercising (for instance) its rights on the ground (among others) of a default on the part of the Seller.

8.4. The Seller may involve third parties to carry out Services only with prior written consent from the Buyer. The Seller remains responsible for the quality of the Services carried out by a third party if the third party has been chosen by the Seller.

8.5. The Seller is not entitled to suspend the execution of Services if the Buyer should fail to meet one or more of its obligations.

### 9. Quality control

9.1. The Seller guarantees that the delivered Goods and/or Services are of the highest quality and in their original unopened packing and provides all necessary documentation at least one business day before the delivery. The Buyer is entitled to have the Goods inspected before, during and after delivery. The Seller is obliged to agree to full cooperation during the inspection or the investigation, and to provide a timely replacement of the Goods and/or Services should the quality be found to be insufficient.

9.2. In the event of rejection, the Buyer shall inform the Seller of the rejection as early as possible. Rejected Goods will be stored buy the Buyer for a period of maximum 14 days after notifying the Seller of the rejection. Should the Seller not have taken the rejected Goods after this period of 14 days, the Buyer is entitled to return the Goods to the Seller at the Seller's risk and expenses. No prior notification is required. If the Seller refuses to accept the return delivery of the Goods, the Buyer is entitled to store, sell or destroy the Goods at the risk and expense of the Seller.

9.3. No rights can be derived by the Seller from the results of an inspection or investigation as referred to in art. 9.1. or from a case where a quality check and/or an inspection have not been performed.

9.4. The Buyer is never bound by any period of time specified by the Seller that limits the Buyer's rights to refuse or reject a delivery, claim a full or partial replacement of the defective Goods or to claim a compensation for losses incurred by the delivery of defective material.

### 10. Ownership and risk transfer

10.1. The Goods and the corresponding risks are transferred to the Buyer at the moment of delivery, unless it has been agreed otherwise prior to the delivery in writing, or the Goods are rejected by the Buyer upon or after delivery (under art. 9 of these general purchase conditions).

### 11. REACH

11.1. Seller shall provide to the Buyer all relevant information in order to comply with the Buyer's obligations under the EU Regulation on REACH (EC1907/2006) (the "REACH Regulation") in a timely manner.

11.2. If there is a requirement to pre-register and/or register the Goods pursuant to the REACH Regulation, the Seller will act as registrant, whether or not the Seller's headquarter is located in the European Union or not.

11.3. The Seller shall pre-register and register the Goods at its own cost and expense on a timely basis under the REACH Regulation. Failure to pre-register and register prior to the delivery of the Goods shall be considered a material breach and entitle the Buyer to terminate the Contract in accordance with clause 19 of these terms and conditions.

11.4. The Seller shall ensure that all safety data sheets and other documents relating to the Goods are kept updated and shall inform the Buyer of any information it acquires or becomes aware of concerning any hazardous properties of the Goods or risk management measures in a timely manner.

### 12. Guarantee

12.1. The Seller guarantees that the Goods to be supplied and the Services to be provided are as previously agreed upon by both parties. At least the following points should be covered by such a guarantee:

(a) the Goods fully meet the specifications as agreed upon;

(b) the Goods are recently produced according to the agreed specifications and are free of any third party right; the shelf life has to be at a minimum of 90 % of what the producer of the material(s) indicates.

(c) the Goods are suited for the purpose(s) for which the assignment/order was placed, under the provision that the Seller was informed about the purpose of the Goods.

(d) the Services agreed upon are executed expertly and without interruption.

(e) the Goods or Services comply to any requirements specified by the law and/or applicable rules of self-regulation and/or requirements specified by the Buyer, including requirements as to quality, safety, health and environment, in the country of delivery, as well as, in the country for which they are destined, provided that the Seller is aware of the destination of the Goods or Services.

(f) the Goods are delivered complete and accompanied by all documentation required by the Buyer, irrespective of the question whether the documentation was requested by the Buyer before, during or after the conclusion of the Agreement.

(g) the Seller confirms in writing full compliance with the European REACH regulation (EC 1907/2006), which includes pre-registration with the intention to carry out a full registration (evaluation and authorization) of all chemicals subject to REACH.

12.2. Should the delivered material(s) not comply with the agreed specifications, the Seller is obliged to replace the Goods unless the Buyer decides to acquire what is needed elsewhere. Return of the material(s) will be at the Seller's expense and risk. Any and all losses incurred by the Buyer due to the nonconformity of the material(s) delivered by the Seller will be covered by the Seller.

12.3. The agreed guarantee period resumes from the moment of acceptance of the replacement or replenishment to which the warranty provision applies.

### 13. Product Liability

13.1. The Seller warrants that all Goods supplied to the Buyer, as well as, all complementary instructions, safety related documents and warnings on e.g. labels on those Goods, will be designed, manufactured and produced in such a manner as to ensure that under no circumstances could the Goods be held to be defective.

13.2. In case of defective Goods being delivered, the Seller shall indemnify, reimburse and compensate the Buyer for all losses and damages which may incur to the Buyer or that the Buyer has to bear as a result of any claim(s) arising from the defective Goods.

13.3. If the Seller becomes, at any time, aware of any incidents, events or discoveries which are in any way relevant to the safe handling, storage and use of Goods previously supplied, the Seller shall with no delay send a written statement on these to the Buyer.

13.4. The Seller is obliged to be fully insured against potential losses as detailed in art. 13.2. This insurance obligation extends to any means and

methods used in the execution of the Agreement as well. This insurance(s) shall be set up in a manner that guarantees any pay-out by the insurance directly to the party that effectively suffered the loss. The Seller shall be obliged to make the corresponding documents available to the Buyer at the Buyer request without any undue delay.

### 14. Intellectual property rights

The Seller guarantees that no element in the design, packing, or other aspect of the material(s) being delivered is protected by one or more third party intellectual rights of any kind. Should for whatever reason a third party claim any given amount related to any infringement of any kind, the Seller will cover all associated costs and losses that might incur to the Buyer.

### 15. Force majeure

During events such as force majeure, war, riot, revolution, national emergency, fire, explosion, flood, epidemic, lock-outs, strikes or any other disruptive event beyond the control of the Buyer, the Buyer reserves the right to postpone delivery dates and payments until normal conditions have been restored.

Should one of the above mentioned events prevent the Seller to fulfill his obligations, the Seller will give written notice about it immediately, together with the most accurate information possible as to when these obligations will be fulfilled and, if feasible, with suggestions as how to mitigate the effects caused by event. Upon reception of such notice and until the Seller announces resumption of business under normal conditions, the Buyer reserves the right to cancel any pending order or contract.

The Seller shall do everything reasonably possible to resume performance as soon as practicable while under force majeure or other disruptive event. Should the Force Majeure or other disruptive event extend beyond three (3) months, the Buyer will be entitled to terminate any pending order or contract, without any liability to the Seller.

### 16. Confidentiality

16.1. The Seller shall treat all information communicated by the Buyer as secret or confidential in nature (including without limitation all information relating to the customers of the Buyer, the Goods and Services ordered by the Buyer, and all information labelled as secret or confidential by the Buyer).

16.2. The Seller shall not disclose any such confidential information to any person unless agreed in written upon by the Buyer. The Seller may only disclose such confidential information to its employees to the extent such disclosure is necessary in order to perform normal in the context of the business relationship between Seller and Buyer.

16.3. The provisions of this Condition 16 shall not apply to such Confidential Information:

16.3.1. which is or becomes public knowledge (except by reason of default on the part of the Seller); or

16.3.2. which the Seller obtains from a third party who does not place an obligation of confidence on the Seller; or

16.3.3. which the Seller is required to be disclosed by law or pursuant to the regulations of any government agency or court with proper jurisdiction to require disclosure.

16.4. Upon any termination of any potential contract, the obligations of confidentiality contained in this Condition 16 shall continue in full force and effect.

### 17. Cancellation of an order by the Buyer

The Buyer shall have the right to cancel a contract in whole or in part at any time by giving written notice to the Seller, whereupon all work under the order (or the cancelled part) shall be discontinued. The Buyer shall pay to the Seller a proportion of the order price with regard to the value of work done, of the Goods previously delivered and of Services performed under the order (this pay shall include an element of profit on a pro rata basis by reference to the net profit margin on the Contract as a whole). Additionally to such payment by the Buyer, no further amount(s) shall be due by way of damages, loss of profits or otherwise from the Buyer by reason of such cancellation.

### 18. Subcontracting

No agreement or obligation of the Seller shall be reassigned or subcontracted by the Seller. In case the deliveries are subcontracted to third parties, all of the Buyer's rights ensuing from this contract, including the right to claim damages, shall pass to such third parties.

### 19. Termination

The Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by providing written notice the Seller, whereupon all work specified in the contract shall be discontinued. The Buyer shall pay to the Seller a fair and reasonable compensation for work in progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. The termination of the contract, however arising, will be without prejudice to the rights and duties of the Buyer accrued prior to termination. The conditions which expressly or implied have effect after termination will continue to be enforceable notwithstanding termination.

### 20. Applicable law/disputes

20.1. The Incoterms, latest addition, apply to the extent that they are not contradicted by this Agreement. The legal relationship between the Buyer and the Seller and any Agreements relating to such legal relationship, shall solely be governed by the laws of Belgium. The provisions of the United Nations Convention on international Purchase Agreements (CISG, Vienna, 11 April 1980) are not applicable.

20.2. All disputes between parties shall in the first instance be settled exclusively by the competent Court in Antwerp.

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