

DE ZEEMAN PRO NV – GENERAL CONDITIONS OF PURCHASE

1. Applicability of General Conditions

1.1 Any supplier who supplies goods or services or executes work in favour of De Zeeman Pro NV (hereinafter “De Zeeman”), shall accept the application of these conditions to the exclusion of his standard conditions. The supply or execution proves this acceptance without any reservation.

1.2 In case of contradictions the following shall prevail successively: the order, these conditions of purchase, the request for a tender and the tender.

1.3 No other terms and conditions that may be referred to in the tenders of the supplier or his representatives, the exchange of letters, the conditions of sale or other documents of the supplier shall apply, even if these have not been explicitly rejected by De Zeeman.

1.4 Any provision of the tender or these general conditions which is finally determined to be invalid or unenforceable in any jurisdiction shall be ineffective only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable the remaining provisions. Any invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. Any invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

2. Requests for Tender, Tenders and Orders

2.1 All requests for a tender made by De Zeeman are without commitment, notwithstanding any provision to the contrary.

2.2 Tenders made by suppliers are valid for at least three months. They must be definite, detailed and complete and must contain everything which is required for the full supply, in working order, of the goods, services or works offered. The tender is free of charge for De Zeeman.

2.3 Orders may only be made in writing.

3. Delivery

3.1 The final date for delivery indicated on the order form must be strictly applied and has a binding force for the supplier, except if the provision as described in Article 11 (force majeure) is applicable. If, on the date indicated, De Zeeman has not received the goods ordered and/or the services have not yet been performed,

it is entitled to immediately terminate the contract without any termination indemnity vis-à-vis the supplier; in that case, the supplier must compensate all damages sustained by De Zeeman as a result of this.

3.2 De Zeeman cannot be held to accept a partial delivery, unless expressly provided in the contract.

3.3 The place of delivery shall be the place mentioned on the order form. If no specific place is mentioned, delivery may only be made to De Zeeman's registered office.

3.4 Each legitimate delivery of goods shall require a dated shipment note containing the following information :

- number and date of De Zeeman's order as well as the order references;
- the number of items delivered, the weight and description of the articles ordered;
- number of items per pack or package;
- the indication "partial delivery" if the order is not fully executed;
- the indication "balance" with the last partial delivery;
- the time of delivery of back orders.

3.5 The signing of a delivery note or similar document implies no acceptance of the supplier's general conditions.

4. Prices

4.1 Unless explicitly provided to the contrary, the agreed price includes all costs, including transport costs, up to and including delivery (for equipment: up to and including installation at the location indicated, as well as delivery of the necessary devices and/or appropriate tools required for functional use and maintenance).

4.2 If, due to any act or failure on the part of the supplier, VAT is incorrectly charged or omitted, the supplier shall be fully liable. In this respect, the supplier shall indemnify De Zeeman against all related claims made by third parties.

4.3 Price changes can only be applied with De Zeeman's explicit and prior written consent.

5. Invoices

5.1 Invoices shall be sent separately to De Zeeman. The invoice shall refer to deliveries relating to a single order form.

5.2 If the invoice does not contain the aforementioned information, De Zeeman reserves

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the right to return the invoice to the supplier. In that case, the period for payment mentioned under article 8 shall only commence at the time the invoice which complies with the specifications mentioned above, is received.

5.3 The invoice will adopt the reference of the order and shall be sent to (unless requested otherwise by De Zeeman):

De Zeeman Pro NV
Steenhoevestraat 4
B-2800 Mechelen, Belgium
VAT BE 0452.343.563

6. Guarantee

6.1 The supplier guarantees that the goods are fully operational and free from any visible and latent defects. He guarantees that all legally required documents which must accompany delivery of the goods or services will always be provided. He declares that the goods and/or services comply with what is provided in this agreement, with the normal requirements of practicability (capacity), reliability and service life (undisturbed operation), with the legal standards and/or regulations for quality, safety, environment and hygiene and with the catalogues, advertisements and advertising material used in this respect. Noncompliance with these data shall hereinafter be called a "defect".

6.2 The supplier and his sub-contractors guarantee that spare parts can be delivered during the technical service life of the goods.

6.3 If the goods or services show a defect, De Zeeman has the option between their replacement by others of the same type and kind, the refund of all or a part of the price in proportion to the defect, and cancellation of the contract. In all these cases, De Zeeman shall have the right to compensation for all the damage caused by this defect, including currency exchange losses, loss of interest, cleanup costs, loss of profit and loss of use.

6.4 The signing of a delivery note or similar document cannot constitute any acceptance or acknowledgement of the condition of the goods, nor can it constitute the acceptance of any visible defects.

7. Liability

7.1 The supplier shall compensate for each damage caused by himself or by persons appointed by him, or by his agents or by persons appointed by these agents, as a result or on the occasion of the execution of the order.

7.2 The supplier shall hold harmless and indemnify De Zeeman from claims of third parties, for example but not exclusive, for damage caused by the end product which is due to a defect in the goods sold by the supplier to De Zeeman.

7.3 De Zeeman shall not be liable for loss or damage of any of the supplier's appliances, objects or materials.

8. Payment

8.1 The price, as stipulated in article 4, must be paid by De Zeeman thirty (30) calendar days after the end of the month after the legally valid delivery and receipt of the necessary documents. The date of payment shall be the day the instruction for payment is given to the financial institution.

8.2 De Zeeman reserves the right to choose the way in which it wants to pay. Discount, bank costs, taxes and charges, regardless of their nature, shall be borne by the supplier.

8.3 If the delivery is incorrect or defective, the term of payment is extended by law until full performance or acceptance of compensation for damages. Deferred payment on these grounds can never entitle the supplier to any interest or compensation.

8.4 In the event of non-payment within thirty (30) calendar days without any valid reason only the interest can be added, starting from the mailing of a registered summons to pay by the supplier. This interest will be determined on the basis of the following rate of interest: the 3-month interbank rate (EURIBOR) on the day of the formal notice, with an addition of 2%. The supplier will not be entitled to apply any indemnity clause or charge any kind of recovery cost.

9. Ownership and Risk

9.1 From the moment the agreement is final, De Zeeman becomes the owner of the goods sold.

9.2 As long as the goods and services are not delivered, all risks as a result of loss or damages due to any cause whatsoever shall be borne by the supplier. The cost of and control on the maintenance of goods are at the supplier's expense.

9.3 Goods are always transported at the supplier's risk. Unless otherwise agreed, all transportation is done by application of DDP (Delivered Duty Paid) (in accordance with the latest version of the Incoterms as issued by the International Chamber of Commerce) at the registered office of De Zeeman.

10. Termination

10.1 If the supplier fails to meet one of its obligations, or in the event of the incapacity, bankruptcy, insolvency, protest, seizure, death, cessation of payments, application for a payment moratorium, amicable or compulsory composition or any other event demonstrating financial difficulties on the part of the supplier, De Zeeman has the right to consider every agreement with the supplier – whether or not partially executed – cancelled by law by the mere occurrence of one of the above events, as well as to claim back the funds already transferred, without prejudice to its right to claim compensation costs, damages and interest.

10.2 De Zeeman may at all times give notice of unilateral rescission of the agreement, provided it indemnifies the supplier for what has already been supplied or executed and for the reasonable cancellation costs which are evidenced by the supplier. Loss of income shall not be compensated.

11. Force majeure

Within 2 days after the occurrence of Force Majeure (“Force Majeure” shall mean all facts and circumstances outside the control of the parties, including inter alia war, terrorist attack, natural circumstances, strike or lock-out, fire, flood, governmental restrictions and/or actions like expropriation, embargo or bans on imports or exports, shortage of means of transport, general scarcity of raw materials or goods, and restrictions on the use of energy) that renders delivery or timely delivery impossible, the affected party must inform the other party of this occurrence in writing. In this case, De Zeeman has the option to consider the contract as terminated and to claim repayment of all sums already paid or to grant deferment of delivery.

12. Law – settlement of disputes

12.1 The conditions of purchase are governed by Belgian law under exclusion of the United Nations Convention on contracts for the international sale of goods (CISG), signed in Vienna on 11 April 1980.

12.2 In the event of dispute the courts of Mechelen (Belgium) have exclusive jurisdiction.