

## TERMS & CONDITIONS OF PURCHASE

The term 'buyer' refers to Contec BV.

The term 'seller' refers to the supplier, regardless the nature of his commitment, which can, for example, consist out of delivery of merchandise, as well as the performance of services or the contracting of work.

- A ORDER**  
The official order is only valid if it has been prepared based on a purchase order, provided with the authorized signature. All orders are subject to the current terms & conditions of purchase, unless the buyer would have expressly authorized a deviation thereto in written. In case the seller invokes his general sales conditions, the buyer will have the right to consider his order as non-existing, without any implication concerning this, even if the delivery has already been executed.
- B ORDER ACCEPTANCE**  
The acceptance of the order occurs only by means of the form of the buyer and needs to be confirmed to the buyer within fourteen days, counting from the day the order was sent. The execution of the order also includes the acceptance of the order by the seller, plainly and without any reservations to the general terms and conditions, as well as to the special conditions mentioned in the order.
- C PRICE**  
Unless agreed otherwise, the price of the seller needs to be calculated before the actual time of delivery of properly packed and protected material.  
- all expenses of pick-up and delivery to and from the location indicated by the buyer are at the expense of the seller.  
- except in the case of separate goods, the packing and/or the equipment, must display the references as mentioned in the order, to make the identification at the reception possible.  
- all packing becomes property of the buyer without the seller having the right to claim a counter value, in case of a different stipulation in this regard, the packing will be sent back at the expense and the risk of the seller.
- D DELIVERY**  
The delivery conditions and modalities are determined by the last edition of the INCOTERMS. The seller is legally committed to the execution of the complete delivery of the order within the set terms and deadlines and at the location indicated by the buyer. No changes may be made to the terms and specifications without prior and written authorization from the buyer. In case the seller does not meet the obligations of the previous paragraph, the buyer may, to his own consent, consider his order fully or partially cancelled. Furthermore, the buyer may, after having announced his decision to the seller by way of registered mail, place his order with one or multiple other suppliers and this at the expense and risk of the seller. The stipulations of the previous paragraph do not diminish in any way the rights of the buyer to claim damage compensations from the seller. The damage compensations will be legally deducted from the amounts which are owed to the seller. In case of an entire cancellation of the order, the already deposited amounts will be repaid to the buyer within eight days. The deliveries must always be in compliance with the laws and regulations applicable in Belgium with regard to the environment, safety, hygiene, among others, CODEX. Certificates, as for the present case, must be sent at the same time as the delivered goods, along with the notification of the order number, to the purchasing department of Contec BV, Noorderlaan 125, 2030 Antwerp 3, Belgium.
- E ORDER CANCELLATION BY THE BUYER**  
In the case the buyer one-sidedly decides to cancel the order, the seller has to stop the execution thereof immediately. The eventual severances will be the subject of a separate agreement. The buyer has the right, when provided a written notification, to cancel the present order immediately without notice or compensation in case the seller is bankrupt or in a state of insolvency, or is subject of a procedure judicial reorganization.
- F ACCEPTANCE OF DELIVERY**  
The acceptance of deliveries will only take place after the buyer has, at the location of the delivery, been able to assure that the delivery is within conformity to the purchase order. A conditional reception is not valid as acceptance. Regarding the weight, only the weighing executed by the buyer will be taken into consideration. The seller shall be obligated to take back the non-accepted goods at his risk and expense. For purchases abroad, barring contradictory stipulations, the buyer must be supplied with the required documents needed to obtain licenses for the purpose of road-toll transactions and the transportation in the required format.
- G INVOICING AND PAYMENT**  
The invoices must display the number and the reference of the purchase order and be prepared in the same currency as the purchase order. Unless agreed otherwise, payments are made 60 calendar days after receipt of the invoice. The due date of the debit of the account of the buyer applies as payment date.
- H LICENSES**  
The seller assures the buyer, with respect to the present order, exemption from any third party liabilities in regards to any complaints in relation to violations of licenses.
- I CONFIDENTIALITY CLAUSE**  
All forwarded documents and notifications need to be treated strictly confidential.
- J WARRANTY**  
Unless agreed otherwise, all materials and equipment which are used, in accordance with the conditions determined in the order, must be under warranty for all manner of defaults and abnormal wear and tear, for a period of twelve months counting from the day of acceptance.
- K COMPETENT COURT**  
Any disputes arising between the parties will be settled by the courts of Antwerp.