

**A. GENERAL CONDITIONS OF PURCHASE RELATING TO CONSUMABLES****Orders:**

1. These purchase conditions form an integral part of the agreement between the Beddeleem Group and the supplier. By accepting the order, the supplier accepts these conditions to the exclusion of any terms and conditions on his part. Oral and/or phone orders are not final until they have been confirmed by a signed purchase order. Only when the copy of the purchase order, signed by the supplier for approval, has been returned is the order final. Any change made by the supplier to the order will result in the contract failing.

**Order confirmations:**

2. If the supplier sends an order confirmation with the request to return it signed, that signature does not constitute acceptance of any of the supplier's terms and conditions.
3. If errors are copied from our purchase order to the order confirmation, the responsibility of the error remains irrevocably with the supplier and he is obliged to rectify this without additional costs and time extensions.

**Deliveries:**

4. The goods must be delivered to the address specified in the order by the Beddeleem Group or an address later communicated. The delivery periods are binding on the supplier. If they prove impossible to meet, the supplier is obliged to notify the Beddeleem Group thereof immediately and communicate the new delivery date. In the latter case, the Beddeleem Group may either accept the new date, and use it instead of the original scheduled date, or consider the agreement dissolved. If the Beddeleem Group opt for the dissolution, they will confirm such by registered letter without delay. The damage they incur due to the late delivery or dissolution due to date delivery is borne entirely by the supplier.

**Packaging:**

5. Unless otherwise stated in the quote and in the dispatch notice accompanying the goods, the packaging shall be deemed used. If, however, it was expressly stipulated that the packaging is charged extra, it will be picked up by the supplier and the latter will credit us for the same value. Orders with an indication of phase (e.g. floor), specific lengths and room designations shall only be valid and accepted upon delivery when the phase, length and room are also indicated on the packaging. In the absence of this, the delivery will either be accepted or refused and returned without prejudicing the right to compensation in either case.  
Beddeleem strives to reduce packaging waste and prefers reusable or recyclable packaging. Suppliers are asked to actively contribute to this by using circular packaging solutions, bulk packaging, or returnable packaging wherever possible.

**Dispatch:**

6. Each delivery must be accompanied by a delivery note in duplicate or digitally and traceable, stating:
  - Beddeleem order reference number;
  - project number;
  - project phase;
  - supplier name;
  - details of the goods.
7. The delivery note must be submitted for signature to the goods reception service and/or site manager with each delivery. The goods shall be shipped at the supplier's risk up to the delivery address, as stated on the purchase order or later communicated. The goods shall be covered by the supplier's insurance until they have reached the Beddeleem Group intact.

**Acceptance, approval:**

8. The signing of the delivery note upon delivery applies only to receipt, and is expressly subject to examination of the quantity, conformity and quality of the goods delivered. These checks can be made afterwards, even up to the moment the supplied materials are actually processed on the site for which they are intended. Prior payment of the invoice can never be invoked as tacit acceptance of the merchandise. In case the delivered goods fail to comply with what has been ordered, the Beddeleem Group may reject them and the supplier is obliged to take them back at his own expense, or the Beddeleem Group may return them at the supplier's expense without prejudice to the right of the Beddeleem Group to claim damages for breach of contract. If no specific quality requirements are specified in the order form, the supplier must always deliver first choice.
9. Temporary storage of rejected goods cannot be considered as approval and acceptance; the risks and costs of this storage shall be borne by the supplier.

**Quality:**

10. We reserve the right to return goods that do not conform to the ordered quality at the supplier's expense. In the case of deviations, only weights, lengths, quantities and units that have been determined by us will be accepted. The supplier may be charged for any resulting costs.
11. If no specific quality provisions are specified in the purchase order, the supplier must always deliver the best quality.
12. If after installation of the delivered goods, it transpires that the quality for the goods does not comply with the ordered quality, then the cost of demolishing, reproducing and reassembling shall be at the sole responsibility of the supplier.

**Sustainability and responsible business practices:**

13. Beddeleem strives for sustainable and socially responsible business practices. Therefore, in addition to these general terms and conditions of purchase, the provisions of Beddeleem's purchasing policy, the Code of conduct, our policy statement and internal procedures regarding the environment, safety and social responsibility also apply.
14. The supplier is obliged to supply only goods that comply with the applicable standards.
15. The supplier or subcontractor is expected to comply with safety and environmental requirements when placing an order, including CE marking, EC declarations, and manuals in Dutch.
16. Suppliers must guarantee that the products they supply do not contain any harmful substances such as Cr6 and that surface treatments comply with environmental standards. Beddeleem reserves the right to have products tested for compliance with these standards.
17. All applicable product certificates (PEFC, FSC, EPD, CE, ...) will be provided before ordering and delivery.
18. If there are variants that have a lower environmental impact, the supplier is obliged to submit these.
19. The supplier or subcontractor provides transparency about their sustainability measures through certificates, reports or recognized labels (such as ISO, VCA, Ecovadis, B Corp, SBTi, etc.)
20. The supplier is expected to cooperate in limiting Scope 3 emissions and promoting renewable energy in the chain.
21. Beddeleem reserves the right to subject suppliers to audits in the areas of human rights, ethics, the environment, and safety. If shortcomings are identified, an improvement plan will be imposed within an agreed period.

**Prices:**

22. The prices stated in the purchase order are fixed and not subject to revision until the time of delivery and invoicing. Price increasing during this period (even if these are due to third parties) will be borne by the supplier. The amount payable will be determined by applying the agreed unit prices on the quantities delivered and accepted.

**Payments:**

23. Invoices must contain the following:
  - reference number of purchase order Beddeleem Group
  - reference number of the supplier's delivery note
  - project number
  - project stage
  - details of the goods

In case of partial deliveries, invoices are only paid according to mutual agreement. Where full delivery is required, the payment period will only commence from the moment of complete delivery.

The invoices are payable:

- Either net 60days end of month;
- Or cash -3% discount.

**Guarantees:**

24. All goods are guaranteed against constructions defects, raw material defects and visible and invisible defects. In the case of defective delivery, the Beddeleem Group shall be authorized to obtain from the supplier the free replacement of the defective goods within a reasonable time, or the Beddeleem Group may claim the dissolution of the contract in court. In the latter case, the supplier shall be held to compensate any damage caused directly and indirectly by the faulty delivery. This applies to unforeseen and unforeseeable damage. He will also have to safeguard the Beddeleem Group for all third party claims that might originate in faulty supply, or for any third party claims for infringements of their patents during the manufacture of the goods.

**Industrial property:**

25. All plans and/or models which the Beddeleem Group supplies the vendor with a view to obtaining an offer or in connection with the execution of the order shall remain the property of the Beddeleem Group and shall be returned by the supplier after use, unless otherwise notified by the Beddeleem Group. The supplier has to treat the documents as confidential and cannot in any event transfer these to third parties or surrender these for inspection. All abuses against this will result in a lawsuit.

**Disputes:**

26. Only the Court of Ghent shall be authorized to settle disputes arising from this agreement or from specific agreements implementing the same. This agreement is entirely and exclusively governed by Belgian law.

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**B. GENERAL PURCHASING CODITIONS FOR CAPITAL GOODS****Orders:**

1. These purchase conditions form an integral part of the agreement between the Beddeleem Group and the supplier. Despite conflicting provisions appearing in our order forms, contracts or other documents, the orders are only concluded under the following conditions, unless the documents contain specific conditions that are explicitly mentioned. These special conditions only apply to that particular order and may not be accepted as general. Verbal agreements are not accepted.

**Changes to order:**

2. The Beddeleem Group has the right to change the delivery term of an order on condition that they inform the supplier thereof immediately and communicate the change(s) in writing.

**Delivery:**

3. The shipment, transport and unloading are at the supplier's expense and risk. The supplier insures the goods up to the place of service. If shipping expenses are submitted to the Beddeleem Group then this must be previously confirmed in writing by the Beddeleem Group. All deliveries should be sent to the delivery address stated in the order. All deliveries are deemed to be within the normal opening hours of the business.
4. The cost of packaging is borne by the supplier. The packaging must be adapted to transport and must comply with the applicable regulations. Damage of the packaging must be avoided during transportation. If the packaging represents a value, then it will be available for removal at the supplier's request.
5. The delivery periods as stated on the order must be strictly adhered to on pain of a fine at the end of the period without prior notice. In case of delay, we reserve the right to annul the order. Only our prior agreement can allow for a derogation from the time limits. The penalty applicable to the delivery of the goods is at least 0.5% of the order amount per calendar day.

**Guarantee from the supplier:**

6. The supplier agrees to indemnify us for any complaint lodged by the holders of invention patents or owners of manufacturing processes of the goods offered or supplied. The minimum full guarantee period is 24 months upon the date of commissioning.

**Approval:**

7. The goods are received at the delivery address. Signing for receipt does not equate approval of the goods. All documents and information in this respect must accompany the delivery. Goods that are not signed for cannot be accepted.
8. We reserve the right to reject any goods that are not executed according to the foreseen conditions and to return them at the supplier's expense. Temporary storage of rejected goods cannot be considered as approval and acceptance; risks and costs of this storage shall be borne by the supplier.

**Quality control:**

9. We reserve the right to return goods that do not conform to the ordered quality at the expense of the supplier. In the case of deviations, we will only accept the weights, lengths, quantities and units determined by us. The supplier is welcome to come and determine these on the spot; please note that he may be charged for any resulting costs.
10. Commissioning equipment. A piece of equipment is only commissioned if it runs at least 8 hours or one day in faultless production in the presence of the installer and our operator. The commissioning includes the time the piece of equipment works flawlessly, and/or our people to be trained to operate it. If after the commissioning, there is a production stop attributable to the installer, the date of the commissioning will be postponed. In other words, the equipment should produce six months flawlessly before the last instalment of 10% is payable. (See below).

**Invoices:**

11. Invoices are paid only if they meet the conditions of purchase and if they contain the reference of our order form. We reserve the right to return invoices that do not comply. The payment period will only start from the moment the correct invoice is received regardless of the original date of the invoice.
12. Invoices are paid 60 days after the receipt of the invoice, unless otherwise specified in the purchase order or supply agreement. Unless otherwise agreed, invoices of capital goods shall be paid as follows:
  - 30 with the order, subject to the supplier's bank guarantee
  - 30% upon delivery, subject to the suppliers bank guarantee
  - 30% upon commissioning
  - 10% 6 months following commissioning (see above)

**Disputes:**

13. All disputes that cannot be settled amicably shall be submitted to the Commercial Court of Ghent. The Court of Ghent shall have exclusive jurisdiction over all disputes arising from this agreement or from specific agreements implementing it. This agreement is governed entirely and exclusively by Belgian law..

**Sustainability and responsible business practices:**

1. Beddeleem strives for sustainable and socially responsible business practices. Therefore, in addition to these general terms and conditions of purchase, the provisions of Beddeleem's purchasing policy, the Code of Conduct, our policy statement, and internal procedures regarding the environment, safety, and social responsibility also apply.
2. The supplier is obliged to only supply goods that comply with the applicable standards.
3. The supplier or subcontractor is expected to comply with safety and environmental requirements when placing an order, including CE marking, EC declarations, and manuals in Dutch.
4. Beddeleem reserves the right to subject suppliers to audits in the areas for human rights, ethics, the environment and safety. If shortcomings are identified, an improvement plan will be imposed within an agreed period.