

## A. GENERAL CONDITIONS OF PURCHASE RELATING TO CONSUMABLES

### Orders

1. These purchase conditions form an integral part of the agreement between the Beddeleem Groep (NV Beddeleem and NV Metal Systems) 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 telephone 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 Groep (NV Beddeleem NV and NV Metal Systems) 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 Groep (NV Beddeleem and NV Metal Systems) thereof immediately and communicate the new delivery date. In the latter case, the Beddeleem Groep (NV Beddeleem and NV Metal Systems) may either accept the new date, and use it instead of the original scheduled date, or consider the agreement dissolved. If the Beddeleem Groep (NV Beddeleem and NV Metal Systems) 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 late 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.

### Dispatch

6. Each delivery must be accompanied by a delivery note in duplicate which contains the following information:

- Reference number of purchase order Beddeleem Groep (NV Beddeleem and NV Metal Systems)
- Project number
- Project stage
- Name of the vendor
- 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 Groep (NV Beddeleem and NV Metal Systems) 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 Groep (NV Beddeleem and NV Metal Systems) may reject them and the supplier is obliged to take them back at his own expense, or the Beddeleem Groep (NV Beddeleem and NV Metal Systems) may return them at the supplier's expense without prejudice to the right of the Beddeleem Groep (NV Beddeleem and NV Metal Systems) to claim damages for breach of contract.

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 is welcome to determine these on the spot; 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 of 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.

#### Environment

13. The Beddeleem Group (NV Beddeleem and NV Metal Systems) attaches great importance to the environment, so suppliers are required to supply only goods that meet prevailing environmental standards. Goods supplied, including their surface coatings, must not contain Cr6 under any circumstances.

#### Prices

14. The prices stated in the purchase order are fixed and not subject to revision until the time of delivery and invoicing. Price increases 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

15. Invoices are required in duplicate and must contain the following information:

- Reference number of purchase order Beddeleem Groep (NV Beddeleem and NV Metal Systems)
- 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 60 days end of month.  
Or cash - 3% discount.

#### Guarantees

16. All goods are guaranteed against construction defects, raw material defects and visible and invisible defects. In the case of defective delivery, the Beddeleem Groep (NV Beddeleem and NV Metal Systems) shall be authorized to obtain from the supplier the free replacement of the defective goods within a reasonable time, or the Beddeleem Groep may (NV Beddeleem and NV Metal Systems) 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 Groep (NV Beddeleem and NV Metal Systems) 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

17. All plans and/or models which the Beddeleem Groep (NV Beddeleem and NV Metal Systems) 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 (Beddeleem NV and NV Metal Systems) and shall be returned by the supplier after use, unless otherwise notified by the Beddeleem Groep (NV Beddeleem and NV Metal Systems). 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

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



## **B. GENERAL PURCHAING CONDITIONS FOR CAPITAL GOODS**

### **Orders**

1. These purchase conditions form an integral part of the agreement between the Beddeleem Groep (NV Beddeleem and NV Metal Systems) 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 the order**

2. The Beddeleem Groep (NV Beddeleem and NV Metal Systems) 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 Groep (NV Beddeleem and NV Metal Systems) then this must be previously confirmed in writing by the Beddeleem Groep (NV Beddeleem and NV Metal Systems). 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 to 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 for 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 supplier's bank guarantee
- 30% upon commissioning
- 10% 6 months following commissioning (see above)

#### Disputes

13. All disputes that are not settled amicably shall be referred to the Commercial Court of Ghent.

#### Safety and the environment

14. Signing of the order means acceptance of our safety and environmental requirements, which can be found on our website ([www.beddeleem.be](http://www.beddeleem.be))