

Vynova Belgium NV General Terms & Conditions of Purchase

1. DEFINITIONS

- 1.1. **Goods** shall mean the design, services, materials, products and/or equipment and all pertaining documents to be supplied as specified in the Purchase Order and any part or component thereof and incorporated therein.
- 1.2. **Purchaser** shall mean the corporation or the company which issues the Purchase Order. The words Buyer, Company and Owner which may be used elsewhere in the Purchase Order shall have the same meaning as Purchaser.
- 1.3. **Supplier** shall mean the person, corporation, or company, identified in the Purchase Order as the Supplier of the Goods. The words Vendor, Seller and Successful Bidder which may be used elsewhere in the Purchase Order shall have the same meaning as Supplier.
- 1.4. **Sub supplier** shall mean any person, corporation, or company, other than Purchaser, having a contract with Supplier for the supply of the Goods or a part of the Goods. The words Sub vendor and Subcontractor which may be used elsewhere in the Purchase Order shall have the same meaning as Sub supplier.
- 1.5. **Purchase Order** shall mean the Order or Purchase Order issued by Purchaser, or by others for and on behalf of Purchaser, and all the specifications, drawings and documents explicitly listed therein as an attachment to the Purchase Order.

2. AGREEMENT

- 2.1. The Purchase Order is binding for Purchaser if it has been given or confirmed by Purchaser in writing. For the purpose of this Article 2.1., an email sent by Purchaser with read receipt will be considered as a valid confirmation.
- 2.2. Supplier is deemed to have accepted the Purchase Order upon returning a Purchase Order confirmation or if he has commenced with the execution of the Purchase Order.
- 2.3. Purchase Order confirmations which contain modifications or deviations to the conditions of the Purchase Order are only binding if accepted in writing by Purchaser.
- 2.4. Supplier shall abstain from counter-confirmation in detail unless specifically asked for in the Purchase Order.
- 2.5. These Purchase Conditions are an integral part of the Purchase Order and supersede and replace any of Supplier's selling terms.
- 2.6. All terms and conditions included in, referred to or attached to Supplier's quotation as well as any subsequent correspondence are hereby declared null and void unless specifically included and spelled out in the Purchase Order. Purchaser does expressly not accept the applicability of general conditions of Supplier.
- 2.7. Items of Goods not specified in the Purchase Order but necessary for the proper, safe and efficient operation, construction or maintenance of the Goods and for the fulfilment of Supplier's guarantees are deemed to be included in the Purchase Order and shall be supplied and/or executed by Supplier at no extra cost to Purchaser unless otherwise specified in the Purchase Order.

3. PRICE AND PAYMENT

- 3.1. Supplier shall execute the Purchase Order against the price or prices mentioned therein.
- 3.2. Unless expressly stated to the contrary, prices stated in the Purchase Order are fixed and firm and not subject to any changes and inclusive of any import and/or export duties and taxes and exclusive of Value Added Tax.
- 3.3. In the absence of other agreements between the Parties, payment shall be made by bank transfer within sixty (60) days from the invoice's date of issue.

4. DELIVERY

- 4.1. Unless agreed otherwise in writing, for intra-community deliveries the delivery term is "DAP" (INCOTERMS 2020); for deliveries from a non-EU country the delivery term is "DDP" (INCOTERMS 2020).
- 4.2. Delivery of the Goods shall be effected in adequate packaging commensurate with the required mode of transportation, handling and storage of the Goods.
- 4.3. The cost of packaging is included in the prices of the Purchase Order. Costly packaging will have to be taken back by Supplier against repayment of the charged cost. Purchaser will not pay any caution money, rental or cost of wear.
- 4.4. Delivery of Goods that require to be unloaded with a forklift truck with a capacity of more than 1.5 tonnes shall be announced at least 24 hours in advance to the liaison person stated in the Purchase Order.

5. DELIVERY TIME

- 5.1. The date of delivery of the Goods specified in the Purchase Order is binding and of the essence of the Purchase Order. The mere fact of exceeding the date of delivery places the Supplier in default, in which case Purchaser is

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entitled either to cancel the Purchase Order in whole or in part or to claim performance by Supplier, but in either case without prejudice to Purchaser's rights to indemnification.

- 5.2. Without prejudice to Supplier's obligations to deliver the Goods at the specified date and place, Supplier shall immediately notify Purchaser in writing at the moment any delay is foreseen. Supplier shall in such case immediately submit its proposal indicating the measures Supplier shall take at its own account to make good the delay in order to maintain the agreed upon delivery date.
- 5.3. Should Supplier fail to take foresaid measures or should Purchaser not approve the measures, Purchaser reserves the right to require Supplier to forthwith implement, for Supplier's account, the measures Purchaser deems necessary.
- 5.4. In the event Purchaser determines that Supplier's performance is such that it will cause a substantial delay in delivery of the Goods, Purchaser reserves the right to remove, upon written notice to Supplier, the Goods or any part thereof from Supplier's and/or Sub suppliers' premises and to complete the manufacture or have the manufacture completed by any means for Supplier's account and without prejudice to any other rights Purchaser may have under the Purchase Order or at law.
- 5.5. Supplier shall expedite delivery of the Goods within its own organisation and with its Sub suppliers. Purchaser reserves the right, upon written notice to Supplier, to expedite delivery of the Goods and to enter the premises of Supplier and its Sub suppliers at any time. For the benefit of Purchaser Supplier shall stipulate the same rights from its Sub suppliers.
- 5.6. Purchaser may request Supplier to submit unpriced copies of contracts with Sub suppliers for the purpose of expediting.
- 5.7. If according to the Purchase Order the delivery has to include certificates, inspection reports and the like, Supplier shall not be deemed to have fulfilled his delivery commitment until both the Goods and the specified documents have been received. Documents shall be included in the delivery.

6. DELIVERY OF HAZARDOUS SUBSTANCES

Either in the transport documents or in a separate statement Supplier shall confirm that the Goods offered are allowed to be transported in accordance with the stipulations laid down in the ADR/VLG or, as the case may be, in RID/VSG and that the nature, the conditions or, where applicable, the packaging and labelling of the Goods are in agreement with the ADR/VLG or, as the case may be, RID/VSG stipulations. The transport documents shall be drawn up in accordance with the stipulations laid down in ADR/VLG or, as the case may be, in RID/VSG. Hazardous substances to be delivered to Purchaser shall not be loaded together with other products, unless explicitly agreed otherwise.

7. ASSIGNMENT

Supplier shall not assign the Purchase Order or any part thereof or any benefit or interest thereunder without the prior written approval of Purchaser. Purchaser reserves the right to assign the Purchase Order or any part thereof or any benefit or interest thereunder to others, without the prior written approval of Supplier.

8. SUBCONTRACTING

The Purchase Order or part of same may not be contracted to any Sub supplier without prior written approval of Purchaser. Sub suppliers are to be notified by Supplier that work carried out may be subject to Purchaser's inspection, expediting and approval. Subcontracting does not relieve Supplier from any responsibility or liability under the Purchase Order. Supplier warrants that Sub suppliers shall abide by the same obligations as contained in the Purchase Order as far as applicable, such as by way of example guarantee, ownership, risk, secrecy, inspection, etc.

9. GUARANTEE

- 9.1. Supplier guarantees that the Goods will be new and free from defects and will in all respects meet the requirements specified in the Purchase Order and that they will be and remain suitable for the actual purpose for which Purchaser wants to use them as far as this purpose can be known to Supplier.
- 9.2. This guarantee is limited to a period of 24 (twenty four) months from putting the Goods into operation, unless stated otherwise in the Purchase Order.
- 9.3. Repaired or replaced parts will be guaranteed for a period of 24 (twenty four) months from the repair or replacement date or up to the end of the guarantee period set forth in Article 9.2 above, whichever occurs later.
- 9.4. The guarantee period of the Goods shall be extended by any period(s) equal to the period(s) during which the Goods have been out of operation or their putting into operation has been delayed as a result of a defect to which this guarantee applies.
- 9.5. Supplier shall indemnify and hold harmless Purchaser from any claims by third parties, directly or indirectly resulting from the execution of the Purchase Order.

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- 9.6. During the guarantee period Supplier shall, upon notification by Purchaser, repair for his own account and risk all existing or subsequently occurring defects of the Goods, to Purchaser's satisfaction immediately upon receipt of the notification or at a point in time mutually agreed by the parties.
- 9.7. If Supplier fails to comply with its obligations set forth under the guarantee, Purchaser is, upon formal notification to Supplier, entitled to carry out the repair work himself or to have it carried out by a third party for Supplier's account, without prejudice to Supplier's obligations under the guarantee.
- 9.8. Purchaser is in such case entitled to withhold outstanding portions of the purchase sum until all guarantee requirements have been fulfilled, without prejudice to Purchaser's rights to indemnification.

10. INSPECTION AND TESTING

- 10.1. Supplier shall carefully and continuously control and test the quality of the materials and the manufacturing operations during the production of the Goods, in order to assure that the Goods will comply with the requirements of the Purchase Order.
- 10.2. Supplier shall ensure that Purchaser or its nominee has the opportunity to inspect the Goods at any time during or after the manufacture, construction or assembly and to check the progress of the work under the Purchase Order, either at Supplier's premises or at the premises of its Sub suppliers or wherever else the Goods may be or the work is carried out.
- 10.3. Performance or non-performance of any such inspection or check does not relieve Supplier of any obligation or liability under the Purchase Order.
- 10.4. Supplier shall make available to Purchaser's inspector the measurement equipment required to perform the inspection with sufficient accuracy.
- 10.5. Cost for additional inspection by Purchaser caused by reasons within Supplier's responsibility shall be for Supplier's account. These costs shall include cost for salaries during working and travelling hours, as well as cost for boarding and lodging.
- 10.6. In order to allow Purchaser to attend tests on any materials or carry out inspection at agreed upon hold-points, Supplier shall inform Purchaser at least 5 (five) working days in advance of the foreseen testing date. Supplier shall clearly indicate which parts or items of equipment's are ready for testing and/or inspection.
- 10.7. Any expense related to the tests, the compilation of the reports and the supply of certificates will be for Supplier's account.
- 10.8. Certificates shall be issued by qualified institutes.
- 10.9. Any cost for inspection tests such as mechanical, chemical, hydrostatic, X-ray, ultrasonic and laboratory tests as well as any personal expenses for third party inspectors, such as cost for travel, living and salaries are for Supplier's account, unless otherwise specified in the Purchase Order. In addition to the above, Purchaser has the right to ask for additional testing. If Goods appear as a result of testing not to be in compliance with the requirements of the Purchase Order all cost of additional testing are for Supplier's account.
- 10.10. Purchaser reserves the right to entrust the inspection to third parties.
- 10.11. Unless otherwise agreed in writing, inspection of the Goods may also take place after arrival of the Goods on the premises of Purchaser. Such inspection may be additional to earlier inspections at other locations. Goods which are rejected are deemed not to have been delivered. Returning of rejected goods shall be for account and risk of Supplier. Purchaser reserves the right to cancel the Purchase Order in its entirety or in part at no cost to Purchaser, in the case of rejection of Goods.
- 10.12. If requested, Supplier shall repair rejected Goods as far as possible and/or necessary and leave them in free use to Purchaser until Purchaser has received Goods in replacement which meet the relevant requirements and the rejected Goods can be returned. Also in this case Purchaser retains all rights which arise from rejection or non-performance.
- 10.13. Payment does not constitute acceptance of the Goods.

11. DEVIATIONS

- 11.1. Supplier shall in no case deviate from the specifications laid down in the Purchase Order, nor deviate in any other sense from the Purchase Order, unless he has obtained an authorization in writing from Purchaser.
- 11.2. Approval by Purchaser of drawings, samples or other proposals shall not imply approval of deviations unless explicit confirmation is given in writing.
- 11.3. Where the designation 'or equivalent' is used in Purchase Order, any material proposed as equivalent by Supplier will require previous approval by Purchaser in writing.

12. SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS

- 12.1. Safeguarding safety and health of Purchaser's customers, its employees and the environment is of vital importance to Purchaser. This is reflected in Purchaser's policies, as well as our adherence to safety, health and environmental

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regulations that apply in the jurisdictions Purchaser operates in – ensuring Purchaser's license- to-operate. Purchaser expects Supplier to demonstrate similar values and to guarantee that all deliveries will comply to all regional (e.g. European) and local and from time to time applicable legal provisions related to safety, health and environment.

- 12.2. Supplier shall proactively inform Purchaser of any change in regulations, applicable to all substances present in Supplier's Goods that may affect safety, health and environmental requirements of the Goods, as well as pose a risk to the security of supply, such as but not limited to substance restriction, authorization – this to allow Purchaser and Supplier sufficient time to comply with changing regulations, as well as mitigate/minimize the risk to the security of supply or eliminate/minimize its potential impact.
- 12.3. Whenever required by the applicable regulations, or upon Purchaser's request, Supplier undertakes to provide Purchaser with the corresponding safety data sheets, written in the language of the country of delivery. These safety data sheets need to be in conformity with the regulations of the country of delivery, irrespective the origin of the Goods. Supplier shall send these safety data sheets to Purchaser at the following email address: supplier.ra@vynova-group.com.
- 12.4. When Supplier intends to modify ingredients and/or technical characteristics of the Goods or the supply of the Goods itself, Supplier will give Purchaser at least 6 months' notice.

13. SET-OFF OF DEBTS

Amounts which Purchaser at any time owes to or can claim from Supplier or any enterprise forming part of Supplier's company or group of companies, can always be set off by Purchaser against amounts which Purchaser or any of its affiliated companies can claim from or is due to Supplier or any enterprise forming part of Supplier's company or group of companies.

14. SECRECY

Supplier shall treat as confidential all information and data directly or indirectly obtained from Purchaser under the Purchase Order and shall not make such information and data available to any third parties, except when necessary in connection with the execution of the Purchase Order, and shall not use such information and data for any other purpose than for the execution of the Purchase Order.

15. LIABILITY

Supplier shall be liable, without formal notice of noncompliance being required, for any loss or damage incurred by Purchaser due to Supplier's or Sub supplier's non-compliance with the terms and conditions of the Purchase Order, including but not limited to the costs in connection with inspection, location of defects, repair, replacement and retesting of the Goods.

16. OWNERSHIP AND RISK

- 16.1. Purchaser shall become the owner of the Goods as soon as they are fabricated or manufactured by Supplier or Sub suppliers in accordance with the Purchase Order and are ready for final inspection or ready for shipment and Supplier shall identify and mark the Goods as Purchaser's property and keep them separated from Supplier's other goods.
- 16.2. Risk and responsibility for the Goods shall pass to Purchaser upon receipt by or on behalf of Purchaser in accordance with the delivery terms.

17. INTELLECTUAL PROPERTY RIGHTS

Supplier shall indemnify and hold harmless Purchaser, its associated companies and its respective personnel, against any and all liability, loss or expense by reason of any claim, action or litigation in respect of any alleged or actual infringement of any patent, copyright or trademark or any other intellectual property rights, foreign or domestic, resulting from the use or resale of the Goods.

18. LICENCES AND PERMITS

Supplier shall obtain any license or other permit which is required in the country of shipment and/or of origin for implementation of the Purchase Order. The Purchase Order shall be conditional upon such license or other permit being available in good time.

19. FORCE MAJEURE

Neither party shall be liable for any failure to fulfil any term or condition of the Purchase Order if fulfilment has been delayed, interfered with or prevented by any event which is beyond the control of the party concerned, is not for his risk and was not reasonably foreseeable, provided that Supplier is not already in default of those obligations under the Purchase Order which are being delayed, interfered with or prevented. The mere fact of late delivery of materials, labour or utilities by Supplier or Sub suppliers shall not be deemed as Force Majeure.

20. TERMINATION AND SUSPENSION

- 20.1. In the event of Supplier's non-compliance with the terms and conditions of the Purchase Order or in the event that Supplier has ceased to pay its debts when they become due or has filed a request for suspension of its payments prior to delivery of all the Goods in accordance with the Purchase Order, Purchaser may at its option return the Goods and retransfer ownership therein to Supplier, and/or terminate the Purchase Order forthwith and/or claim damages.
- 20.2. In addition to Purchaser's rights set out in Article 20.1 above, Purchaser may at any time in its absolute discretion give written notice to Supplier terminating forthwith the Purchase Order. In the event of termination under this Article 20.2 Purchaser shall pay and Supplier shall accept, in settlement of all claims under the Purchase Order, such a sum as shall reasonably compensate Supplier for all work done and expenses incurred and obligations assumed vis-a-vis non-affiliated third parties by it in performance of the Purchase Order prior to its termination and for all work reasonably done and expenses reasonably incurred by it in giving effect to such termination. If any of the Goods are paid for by Purchaser prior to termination or upon settlement of claims under the Purchase Order, Purchaser may at its option take possession of these Goods or retransfer ownership therein to Supplier and notify Supplier that they shall remain with Supplier. In the latter event the value of these Goods shall be taken into account when calculating the settlement sum.
- 20.3. Purchaser may for any reason whatsoever, at its sole option, suspend at any time by notice to Supplier the performance of all or any part(s) of Supplier's obligations. Such suspensions shall not exceed 180 (one hundred eighty) consecutive calendar days nor aggregate more than 270 (two hundred seventy) calendar days. The suspension notice shall designate the part(s) of the Supplier's obligations affected. Upon receipt of any such suspension notice, Supplier shall, unless otherwise instructed by Purchaser:
- immediately discontinue performance of Supplier's obligations on the date and to the extent specified in the notice;
 - place no further sub-orders with respect to the suspended part;
 - promptly make every effort to obtain suspension upon terms satisfactory to Purchaser of all suborders to the extent they relate to performance of the part suspended and
 - continue to perform non-suspended obligations;
 - generally act in such a manner as to minimize costs associated with the suspension including safety and security measures and protection of the suspended part(s).
 - Supplier shall promptly resume the suspended part upon receipt of notice from Purchaser to the extent required in the same notice. Only direct cost reasonably and inevitably resulting from such suspension shall be allowable as extra costs to be paid by Purchaser. Within fifteen (15) working days from the date Supplier has received the notice to resume the suspended part; Supplier shall submit its estimate of the cost, schedule and any other impact of the suspension of the Purchase Order supported with documentary evidence to allow evaluation by Purchaser. Purchaser shall not be held liable for any damages or loss of anticipated profits of Supplier on account of the suspension of Supplier's obligations under this Article.
- 20.4. In case the Purchaser terminates or substantially reduces her activities and as a result of that the amount of Goods the Purchaser intends to buy from the Supplier is no longer required or substantially reduced, the Purchaser and the Supplier shall upon written notice of the Purchaser to the Supplier meet and negotiate in good faith an adjustment or amendment to the Terms and Conditions of the Contract. In case an agreement is not reached within 10 working days, then the Purchaser is entitled to terminate the Contract with immediate effect.

21. ANTIBRIBERY

- 21.1. VYNOVA, nor any of its agents, will accept, demand or offer remuneration for the completion of an agreement other than that agreed in the contract.
- 21.2. VYNOVA unilaterally rejects all offers, promises or financial advantages offered, by others, which may induce VYNOVA to perform improperly a relevant function or activity or reward a person for the improper performance of such a function or activity.

22. SUPPLIER CODE OF CONDUCT

The Supplier declares to have read, accept and adhere to comply with the Vynova Supplier Code of Conduct, which can be found on the Vynova website <https://www.vynova-group.com/terms-and-conditions>.

23. LEGAL PRESCRIPTIONS

Supplier shall comply with all legal prescriptions of any designation whatsoever, which in connection with the execution of the Purchase Order have to be fulfilled and Supplier shall indemnify and hold harmless Purchaser against any claims which in connection herewith may be lodged.

24. APPLICABLE LAW

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The Purchase Order shall exclusively be governed by the laws of Belgium. The United Nations Convention concluded at Vienna on 11th April 1980, on contracts for the International Sale of Goods shall not be applicable to the Purchase Order.

25. DISPUTES

All disputes arising between Supplier and Purchaser in connection with the Purchase Order shall be subject to the exclusive competence of Hasselt Court, Belgium.

All former Vynova Belgium NV General Terms & Conditions of Purchase in force between parties are hereby nullified and deemed to be replaced by these Conditions.

January 2022