

## **General terms of purchase**

### **1. GENERAL CONDITIONS**

- 1.1 These General Terms of Purchase apply for the entire CULOBEL group, further on called CULOBEL, and referring to following companies:
- CULOBEL nv –Hekkestraat 16 – 9308 Hofstade – Belgium
  - CULOBEL assembly nv – Hekkestraat 16 – 9308 Hofstade – Belgium
  - PV-czech sro – Snozina 400 - 739 11 Frýdlant nad Ostravicí –Czech Republic
  - PV-czech assembly sro - Snozina 400 - 739 11 Frýdlant nad Ostravicí –Czech Republic
- 1.2 These conditions apply to all purchases done by CULOBEL, unless otherwise specified, and agreed upon by both parties, and in writing.
- 1.3 By accepting an order, the vendor accepts these terms unconditionally. No matter if these terms are communicated formally, or not, or in another language as the vendors native language.
- 1.4 The vendor particularly renounces all contradictory terms in his own terms of sales, even if they claim to be the only ones to be valid, or if they are communicated formally, or informally (through order-confirmations, invoices...) after these terms.
- 1.5 Parties agree that English will be used as contractual language

### **2. ESTABLISHMENT OF THE AGREEMENT**

- 2.1 The agreement can only be established by the unconditionally acceptance of the CULOBEL order/call-off. The order/call-off is considered accepted:
- o Without written remarks of the vendor within two working days after the initiation of the order/call-off
  - o At the receipt of the written acceptance of the order by the vendor within the two working days after initiation of the order/call-off
  - o At the written acceptance from CULOBEL of any written remarks or changes done by the vendor within the two working days after order/call-off release
- 2.2 For continuous deliveries a call-off system may be installed: This system will contain:
- o An official written contract, indicating the prices, validity period, specific technical, logistical and commercial terms
  - o A periodically released call-off schedule indicating fixed orders, and forecasts. The fixed orders are guaranteed to be called off, whereas the forecasts are only released for planning purposes. The fixed call-off orders should be treated as an order. The conditions of these terms, the call-off-contract and notes upon the schedule are all part of the purchasing-conditions.
- 2.3 Every order, call-off or contract should carry the signature of a CULOBEL–director. All forecasts, orders, call-off schedules...etc without this signature may not be validated afterwards.

### **3. DELIVERIES**

- 3.1 All deliveries to CULOBEL must be executed upon a DDP basis by the vendor, unless otherwise specifically accepted by CULOBEL
- 3.2 Our orders/call-off schedules contain the description of the goods to be delivered, the quantities, the due dates. Orders also indicate the prices. In case of call-off, the prices will be indicated upon the general call-off contract.
- 3.3 The vendor accepts the responsibility to deliver the goods in the right quantities at the exact time.
- 3.4 Should the vendor fail to deliver according to the order/call-off, the vendor is to inform CULOBEL immediately and at the latest two working days before the delivery date. In that case, vendor and CULOBEL shall negotiate what will happen with the referred delivery.

- 3.5 Without any consideration of art. 3.3, CULOBEL maintains the right to send back –at vendors' costs- any non-conforming deliveries, regardless whether the non-conformity means deviating quality, deviating quantity, early- or late deliveries.
- 3.6 CULOBEL considers a delivery "in time":
- o When ordered upon day-basis: At the required delivery date, and up to 5 working days before the set delivery date.
  - o When ordered upon week-basis: Within the required week of delivery.
- 3.7 Except for steel coils, all ordered items should be delivered in the right amount. All deviations are considered non-conforming.
- 3.8 As for steel- and stainless steel-coils we accept following fluctuations with the delivered amounts (tons):
- Delivery of 0 to 1,5 tons: 0/+40%
  - Delivery of 1,5 tons and more: 0/+20%
- 3.9 The vendor is responsible for any failure to meet any requirement of the order. Without any consideration of art 3.3, CULOBEL maintains the right to charge the real costs, suffered through non-delivery or partial delivery at the required time, or in the required quantity, without holding the vendor liable in a juridical way.

#### **4. GUARANTEE**

- 4.1 The vendor guarantees the quality of the delivered goods, according to the order, and/or technical requirements, as well as its fitness for use.
- 4.2 The vendor shall not change anything within the process, without notifying CULOBEL.
- 4.3 The vendor is responsible for any failure to meet any requirement of the order. Without any consideration of art 3.3, CULOBEL maintains the right to charge the real costs, suffered through delivery of ill-quality, loss of production through ill-quality, and any other damage directly caused through the ill-quality without holding the vendor liable in a juridical way.
- 4.4 If the delivered goods are of ill-quality, it is CULOBEL's choice, to require from the vendor to replace the goods immediately, to repair the failure, or to give a financial compensation for the defects. Apart from that, the vendor will be held responsible for all the consequences of any defects on his products, independently whether they are visible or hidden; all costs are at charge of the vendor.
- 4.5 The vendor is expected to know and understand CULOBEL's technologies; should the vendor deliver goods that may not fulfil the requirements, the vendor may be held responsible.
- 4.6 The vendor accepts responsibility over its goods, independently of the phase they are in. As CULOBEL goes out from zero-defect, all failures may at any time be detected; at that moment the vendor will be held responsible for the material, and all further operations, and all production-delays.
- 4.7 In case of doubt, the vendor will provide CULOBEL with all the necessary information to make an appropriate judgement.
- 4.8 If a third party claims compensation because of failures of the from vendor's delivered goods, the vendor shall voluntarily interfere to provide CULOBEL with all the required information.

#### **5. PACKAGING AND DOCUMENTS**

- 5.1 The vendor shall deliver to CULOBEL according to the technical and/or packaging instructions.
- 5.2 At all times it is the vendors responsibility to foresee an appropriate packaging, which allows flawless transportation and storage under normal conditions.
- 5.3 All deliveries should be accompanied with appropriate documents. Apart from legally required documents, for every delivery a sending note should be provided, indicating at least the description, the delivered amount, the CULOBEL-number & the CULOBEL order-number.
- 5.4 Whenever required, material certificates should be available at the moment of delivery of goods. Material certificates are undividable part of the delivered goods. When missing, the delivery will be regarded as non-conforming, and treated as such.

## 6. TERMS OF PAYMENT

- 6.1 CULOBEL pays at 60 days end of month after acceptance of goods or –3% within 10 working days. Payments can never be done without appropriate invoice.
- 6.2 The vendor shall indicate all the required information upon his invoice: description, CULOBEL-number, ordered quantity, delivered quantity, unit price, CULOBEL order-number & -date, delivery date. The completeness of the invoice is part of the quality-assets of the delivered goods.
- 6.3 If the invoice does not indicate the required data, CULOBEL will not pay at the indicated period without any notification to the vendor. Only after rectification, the payment term starts.
- 6.4 The payment-term only starts after receipt of the ordered goods: the exact amount, at the right time, and with the right documents; if anything fails the term will only start after a full settlement between CULOBEL and vendor.
- 6.5 For deliveries that are done before the ordered delivery date, the payment-term starts at the ordered delivery day, or at the last day of the ordered delivery period (e.g. When a delivery-week has been indicated).
- 6.6 At all means, and without consideration of article 6.4 & 6.5, payment-term cannot commence before the reception date of the invoice.

## 7. CONFIDENTIALITY

- 7.1 As CULOBEL maintains openness towards both customers and vendors, we require a confidentiality from all our business-partners. Vendor is never allowed to share any non-public information (everything that was not published within folders, web-sites, letters ..etc, such as – but not limited to- customer-names, production means, technology-breakthroughs..) to a third party. No matter if this party is affiliated in any way to vendor or if this party is also in relationship with CULOBEL.
- 7.2 At no time, vendor may disclose to whatever third party any information regarding its business-relationship with CULOBEL, such as prices, ordered and forecasted volumes, payment terms, or any other information of commercial or financial nature, even if the party is also in relation-ship with CULOBEL, affiliated to the vendor, or even buying or negotiating the same products at vendor.
- 7.3 In case vendor believes it to be necessary to disclose any information as described above, it should obtain written permission from CULOBEL before doing so.
- 7.4 In case of breach of art. 7.1 or 7.2 by vendor, CULOBEL will hold vendor liable for all harm and damage that this infringement has caused, whether direct or indirect, immediately or potentially and from any nature (commercial, technical, financial...)
- 7.5 On top of clause 7.4, in case of suspicion of breach of art 7.1 or 7.2, CULOBEL claims the right to terminate the relationship with vendor at once, without any indemnification for the vendor.

## 8. ACT OF GOD

If any of both parties faces an Act of God , such as strikes, lock-out, fire, inundation, earth-quakes, and all other non-mentioned items, both parties may partially, or fully cancel the order without any further obligation towards the other party.

## 9. EXPLICIT DENUNCIATION

In case of settlement, resolution, concordat or bankruptcy of the vendor, or whatever situation that brings the financial situation of the vendor into danger, CULOBEL takes the right to end the agreement immediately, without any compensation.

## 10. LAW

- 10.1 Only the Belgian law is valid
- 10.2 Every conflict will be settled before the court of justice of Aalst -Belgium