



GENERAL PURCHASE TERMS AND CONDITIONS OF GEORGES VELDEMAN N.V.

1. Definitions.

The following shall apply in these general purchase terms and conditions:

- GV: Georges Veldeman NV, (KBO no. 0413.610.968), trading under the name of VELDEMAN STRUCTURE SOLUTIONS, with registered office at 3960 BREE, Wijshagerstraat 17, acting as buyer/client.
- Supplier: the one who supplies items to GV, performs services for GV or has agreed with GV to do so for those parties to whom GV has awarded a contract of a different kind.
- Agreement: all agreements including these general purchase terms and conditions between GV and the Supplier relating to the purchase of items and/or the procurement of services by GV from the Supplier as well as any other contract that GV awards to the Supplier and also all legal acts connected with the above.
- Supply: the supply of items or services by the Supplier to GV.

2. Applicability – Coercive force.

2.1 These general purchase terms and conditions are applicable to all quotations, orders, purchase orders, agreements of items and services, contract confirmations and other legal acts both verbal and in writing with respect to the supply of items, performance of services, execution of contract and performance of other activities by the Supplier to GV.

2.2 Unless otherwise expressly agreed to in writing, these purchase terms and conditions always have precedence over the general terms and conditions of the Supplier who explicitly declares to have read and understood these general purchase terms and conditions.

2.3 These general purchase terms and conditions may be deviated from only by means of an explicit written agreement drafted and signed by duly authorised representatives of both parties and this not later than the time of execution of the order.

2.4 In case these purchase terms and conditions constitute a part of a broader agreement, the special terms and conditions of the broader agreement assume precedence over these purchase terms and conditions if and insofar the special terms and conditions are inconsistent with these purchase terms and conditions. All other compatible general purchase terms and conditions remain applicable to the agreements between the parties. In case of compatibility, the special terms and conditions and the general terms and conditions supplement each other. Should certain individual special terms and conditions become void, the general purchase terms and conditions inconsistent with them will resume their place. In all other cases, these general purchase terms and conditions should be considered as an elucidation of the explicit and written agreement.

2.5 The nullity or non-enforceability, for whatsoever reason, of a provision of these general purchase terms and conditions shall not prejudice or have any effect on the validity or enforceability of the other provisions of these general purchase terms and conditions. Parties shall then replace the void provision by a valid provision that, within the statutory limits, has the same effect as the one that was declared null and void.

3. Request for quotation and order.

3.1 Requests for quotations do not bind GV and serve merely as an invitation to the Supplier to submit a quotation.

3.2 A quotation from the Supplier is binding and is at least valid during the period that is clearly specified by the Supplier. If the Supplier has not provided a validity period, the quotation is deemed to be valid for at least 10 weeks. The quotation must be final, accurate and complete and must cover everything required for the complete and operation-ready supply. All costs linked to the drafting or submission of a quotation are to the account of the Supplier.

3.3 Negotiations can be terminated by GV without giving reasons or without liability to damages.

3.4 If the technical, safety, quality or other regulations, documents and drawings that are not attached to the request for quotation and/or order are referred to, the Supplier is expected to know these, unless he brings this to the notice of GV in writing to the contrary. GV shall inform the Supplier in detail about these regulations, documents and drawings. The Supplier is obliged to warn about obvious errors and ambiguities in these documents and regulations. The technical, safety, quality or other regulations, documents and drawings should always be strictly observed.

3.5 The order form needs always to be acknowledged by the Supplier within 48 hours, unless agreed to otherwise in writing.

4. Changes – additional work/less work.

4.1 GV is entitled to change the nature and the scope of the supplies agreed to, even if this results in additional or less work. If such a change, in the opinion of the Supplier, has consequences to the agreed price and/or the date of supply, he is obliged to immediately inform GV in writing and to submit a new quotation with reference to the price and period attached hereto as well as the consequences to the other activities to be performed by the Supplier. The Supplier shall execute additional work or less work only after written confirmation from GV.

4.2 Additional work does not, anyway, comprise incidental activities that the Supplier had to or should perform for the conclusion of the Agreement in order to fulfil the agreed supplies or services or the ones arising from a shortcoming of the Supplier.

5. Supply of items and performance of services.

5.1 Supply needs to take place in the manner, place and time indicated in the Agreement.

5.2 Part supplies are not permitted unless explicitly agreed to otherwise in writing.

5.2 The specified delivery periods are binding to the Supplier and need to be strictly adhered. The Supplier is in default when he exceeds even a single delivery period.

5.3 Without prejudice to the provisions in the previous paragraph, the Supplier is obliged to inform GV about any delay or anticipated delay in the performance of the Agreement.

5.4 The supply of goods/the provision of services is fulfilled the moment the items have been received and signed as indication of the correctness of the delivery in writing by or on behalf of GV or the moment GV has confirmed in writing that the services are performed and has approved them. The latter signature is without prejudice to that the supplied items/provided services can be rejected by virtue of Article 8 of these general purchase terms and conditions. Further, the Supplier cannot derive any right from such signature, confirmation and/or approval and GV reserves itself all the rights in respect of a shortcoming on the part of the Supplier.

5.5 The Supplier shall ensure that all items necessary for the supply of goods or the performance of services are always present and available. The Supplier ensures that the goods or services supplied are of good quality and fulfil the usual requirements of soundness, suitability and good workmanship as per the special requirements agreed to (e.g. Specification documents,...). The purpose and the use for which the goods and/or services are intended is known to the Supplier. The Supplier guarantees that the supplied goods and/or services are suitable for this purpose and use.

5.6 The costs of supply are included in the price.

5.7 In the event that the Supplier needs to call back or take back goods at the end of the Agreement, such collections or withdrawals by the Supplier need to happen promptly at the time contractually agreed to failing which, GV has the right to get these goods removed at the cost of the Supplier. Any claims on GV arising from this are to the account of the Supplier.

5.8 In the event of late supply, wrong supply, short supply, excess supply and the like, the Supplier is liable for compensation to GV. The claim, in the form of a statutory damages, is estimated as a lump sum at 10% of the total contract price with a minimum of € 100.00 without prejudice to the right of GV to claim higher damages if the actually suffered damage, both direct and indirect, is higher.

6. Packing.

6.1 The supplies shall be packed in the best possible manner, protected and marked in accordance with the instructions of GV at the cost and risk of the Supplier, so that they take place in a good condition and can be transported, unloaded and stocked in a safe manner.

6.2 The Supplier shall also ensure that any special requirements placed on the packing and transport by GV are fulfilled with care.

6.3 If the Supplier does not comply with the aforesaid provisions, GV will be entitled to refuse the supply. In such a case, the supply will be considered as non-supply.

6.4 In case containers or packings have to be sent back to the Supplier, this must be clearly mentioned on the transport documents and the relevant containers or packings shall be sent back at the cost and risk of the Supplier unless otherwise is agreed to in writing.

6.5 All supplies must be provided with the required delivery notes, certificates and the like with clear reference to the purchase order.

6.6 The Supplier is obliged to compensate all damages that GV suffers as a result of supplies that are not suitably packed, protected, transported and/or marked and indemnify GV against all possible claims relating to damages that third parties suffer as a result thereof.

7. Safety, health and environment.

7.1 The Supplier or the person acting on his behalf, whether or not his subordinate, third parties are obliged to comply with all statutory safety, health and environmental regulations. The Supplier shall be deemed to know the relevant laws of the place where the supply needs to take place or the services have to be provided.

7.2 The Supplier shall ensure that his presence and the presence of the person acting on his behalf, whether or not his subordinate and third parties in the grounds and in the buildings and factories of GV,

just as on the sites of GV, do not pose any hindrance to the undisturbed progress of the activities.

7.3 The Supplier should, prior to the supply, make himself aware of the required condition and situations on the grounds and in the buildings and factories where the supply must be executed and should immediately report any unsafe situations encountered by him to GV and to remedy or to have remedied such situations.

7.4 Costs of delay in the execution caused by situations cited above are to the account and risk of the Supplier.

7.5 The Supplier should clear out material leftovers, packing, packing materials as well as contaminations and to the extent not agreed to otherwise, take these away in conformance with the statutory regulations. This applies to both supplies and activities on the grounds and in the buildings of GV as well as on the sites of GV.

8. Inspection.

8.1 GV is entitled at all times to subject the deliverable (or supplied) items to an inspection or to examine whether the services have been performed in conformance with the Agreement and these purchase terms and conditions. The Supplier is obliged to extend his full cooperation towards this.

8.2 In case of rejection, GV shall inform the Supplier about it. GV shall (indeed) store the rejected items to the account and risk of the Supplier. If the Supplier has not taken back these items within a period of 14 days after GV has notified the Supplier that the items supplied are rejected, GV can send or have these items sent back to the Supplier without his permission to his account and risk. If the Supplier refuses to take receipt of the items, GV can store or sell or destroy these items to the account and risk of the Supplier.

8.3 The Supplier cannot derive any right from the results of an inspection or examination or the omission thereof.

8.4 GV is never bound to any deadline stipulated by the Supplier within which he has to be notified that the items supplied are rejected or within which GV needs to protest.

8.5 If, at the end of the agreement, defects in his materials or items or damages to his materials or items are found by the Supplier, the Supplier should immediately inform this to GV in writing. Without explicit written approval of GV, these defects and/or damages may not be invoiced to GV by the Supplier.

9. Transfer of ownership and risk.

9.1 Unless agreed to otherwise, the ownership and the risk of items passes on to GV at the time delivery, barring those rejected by GV during or after the supply. The Supplier guarantees that the unencumbered ownership of items is obtained.

9.2 The Supplier waives all rights and powers that accrue to him by virtue of the right of retention or the right of repossession.

9.3 The Supplier is liable for any transport damage and should adequately insure his costs to the effect.

9.4 On request of GV, the transfer of the ownership of the goods can take place before the time of supply. In such a case, the Supplier is obliged to keep these goods clearly identified as the property of GV under him and furnish a certification of ownership to the effect, if GV so requires.

9.5 The Supplier is liable for loss or damage of the goods referred to in Article 9.4. If a third party claims a right with reference to the goods referred to in Article 9.4 and/or seizes the aforesaid goods, the Supplier shall inform the third party of the fact that GV is the owner of these goods and he shall notify GV of the claim and/or the seizure. GV has the right at all times to remove or to get the goods of which he is the owner removed from the place where they are found and to enter the premises in use by or for the Supplier for the said purpose.

10. Price and payment.

10.1 The Supplier invoices only after the supply of items or services unless explicitly agreed to otherwise in writing.

10.2 All prices are fixed and Delivered Duty Paid according to the Incoterms (latest version) apply and are inclusive of any assembly, instruction, packing, transport, storage, supply, insurance, excise duties and other supply costs and generally comprise all costs relating to the fulfilment of the obligations of the Supplier, unless agreed to otherwise in writing.

10.3 Unless agreed to otherwise in writing, GV shall pay for the items supplied or the services provided within 60 days reckoned from the end of the month of invoice date subject to the approval of the supplied items or the provided services and after the receipt of all relevant documentation including the correctly addressed and complete invoice.

10.4 GV has the right to suspend its payment obligation if the agreed requirements with reference to invoice data, dispatch advices and packing lists as well as the incomplete filling of these documents with all necessary data are not met.

10.5 Payment by GV does not imply any recognition that the supply is in conformance with the agreement and in no way implies renunciation of any right.

10.6 GV has the right to set off any amount payable by the Supplier to GV for whatsoever reason against the amount payable by GV to the Supplier under the Agreement.

10.7 Default interest can be charged by the Supplier only after a registered written notice of default and after the expiry of the payment term for GV.

11. Guarantee.

11.1 The Supplier guarantees that the items to be supplied or the services to be provided comply with the Agreement. This guarantee shall cover at least that:

- the items possess the properties that are promised;
- the items are new and free of defects and rights of third parties;
- the items or services are suitable for the purpose for which the contract/order is placed or the Agreement is concluded;
- the services will be performed in a professional manner and continuously;
- the items or services fulfil the requirements stipulated under or pursuant to the law and/or applicable rules and/or by GV, among others, in the area of quality, health, safety and environment both in the country of delivery and in the country of destination;
- the items are furnished with an indication of the producer or the party who brings the items into the market;
- the items are furnished with and accompanied by all details and instructions required for a proper and safe use; and
- the items are furnished with and accompanied by all documentation requested by GV regardless of whether such documentation is requested by GV before, during or after the conclusion of the Agreement.

11.2 The Supplier has the duty to inform himself about the use that GV wishes to make of the goods and services and guarantees that they are suitable for this use. The Supplier guarantees that the goods are complete and ready for use. The Supplier ensures that, among others, all components, auxiliary materials, tools, spare parts, instructions for use, (as-built) drawings, certificates of quality, inspection and material and workbooks necessary for realising the goal set down by GV are delivered even when they are not specifically mentioned.

11.3 If the items supplied or services provided - regardless of the results of previous inspections - do not appear to fulfil the provisions under Article 11.1, the Supplier shall immediately repair, replace or supplement the missing items on his account and according to the choice of GV upon its first request, unless GV prefers dissolution of the Agreement in accordance with Article 15 of the general purchase terms and conditions and such without prejudice to the other rights of GV on account of a breach (including the right to damages). All costs to be incurred in this connection (including that of repair and disassembly) shall be to the account of the Supplier. If the Supplier does not immediately act upon this, GV likewise reserves itself the right to get the repair, replacement or supplementing the missing items done by third parties at the cost of the Supplier.

11.4 In urgent cases and in cases where, after consultation with the Supplier, one has to reasonably assume that the Supplier will fail in meeting his guarantee obligations, GV has the right to get the repair or replacement done either by itself or by third parties at the expense of the Supplier. This does not discharge the Supplier from his obligations under the Agreement.

11.5 The Supplier guarantees that the components of the supply and the maintenance required for keeping the supply in a good condition for a period of 10 years can be purchased or obtained by GV at market prices.

11.6 Unless agreed to otherwise in writing, a guarantee period of at least 2 years after the items are supplied or after the services are provided is applicable, unless the Supplier himself provides a longer period of guarantee.

11.7 An agreed guarantee period begins to run afresh after the acceptance of the repair, replacement or supplementation carried out to which the guarantee provisions apply.

12. Liability.

12.1 If the Supplier fails to comply with any obligation under the Agreement, GV has the right to oblige the Supplier to remedy the entire or partial failure and/or consequences thereof to the account and risk of the Supplier.

12.2 The Supplier is liable for all claims, direct as well indirect, suffered by GV and/or subsequent buyers or users of the supplied items (whether or not in processed condition) as a result of a failure in the compliance of the obligations of the Supplier and/or as a result of acts or omissions of the Supplier or his personnel or third parties called in by him. This claim is estimated to be a lump sum of at least 10% of the contract price without prejudice to the right of GV to claim higher damages if the actual damage suffered either directly or indirectly would be higher

12.3 The Supplier shall indemnify GV against all claims of third parties for damages caused by the end product that was manufactured, but is attributed to a defect in the supplied goods.

12.4 The Supplier shall insure and keep himself insured adequately to cover his liability under the law and these general purchase terms and conditions and adapted to the work and the risks. GV has the right to call for a copy of the policies and evidences of premium payment at any time. The Supplier hereby assigns in advance all claims to payment of insurance compensation to GV to the extent related to the damage for which the Supplier is liable to GV. The liability of the Supplier is neither limited by his insurance obligation nor by the extent of coverage of this insurance.

12.5 GV is only liable for intentional act or gross negligence with respect to the Supplier for any damages arising from or related to non-compliance, late or improper compliance of the Agreement or violation of any contractual or non-contractual obligation by GV.

13. Recognitions, licences and registration - fiscal and social debts

13.1 The Supplier who carries out contracting work should be in possession of all legally mandatory recognitions and licences required for the performance of the Agreement. Any change herein should be communicated forthwith and immediately to GV. GV explicitly reserves itself the right to terminate the Agreement by operation of law if the Supplier does not adhere to it. All additional costs and eventual fines consequently incurred by GV shall be charged to the Supplier and shall be recovered from him.

13.2 In accordance with the legislation with reference to the joint and several liability for the social and fiscal debts of a contractor, GV as the contracting party is jointly and severally liable for the social and fiscal debts of the contractor if these debts exist at the time of concluding the agreement or at the time of payment of the price. This joint and several liability will not be applied if GV makes the deductions provided for by the aforesaid legislation on the invoices of the contractor and transfers these deductions to the concerned administration (National Social Security Office and/or tax authorities) If necessary, the Supplier shall submit a certificate relating to the social and fiscal debts to GV. GV explicitly reserves itself the right, if necessary, to terminate the agreement and all costs and eventual fines consequently incurred by GV shall be charged to the Supplier and shall be recovered from him.

14. Force majeure.

In case of force majeure for one of the parties, the compliance with the Agreement will be wholly or partially suspended for the duration of the force majeure period without the parties being obliged to pay each other any damages. If the force majeure situation lasts longer than twenty four hours, the other party has the right to terminate the Agreement by means of a written notification with immediate effect and without judicial intervention and without any right to damages arising from this situation. Force majeure on the part of the Supplier shall not in any case include: shortage of staff, strikes, breach of contract by the third parties called in by the Supplier, transport problems on the part of the Supplier or by the third parties called in by the Supplier, failure of auxiliary materials, liquidity and solvency problems of the Supplier and government measures at the expense of the Supplier.

15. Waiver of rights.

If GV fails to demand that the provisions in the Agreement should be strictly complied with, it does not thereby waive its rights as provided for in the Agreement or by law or equity or waive any other provision or the subsequent breach of any provision from the agreement by the other party.

16. Termination.

16.1 GV is entitled, at its discretion, to wholly or partially suspend or to wholly or partially terminate the performance of all agreements between parties through a written declaration without judicial intervention (and with immediate effect) and (without GV being held liable for any damages) in the case of:

- a failure by the Supplier in the performance of (one of) his obligations under the Agreement or under agreements related thereto;
- a procedure of appointment of an administrator, a judicial reorganisation or declaration of bankruptcy of the Supplier;
- sale or transfer of the whole or a part of the company of the Supplier or termination of the company of the Supplier;
- withdrawal of licences of the Supplier that are necessary for the performance of the Agreement;
- seizure of an important part of the business assets of the Supplier or garnishee order under GV at the expense of the Supplier.

16.2 All claims that GV may demand or obtain from the Supplier in the above cited cases shall immediately and fully become due and payable.

17. Intellectual property and know-how

All studies, plans, documents, sketches, drawings, samples, designs, digital photos and know-how remain the property of GV and will be protected by the applicable laws on intellectual rights, copyrights etc. The Supplier therefore obtains only a temporary and precarious right to the use of plans for the duration and solely for the execution of his contract for GV. These can therefore be requisitioned or recovered at any moment by GV. The aforementioned documents may not be used by the Supplier or third parties for purposes other than for the performance of the agreement by the Supplier without prior explicit and written permission from GV. The Supplier himself is directly responsible for any misunderstanding of the aforementioned temporary and precarious right to use of the documents by a third party to whom he has sent either directly or indirectly these documents. The claim, in the form of statutory damages, is estimated as a lump sum at 10% of the total contract price with a minimum of € 5,000.00 per violation and per day the violation continues, whereby GV explicitly reserves itself the right to assess the damage in concrete terms. GV has the right to demand the payment of the damages from the Supplier and/or the third party, in any case jointly and severally, the one is obliged to make the payment of damages in the event of default in payment by the other. When a violation is detected, all aforementioned documents shall be returned to the registered office of GV within 7 working days at the latest, reckoned from the postmarked date of the registered notice of default.

18. Confidentiality-secrecy.

18.1 During the performance of the agreement, the Supplier may come into possession of confidential information of GV. The Supplier explicitly acknowledges that this confidential information remains the exclusive property of GV and that this information may not be made public or provided to a third party or otherwise be used for any purpose other than the performance of the agreement without prior written permission from GV.

18.2 The Supplier expressly binds himself to impose the same obligation of confidentiality and secrecy on his employees or third parties he will call in for the performance of the agreement. The Supplier guarantees that these employees/third parties shall not act in contravention of the nondisclosure clause.

18.3 The Supplier himself is directly responsible for any violation of the aforesaid Article. The claim, in the form of statutory damages, is estimated as a lump sum of at least the total contract price, whereby GV reserves itself the right to assess the damages in concrete terms. GV has the right to demand the payment of the damages from the Supplier and/or the third party, in any case jointly and severally, the one is obliged to make the payment of damages in the event of default in payment by the other.

19. Applicable law and competent court.

19.1 Only Belgian law is applicable to any dispute arising between the parties over the validity, interpretation, compliance or the performance of the Agreement, however, to the exclusion of all national or international choice-of-law rules that declare a legal system other than the Belgian one to be applicable or other courts to be competent. The applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods (CISG 1980)) or similar provisions are excluded.

19.2 Only the courts from where the Registered Office of GV is located are competent for the resolution of disputes arising between the parties. GV reserves itself the right to summon the Supplier before the court at the location of its domicile or Registered Office.