



THE SPECIAL PURCHASING TERMS OF Vynova Belgium NV

1. Definitions

Purchaser: Vynova Belgium NV with its registered office in B-3980 Tessenderlo-Ham, Heilig Hartlaan 21, RPR Hasselt, VAT number BE 0415.505.042

Products: products, installations and/or services of whatever nature

Seller: any natural and/or legal person from whom Purchaser purchases or plans to purchase Products

Contractor: any natural and/or legal person performing work and/or services for Purchaser

Subcontractor: any natural and/or legal person engaged by the Contractor for the performance of the work and/or services for Purchaser

Installations: all appliances, equipment, hardware, installations or parts thereof that are delivered by the Seller to Purchaser and/or put in place by the Contractor on Purchaser's premises

2. Scope

2.1. These Special Purchasing Terms form an indissoluble part of the order ("Order") and apply in full unless agreed otherwise in writing.

2.2. These Special Purchasing Terms are without prejudice to the applicability of Purchaser's General Purchasing Terms, which continue to apply in full, except in the event of conflict with the Special Purchasing Terms. In the latter case the Special Purchasing Terms have priority.

2.3. In the event of a conflict between the provisions of these Special Conditions and the provisions in the specifications sheet, the provisions of the specifications sheet have priority.

A. DELIVERY OF INSTALLATIONS

3. Guarantee

3.1. Unless otherwise agreed in writing, Installations are under guarantee for 12 months after the Provisional Acceptance Report in accordance with article 4.2, with a maximum of 18 months after delivery. During that guarantee period any Installation that shows a defect or fault will be replaced or repaired free of charge as regards both materials and labour as soon as a claim is made under the guarantee. The Installations repaired or replaced in this way will in turn be guaranteed for 12 months, provided always that the total guarantee period shall not be less than 18 months.



3.2. The guarantee for design or construction faults is 10 (ten) years from the date of delivery.

4. Delivery and acceptance

4.1. The Seller must notify Purchaser in writing two weeks before the Seller ships/makes available the Installations to Purchaser.

Purchaser reserves the right to inspect the Installations on the Seller's premises. At latest when the Installations are shipped/made available, the full technical file ("Technical File") must be delivered to Purchaser in digital form and in hard copy, in accordance with the provisions in articles 8 and 13.3 of the Special Purchasing Terms. The Technical File must at least contain the documents specified in the checklist (see Appendix 1), supplemented where applicable by those described in the specifications sheet.

4.2. Provided that the provisions in articles 4.1 and 6.2 of the Special Purchasing Terms have been met and provided that the inspection certificates referred to in article 13.3 have been handed over, a Provisional Acceptance Report will be signed by both parties at the Seller's request once the guaranteed performance has been checked and/or a test run has been conducted successfully for 72 hours.

4.3. Provided that all the stipulations in article 4.2 have been met, the Seller may ask for a Final Acceptance Report to be signed at the end of the guarantee period laid down in 3 above.

5. Delivery period

Purchaser reserves the right to postpone the shipping/handover/delivery of the Installations for a period of up to 3 months without additional costs for Purchaser and without Purchaser being obliged to pay any compensation as a result.

6. Bank guarantee

6.1. Advance payments will be made by Purchaser only once a bank guarantee issued by a first-rank bank and valid until the delivery has been provided on Purchaser's first request.

6.2. For each Order with a value in excess of .25,000 the Seller must provide a bank guarantee at first request on delivery at latest. The bank guarantee is to be issued by a first-rank bank for the amount of at least 10% of the purchase price agreed in the Order and is to be valid for the whole guarantee period as specified in 3.1 of the Special Purchasing Terms.



7. Costs of inspection for approval by an approved inspection body.

The costs of the technical inspections for approval of the Installations that are to be carried out by an approved inspection body are payable by the Seller in all cases up until Final Acceptance, unless otherwise agreed in writing.

8. Calculations and drawings

8.1. The specifications, calculations, general and detail drawings relating to the Installations will be subject to approval by Purchaser and, where applicable, by an approved inspection body, without this resulting in any reduction in the Seller's responsibility or providing any justification for an extension of the delivery time.

8.2. The drawings are to be sent to Purchaser in digital form in accordance with the procedures applying at Purchaser. These are available from Purchaser's Research Department by request.

9. Supplement(s) to Orders

9.1. All deliveries of Products which are to be made as a supplement to the Order at Purchaser's express request must be the subject of a work slip signed and approved by Purchaser.

9.2. The same terms apply for supplementary deliveries as for the Order.

B. PERFORMANCE OF WORKS BY THIRD PARTIES

10. Registration by Contractor

Every Contractor must produce the following documents to Purchaser three days before the start of the works:

- a) Social security certificate
- b) Contractor's recognition certificate
- c) Registration with the central administration of direct taxes
- d) List of registration numbers and names of the operatives/staff and a certificate that these are legally registered and meet the conditions of employment laid down in Belgian legislation
- e) If the operatives/staff of the Contractor are posted to Belgium pursuant to Chapter 8 of Title II of the program law of 26 December 2006, a copy of the receipt of the notification prior to the employment in Belgium of the operatives/staff to the Social Security Administration.

Purchaser reserves the right to withhold 30% of the invoice total as long as the above conditions have not been met at the start of the works.



Moreover Purchaser reserves the right to charge the Contractor the possible fines, which could be imposed on Purchaser as end user or principal because of non-compliance with the obligation of prior notification of the employment in Belgium of the operatives/staff to the social security administration.

11. Subcontractors

If the Contractor engages one or more Subcontractors the Contractor must, in addition to the certificates and documents referred to in 10:

- a) have Purchaser's written permission to do so;
- b) notify Purchaser of the registration number of the Subcontractor(s); and
- c) provide a list of the registration numbers of the operatives/staff of the Subcontractor(s).

Purchaser reserves the right to withhold 30% of the invoice total as long as the above conditions have not been met at the start of the works.

12. Insurance

12.1. The Seller/Contractor undertakes to insure its business liability and its product liability with a recognised insurance company for at least 10 MILLION EURO. The Seller/Contractor will produce a certificate of insurance on Purchaser's request.

12.2. The Seller/Contractor will also take out industrial accident insurance for its employees and have a waiver of recourse against Purchaser included in that policy. The Seller/Contractor will produce a certificate of insurance on Purchaser's request. If the industrial accident insurer does not agree to the waiver of recourse against Purchaser in writing the Seller/Contractor must indemnify Purchaser against all claims that may arise against Purchaser as a result.

12.3. The Seller/Contractor must also indemnify Purchaser against any claim by a Subcontractor or its insurer.

13. Conformity to legal standards and regulations

13.1. The performance of the works must at least meet the provisions of the Belgian and European standards and regulations (NBN / CE / EN etc.) , the General Regulations for Health and Safety at Work (ARAB), the General Regulations for Electrical Installations (AREI), and where applicable the Law on Temporary and Mobile Building Sites (TMB).

13.2. If the Installations are put in place in an area classified as a 'danger area' they must also comply with the



specific regulations that are applicable within that area. The Contractor will receive the relevant zoning plans for that purpose from Purchaser's Research Department.

13.3. The Contractor must, whether or not in cooperation with the recognised inspection body, prove the conformity referred to in 13.1 and 13.2 by means of the necessary certificates, which are to be provided to Purchaser in hard copy at the time of shipping/handover at latest unless another time has been expressly agreed. If it was agreed in the Order that Purchaser is to provide these certificates, the Contractor must comply strictly with the requirements laid down by Purchaser and the recognised inspection body engaged by Purchaser.

14. Contractor's liability

14.1. The Contractor is liable for all loss or damage that is caused to Purchaser or to third parties by the Installations, acts or negligence of the Contractor, the Subcontractor or their staff. The Contractor indemnifies Purchaser against all claims by third parties.

14.2. If Purchaser intervenes with Subcontractors on the express request of the Contractor that intervention shall not bind Purchaser in any way whatsoever.

15. Safety and Environment Regulations and Safety and Environment Plan

15.1. The Contractor declares that it has noted the Safety and Environment Regulations applicable to the performance of works by third parties ("Safety and Environment Regulations") and (where the Law on Temporary and Mobile Building Sites applies) the Safety and Health Plan drawn up by the Safety Coordinator Design ("SCD") appointed by Purchaser and that it will comply strictly with these requirements.

15.2. In the event of a breach of the Safety and Environment Regulations by the Contractor, the Subcontractor or their staff, Purchaser or the Safety Coordinator Implementation ("SCI") appointed by Purchaser has the right:

- to bring the work to a stop without any right of payment for the Contractor and without prejudice to Purchaser's right to damages for the loss suffered by Purchaser as a result; or
- to deny access to the company to the persons concerned.

15.3. It is **strictly prohibited** to use heating-equipment based on "induction heating" on our sites. The classic "heating blankets with resistors" however are allowed.



16. Duration of the works

The works and/or services shall be carried out without interruption, except in the case of abnormal weather conditions.

APPENDIX 1 TECHNICAL FILE

The Technical File includes at least the following parts:

- o overview plan, operating switches and process schedules
- o drawings, calculations and data sheets
- o list with facilities, standards and specifications
- o certificates, test reports and CE conformity certificates
- o operating manual (in Dutch), instructions and audits
- o maintenance manual (in Dutch), instructions and audits
- o minimum 1 hardcopy + 1 digital copy in .PDF (Adobe PDF) ; the digital file structured by means of bookmarks (cfr. file-index hardcopy)
- o all plans included in the technical file ° in original format in the PDF-file (A4-A0) ° to be delivered separately in AutoCAD + .PDF
- o 3D-model in AutoCAD/Inventor
- o digital file on CD, with mention of Purchaser order number