

Magotteaux
General Purchasing Conditions

1. Definitions

In these General Purchasing Conditions, the following terms are defined as follows:

Conditions	These General Purchasing Conditions.
Purchaser	Magotteaux International S.A., or any of Magotteaux Group's company.
Supplier	the natural or legal person with whom the Purchaser has entered into the Agreement
Agreement	the agreement between the Purchaser and the Supplier which has been concluded on the basis of the Conditions.
Goods	the goods and/or services which must be provided by the Supplier, as described in the Agreement.
Supply	the works and/or deliveries and/or services and/or Goods to be carried out by the Supplier in accordance with the Agreement.

2. Applicability of the Conditions

- 2.1. The Conditions shall apply to all request for quotation, tender and all Agreements between the Purchaser and the Supplier.
- 2.2. Apart from these Conditions, no other conditions and/or stipulations, including general sales terms and conditions, will apply to the Agreement, other than the ones mentioned in the Agreement.
- 2.3. If any conflict arises between provisions of the Conditions and of the Agreement, those in the Agreement shall prevail.

3. The Agreement

- 3.1. The Agreement must be signed and confirmed by the Purchaser.
- 3.2. Any verbal agreement is invalid, unless confirmed in writing by the Purchaser.

4. Drawings, technical specifications and data

- 4.1. The Supplier is liable for compliance with the drawings and the technical specifications and data. The Supplier shall not deviate from the drawings, technical specifications and data provided by the Purchaser, nor shall he make any amendments to them without the prior written consent of the Purchaser. Drawings, technical specifications and data provided by the Purchaser to the Supplier shall not be used or disclosed by the Supplier for any reason whatsoever other than the performance of the Agreement. The Purchaser remains the sole owner of the drawings, the technical specifications and data provided by him to the Supplier.
- 4.2. The Supplier may provide the Purchaser with drawings, technical specifications and data for approval. The approval does not release the Supplier in any way from his obligations under the Agreement.

5. Inspection and testing

- 5.1. The Supplier is liable for carrying out all necessary and useful inspections and testing, and provide the inspections and tests certificates.
- 5.2. Notwithstanding the preceding, the Purchaser shall be entitled with a right of inspection and testing on Goods and or Supply at any time during the processing, manufacturing or storage prior to delivery.
- 5.3. The inspections and testing by the Purchaser shall not release the Supplier of his obligations under the Agreement, including full and correct performance.
- 5.4. If, at any time, it appears that the Goods and/or Supply or part thereof are not in accordance with the Agreement, the Purchaser is entitled to terminate the Agreement.

6. Quality and compliance

- 6.1. The Supplier shall provide the Purchaser with a certificate of conformity upon delivery of Goods and/or Supply.
- 6.2. With regard to quantity, quality and description, the Goods and/or Supply shall:
 - 6.2.1. Be in accordance with the Agreement.
 - 6.2.2. Be made in compliance with all rules of art.
 - 6.2.3. Be made of a sound material and well-constructed.
 - 6.2.4. Be equal in all aspects to the sample(s), model(s), specification(s) or description(s) provided or supplied by the Purchaser and/or the Supplier, as per the Agreement.
 - 6.2.5. Be able to deliver the performances for which the Goods and/or Supply are intended.
 - 6.2.6. Comply with all drawings, technical specifications, descriptions and data, as well as with all standards, laws and regulations.

7. Delivery

- 7.1. The location and terms and conditions of the delivery are indicated by the Purchaser in the Agreement by applying the appropriate Incoterm.
- 7.2. The Supplier guarantees the timely delivery of the Goods and/or Supply to Purchaser. If and when the Supplier becomes aware of the fact that the delivery will not be on time, he shall immediately notify the Purchaser. This notification does not release the Supplier of the obligations to comply with his obligations of on-time delivery. If the obligations of delivery are not met, the Purchaser shall be entitled to terminate the Agreement.
- 7.3. If the delivery is late, the penalty agreed upon in the Agreement will apply to the Supplier. If the Agreement does not provide for a specific penalty, the liquidated damages shall be payable at a rate of 1% of the price for each completed week of delay, with an aggregate maximum of 7.5%.
- 7.4. For deliveries in the Purchaser's premises, the Supplier and its personnel shall comply with all applicable Purchaser's internal and safety rules.

8. Transfer of Title

- 8.1. The legal title to ownership of the Goods and/or Supply to be manufactured under the Agreement is transferred to the Purchaser as soon as the Supplier starts to process the Goods and/or Supply, has obtained them from third parties, or has manufactured them, whichever is the earlier.
- 8.2. The Supplier shall keep, individualize and mark these Goods and/or Supply as being the property of the Purchaser. Such a transfer of title does not constitute approval of the Goods and/or Supply and the Supplier shall remain liable for any loss or damage to the Goods and/or Supply.
- 8.3. The risk of loss of or damage to the Goods and/or Supply shall be transferred in accordance with the applicable Incoterm designated in the Agreement.

9. Price and Payment

- 9.1. All prices are firm and fixed. They exclude VAT but include delivery of the Goods and/or Supply, and packaging.
- 9.2. The invoice shall be sent to the Financial Department of the Purchaser.
- 9.3. The invoice shall include all necessary references to the Agreement, including the name of the contact person.
- 9.4. If the Supplier has fulfilled his obligations under the Agreement, the Supplier shall invoice the agreed price to Purchaser, unless otherwise agreed in writing in the Agreement.
- 9.5. Payment of the invoice shall be executed within 90 days of receipt of correct and undisputed invoice.
- 9.6. The Purchaser is entitled to offset any payments, costs, damage and/or interest which are owed by the Supplier to Purchaser.

10. Guarantee

- 10.1. The Supplier guarantees anytime that the Goods and/or Supply shall be correct and sound.
- 10.2. This guarantee shall valid for a minimum of 24 months for machines and equipment and 12 months for other goods or supply. The guarantee starts upon commissioning of the Good and/or Supply.
- 10.3. The Supplier shall rectify, repair or replace any defective Good and/or Supply, or any Good and/or Supply which is not correct and sound or compliant with the drawings, technical specifications, data, or description, including any dismantling and re-installation, all for the risks and costs of the Supplier. The rectified Good and/or Supply is guaranteed with the same conditions as the originals.
- 10.4. If the Supplier does not rectify the errors or defects, the Purchaser shall be entitled to do all that is necessary or to have third parties do all that is necessary to rectify the errors or defects at the risks and costs of the Supplier, and to charge the Supplier for any cost.

11. Liability and Insurance

- 11.1. The Supplier is liable for all damages or personal injury of any nature which is caused by the non-fulfilment of his obligations or by his acts or omissions, including defective Good or Supply, regardless of whether this has occurred as a result of his negligence. The liability also extends to damage caused by exceeding the delivery time, damages to goods, trading loss and other damages which arise for the Purchaser.
- 11.2. The Supplier shall conclude and maintain adequate liability insurance coverage to the benefice of Purchaser and shall provide the Purchaser with certificates of insurance upon request.

12. Confidentiality

- 12.1. The Supplier shall not reproduce, disclose, make public or use, and shall keep in confidence any and all information he receives from the Purchaser. Information contained herein shall include all information, know-how, data, technical reports, drawings and any oral information confirmed in writing as being confidential.
- 12.2. This obligation shall cease 5 years after the completion of the Agreement.

13. Intellectual Property

- 13.1. Goods and/or Supplies and procedures which the Supplier has developed in cooperation with or by order of the Purchaser, are exclusively accrued to the Purchaser and cannot be provided to third parties without the written approval of the Purchaser.
- 13.2. The Supplier indemnifies the Purchaser against all claims which are made against the Purchaser with respect to infringement of third parties intellectual property rights.

14. Breach of Contract

- 14.1. If the Supplier is in breach of any obligation under the Agreement, the Purchaser shall issue a notice of default to the Supplier. The Supplier shall rectify such breach within 7 calendar days.
- 14.2. If the Supplier fails to remedy the breach, the Purchaser shall be entitled to terminate the Agreement in full or in part without prejudice to any other legal rights.
- 14.3. Either Party may terminate the Agreement without judicial intervention if, and as soon as, the other party offers to make a voluntary petition in bankruptcy, submits an application for a moratorium on payments, or is declared bankrupt.
- 14.4. If this Agreement is terminated by the Purchaser, the Purchaser is entitled to finalise the Agreement at the expense and risk of the Supplier, without prejudice to the Purchaser's right to claim for compensation.

15. Applicable Law and Disputes

- 15.1. These Conditions and the Agreement(s) are governed by the Law of the country of the Purchaser.

15.2. In case of a dispute, the most diligent party may file a suit to the exclusively competent Courts of the country of the Purchaser.
