

# HOOFDING ALTRAD

## General Conditions of Purchase

### **1. Parties**

The term "Buyer" shall mean: Altrad Services N.V.

The term "Seller" shall mean: the seller of the goods or supplier of the services that the Buyer purchases.

Hereinafter individually referred to as "Party", or jointly as "Parties".

### **2. Contract formation**

When the Buyer's order is accepted by the Seller, a contract is formed between the Buyer and the Seller. The present General Conditions of Purchase shall apply to all order forms and contracts concluded by or with the Buyer.

Orders shall be valid only insofar as they are made in writing by the Buyer by means of an order form or a written contract.

Parties shall not make any changes to the order and shall not amend the agreed price and/or delivery time without the other Party's prior consent.

### **3. Acceptance of general terms and conditions**

Unless expressly agreed to in writing by the Buyer, the acceptance of the order by the Seller implies the acceptance of all the General Conditions of Purchase hereafter, the special conditions in the Buyer's order form, and the waiver of the general conditions of the Seller, even if these are communicated afterwards, as well as of the practices in the industry of the Seller.

Any reservations made by the Seller when accepting the order must be approved in writing by the Buyer, failing which they shall be deemed null and void or shall result in the cancellation of the order, at the Buyer's option.

### **4. The goods to be delivered**

All goods ordered and to be delivered shall conform to the order form, meet the Buyer's specifications and be suitable for the Buyer's intended purpose. They shall be professionally manufactured from first quality raw materials and shall have undergone quality control.

Deliveries must be made to the Buyer's warehouses. Our warehouses are open from Monday to Friday during the hours posted at the gates, except on statutory holidays or their replacement days. Each delivery shall be accompanied by a delivery note bearing clear reference to our order references or agreement and stating the number of packages, the packaging unit, the total quantity delivered, the full description and any particulars such as the expiry date, storage conditions, transport hazard class, and any restrictions on use. If applicable, the goods must have CE marking, and must be accompanied by a declaration of conformity with the signature of the manufacturer or importer, by a manual in the requested languages, and a copy of such in the Dutch and French languages.

### **5. Packaging**

The packaging of the goods shall be so designed that the impact on the environment is as small as possible, and that transport costs are kept to a minimum. The type and quality of packaging shall be such that the goods are protected against damage during transit. Unless otherwise expressly stipulated in the order, the costs of packaging will not be charged to the Buyer.

### **6. Quality**

The quality of goods and services must fully comply with the agreed quality specifications. If this is not the case, the Buyer reserves the right to return or have the goods taken back at the Seller's expense, or to claim replacement/repair.

### **7. Inspection and guarantee**

The Buyer shall inspect the goods and check them for conformity, quality and visible defects within a reasonable period after receipt. All goods that do not correspond to the description in our order and/or that are showing visible defects shall be returned to the Seller at the Seller's expense, without the Buyer owing any transport costs or any form of compensation to the Seller.

The Buyer reserves the right to examine the goods at the Seller's premises in the course of manufacture without such examination being regarded as acceptance or taking delivery. Complaints by the Buyer shall be made and visible defects shall be notified to the Seller within a reasonable period after receipt of the invoice.

Hidden defects shall be notified to the Seller by registered letter within a reasonable period after discovery of the defects.

### **8. Delivery period**

The goods shall be delivered within the period specified in the order form and/or confirmed by the Seller. The delivery period shall be binding between the parties and constitutes an essential element of the contract. Any late, defective or partial delivery shall entitle the Buyer to refuse the goods without any compensation being due by the Buyer and without prejudice to its right to claim damages from the Seller. In such a case, the Seller shall be in default by operation of law and without prior notice of default, by the mere expiry of the delivery term. The Buyer may then have the agreement rescinded, and if a penalty for late delivery was stipulated in the order form, the stipulated amounts shall become immediately due and payable without further notice of default.

### **9. Title and risk transfer**

Title and risk of the goods shall pass to the Buyer upon delivery of the goods to the delivery address specified in the order form, and insofar as the Buyer has had the opportunity to inspect the delivered goods immediately. If the Buyer has not had the opportunity to inspect the goods immediately, the right of ownership and the risks shall only be transferred after the Buyer has inspected the goods. The Seller shall be deemed to have sufficiently insured the goods during transport. Under no circumstances shall the risk of damage or loss or destruction of the goods pass to Buyer before the goods are delivered to the delivery address and accepted by the Buyer.

### **10. Price**

Except if otherwise stipulated on the order form, prices are global, firm and non-revisable. The price is the one stipulated on the order form or order confirmation. The price covers all contractual obligations arising from the different components of the order. Unless otherwise specified in the order form or the invoice, the prices shall cover the goods, the costs of packaging and carriage paid delivery of the goods to the delivery address indicated in the order form, and shall include the costs of unloading, transport and insurance. The Belgian VAT regime shall apply.

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### 11. Invoices

Invoices must be in accordance with the instructions stated in the order and shall not be sent before the goods have been delivered and/or the services have been provided, unless otherwise stated in the order form. Invoices shall mention the reference on the Buyer's order form. Invoices that do not carry the reference on the order form shall not be accepted and shall be returned.

#### A) Payments

Invoices are payable within 60 days from the date the Buyer receives the invoice or from the time the goods or services are received (if the Buyer receives the invoice before the goods/services). Invoices must always be sent for the attention of Buyer's accounts department. Delivery of the invoice on collection of the goods by the Buyer is not valid. In the event of late payment, interest on arrears may be charged by the Seller. Interest on arrears shall not exceed the legal interest rate. If default interest is payable pursuant to this Article, the outstanding amount shall be increased, ipso jure and without notice of default, by a fixed charge of 40 Euros for the Seller's collection costs.

#### B) Claims

Claims by the Seller against the Buyer arising from our orders cannot be transferred to third parties without our written consent.

### 12. Acceptance

Tacit acceptance of invoices shall not in itself have any conclusive evidential value, even after full or partial payment of the invoice.

### 13. Counterfeit and industrial property rights

The Seller shall indemnify the Buyer against any action for counterfeiting or infringement of industrial property rights (patents, trademarks or other protected rights in connection with the design, manufacture or sale) relating to the goods or services provided, and shall indemnify the Buyer against all damages and any other adverse consequences (including, without limitation, compensations, expenses and legal fees) arising from such action.

### 14. Registration

Insofar as the order concerns contracting work, the co-contracting party declares to be registered in accordance with the legal requirements.

Orders for goods, services or work that may affect our several liability for the payment of taxes and social security contributions, pursuant to Article 299bis of the Income Tax Code and Article 30bis of the Act of 27 June 1969 on the social security of workers, are placed under the express resolute condition of the co-contracting party's official registration as a contractor. If the co-contracting party is unable to submit satisfactory proof of its official registration as a contractor, all payments to the co-contracting party will be subject to the required statutory deductions.

### 15. Subcontracting and transfer

The Seller shall not transfer any right under this contract, or subcontract the services or work ordered to a third party, be it in whole or in part, without the prior consent of **Entity Name**.

### 16. Legal provisions/regulations

The Seller warrants that it shall at all times comply with all statutory or other provisions/regulations relating to the goods supplied and/or services or work carried out. These shall include, without limitation, provisions regarding the classification, packaging and labelling of products and agents with hazardous properties, transport, securing of loads and storage of goods, product safety, product liability and productivity, safety and hygiene, as well as those prescribed by the General Regulations for Labour Protection, and any additional statutory requirements. Where necessary, our Sellers shall, in accordance with Article 54quater 3.2. of the Royal Decree of 20 June 1975, hand over a signed document to demonstrate compliance with the safety and hygiene requirements, at the time of delivery.

### 17. Force Majeure

If a case of force majeure arises on the part of the Buyer or Seller, the Buyer or Seller may suspend its obligations under the agreement to the extent and for the duration of such force majeure.

The Parties shall notify each other in writing of any situation of force majeure and the estimated duration thereof.

In the event of force majeure on the part of Buyer, the Seller shall not be entitled to rescind the contract, unless specifically authorised by the Buyer.

### 18. Taxes and duties

Unless otherwise specified by law, all present and/or future taxes and duties shall be borne by the Seller.

### 19. Cancellation and termination

The Buyer shall be entitled to terminate the contract formed upon acceptance of the order, in whole or in part, without prior notice of default, period of notice or severance payment, and/or without prejudice to its right to claim damages, if

- a) the Seller acts in a manner that is substantially contrary to the contract existing between itself and the Buyer, or causes prejudice to the Buyer by performing or omitting to perform any legal or actual act.
- b) the Seller is declared bankrupt, is granted suspension of payment or is placed in receivership.
- c) the Seller's goods or assets are seized or the Seller's business is dissolved or liquidated.

### 20. Repair and replacement

If the goods delivered do not comply with the order form and the specifications defined by the Buyer, are of poor quality, damaged or defective or have a manufacturing or assembly defect, the Seller will promptly replace or repair the goods at its own expense, without prejudice to the Buyer's right to claim damages from the Seller for assembly, disassembly, transport, etc. Where applicable, the Buyer reserves the right to have the contract executed by a third party at the Seller's expense without prior notice of default and without judicial authorisation, or to terminate the contract without the Seller being able to claim any compensation. In addition, the Seller shall indemnify the Buyer against all claims and damages, including those caused to third parties, resulting from a visible or hidden defect in the goods supplied. If the Seller does not remedy the defect in a timely or appropriate manner, or if the remedy of the defect cannot be delayed any longer, the Buyer may, in accordance with the principles of due diligence

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and after having informed the Seller in writing, carry out or commission the necessary repairs and/or replacements at the Seller's expense.

**21. Invalidity**

Any invalidity of one or more provisions of these Conditions shall not affect the validity of the remaining provisions. Any amendment, limitation or addition shall only be valid if - and after - it has been expressly approved in writing by the other Party. Any deviations shall only be valid for the order for which they were agreed.

**22. Applicable law**

The General Conditions of Purchase and the orders and agreements between the Parties shall be governed by Belgian law, to the exclusion of the Vienna Sales Convention (CISG).

**23. Competent courts**

For all disputes arising in connection with these General Conditions of Purchase, the courts of the judicial district of **(naar keuze, eventueel van de hoofdzetel)** shall have exclusive jurisdiction.

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### Safety terms and conditions of purchase

1. The Seller accepts the correctness and practicability of the given specifications.
2. The goods must comply with the applicable Flemish, Belgian and European laws, regulations, directives and standards on safety, hygiene, working conditions (including ARAB, CODEX, AREI, ADR, REACH, etc.) and the environment (including VLAREM, where applicable BIM, AMINAL).
3. Machines must comply with the 'Machinery Directive' (Royal Decree of 12 August 2008) (Directives EEC 89/392, 91/368, 93/44, 93/68 and amendments)  
The appliance is CE-marked.  
The EC declaration of conformity is included.
4. Work equipment meets the conditions laid down in the appendix to the Royal Decree 'Work equipment'.  
Codex 28 APR 2017 BOOK IV, Titles 1 & 2  
If applicable, a document shall be issued upon delivery in which the Seller justifies compliance with the safety and hygiene requirements formulated at the time of order.
5. Personal protective equipment meets the requirements of Codex BOOK IX, Title 2 (Directives EEC 89/686, 93/68, 93/95, 96/58 and amendments)  
Each personal protective equipment has CE-marking.  
The declaration of conformity is included.
6. Electrical and electronic equipment comply with EMC directives (89/336/EEC and amendments).
7. Any additional safety requirements included in this order are met.
  - Dutch language markings on machines
  - Risk analysis/statement of residual risks
  - Which PPE to use
8. Costs incurred as a result of adaptations, that are necessary in order with the legislation, shall be borne by the Seller
9. To be delivered with the goods, where applicable:
  - Spare parts list, plans and diagrams
  - Maintenance instructions
  - Operating instructions

All documents to be established in the Dutch language.