

## General Terms and Conditions of Purchase

### 1. Applicability

**1.1** These General Terms and Conditions of Purchase form an integral part of every quotation, order or agreement between FAM NV (the "Customer") and the Supplier. By accepting an order or concluding a purchase agreement, the Supplier acknowledges that it is familiar with these terms and conditions and agrees to them.

**1.2** Deviations are only valid if expressly accepted in writing by the Customer.

**1.3** The Supplier's terms and conditions are not enforceable against the Customer.

### 2. Orders

**2.1** In accordance with the content of the General Terms and Conditions of Purchase, the Customer orders from the Supplier, who accepts, the delivery of the products and/or services for the price stated in the order.

**2.2** The Supplier is bound after written acceptance of the Customer's order, on the understanding that the Supplier's failure to refuse the order within 3 working days of receipt of the order, the invoice issued by the Supplier, the signing of the FAM order form or the delivery of the products and/or services, shall always be deemed to constitute acceptance.

### 3. Prices

**3.1** The prices and rates are those applicable at the time the Customer places an order, of which the Customer has been informed and which the Customer has accepted. These prices and rates are fixed and non-revisable, unless the order contains the existence and terms of the price revision. New price lists from the Supplier shall only apply to orders placed after they come into effect.

**3.2** Prices and rates are always exclusive of VAT and inclusive of all costs, taxes, excise duties and any other taxes.

### 4. Order cancellation

**4.1** The Customer always has the right to cancel an order free of charge and in writing: (i) before it has been confirmed by the Supplier, or (ii) within 3 working days of receiving the Supplier's order confirmation that differs from the order placed by the Customer.

### 5. Confidentiality

**5.1** Without prejudice to any confidentiality agreement between the parties, which shall take precedence over these general terms and conditions, the parties shall treat as confidential all information and documents – including, but not limited to, instructions for production, installation, commissioning and use, plans, designs, drawings and calculations – of which they become aware in the context of their business relationship and the execution of the order. This applies to all information and documents that are marked as confidential, as well as those that should be considered confidential due to the circumstances of their disclosure. The use of such confidential information is limited to what is necessary for the execution of the order. The receiving party may not store the confidential information for any other purpose, pass it on to third parties or use it in any other way.

**5.2** The receiving party guarantees that its employees, subcontractors and any other third party with whom the confidential information is shared will commit to the same confidentiality.

**5.3** These confidentiality obligations shall end five years after the order has been executed.

### 6. Delivery

**6.1** All deliveries of products and/or services shall take place on the delivery date or within the delivery period and at the delivery address specified by the Customer in the order and/or in the purchase agreement. All delivery costs (transport, insurance, customs, etc.) shall be borne by the Supplier.

**6.2** Delivery shall take place when the order has been completely unloaded at the delivery address. Unless otherwise agreed in writing, ownership and risk shall pass from the Supplier to the Customer at the time of delivery. Any retention of title by the Supplier is excluded.

**6.3** The delivery period or date is binding and constitutes an obligation of result. In the event of late delivery, the Customer may terminate the order, without prejudice to its other rights. In addition, the Supplier shall be liable by operation of law to pay the Customer fixed compensation of 1% of the total price per day of delay, up to a maximum of 12%, unless the Customer can prove that the damage was greater.

## **7. Acceptance and guarantees**

**7.1** Signing a delivery note only confirms receipt.

**7.2** The Supplier guarantees that the products and/or services: (i) comply with the order and all applicable laws and regulations (including EU rules); (ii) are free from defects and suitable for the expressly stated or reasonably expected purpose; (iii) do not infringe any third-party rights, including intellectual property rights; (iv) are performed in accordance with best practice; and (v) do not damage the Customer's image or reputation.

**7.3** Notification of defects may be made (i) for visible defects up to 1 month after receipt of the Products or delivery of Services and (ii) for hidden defects up to 1 month after discovery of the hidden defect.

**7.4** In the event of a defect, the Customer is entitled to repair, replacement or dissolution, free of charge and at its own discretion. No payment or acceptance shall constitute a waiver of rights.

**7.5** The Supplier shall take out adequate insurance against all possible claims arising from the delivery of products and/or services.

**7.6** The Supplier shall proceed within five (5) working days of notification of the defect with the remedy chosen by the Customer (repair, replacement or any other appropriate measure at the Customer's discretion).

## **8. Payment**

**8.1** If the Supplier has fulfilled its obligations under the purchase agreement and has issued a valid invoice, the Customer shall pay the invoice within 60 (sixty) days of receipt of the invoice, unless other payment terms are specified in the order. Unless otherwise agreed in writing, invoicing shall not take place before the delivery of the products and/or services has been completed.

**8.2** The Customer may refuse payment of any invoice that does not comply with applicable legislation, without prejudice to any other grounds on which the Customer may refuse payment of such invoice.

**8.3** In the event of non-payment of the invoice without valid reason within the specified period, the Supplier shall be entitled to default interest at a rate of 5% per year on the unpaid invoice amount, starting from the expiry of a period of fourteen (14) days after a written notice of default.

## **9. Termination**

**9.1** The Customer may terminate the order or this purchase agreement without judicial intervention and at

the Supplier's expense, and obtain supplies from third parties, in the event of (i) late or defective delivery, (ii) non-compliant or defective products or services, (iii) any other shortcoming that is not remedied within 14 days of notice of default, or (iv) serious financial or legal problems at the Supplier (such as bankruptcy, seizure, liquidation, change of control).

**9.2** The Supplier may only cancel the order in the event of a material failure on the part of the Customer that is not rectified within 14 days of a registered notice of default. Cancellation of the order by the Supplier does not suspend ongoing deliveries of other orders.

**9.3** In the event of cancellation, the Supplier must refund all advance payments for undelivered or refused products or services not performed.

## **10. Force majeure**

**10.1** All cases of force majeure traditionally recognised as such by Belgian case law, including but not limited to natural disasters or other disasters such as epidemics and pandemics, nuclear accidents, fires, floods, earthquakes, wars, riots, sabotage or revolutions, which completely prevent a party from fulfilling its contractual obligations, entitle the other party to suspend its contractual obligations for as long as the force majeure continues, or entitle either party to terminate the order if the force majeure continues for more than 30 days.

## **11. Intellectual property rights**

**11.1** Each party retains the copyright and all intellectual property rights to its own documents, data, technical descriptions, plans, drawings, models, samples, photographs or other materials, regardless of whether these rights existed prior to the agreement or arose within the framework of the agreement and regardless of whether costs were charged for them.

**11.2** If the order involves the development or modification of a product, service, software, web r documentation or any other work based in whole or in part on instructions, specifications or data provided by the Customer, all intellectual property rights arising from or related to this shall belong exclusively to the Customer. The Supplier hereby waives any right to claim or register such intellectual property and undertakes to perform all necessary documents and acts to confirm the transfer or confirmation of these rights to the Customer.



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## 12. Miscellaneous provisions

**12.1** The invalidity of any provision shall not affect the validity of the other provisions. The provision in question shall be replaced by a valid provision that comes as close as possible to the intended result.

**12.2** The Supplier may only use subcontractors for the execution of the order with the prior written consent of the Customer. In any case, the Supplier remains fully liable for the performance of its subcontractors.

**12.3** All disputes shall fall under the exclusive jurisdiction of the courts of Antwerp (division Antwerp), without prejudice to the Customer's right to bring proceedings before the courts of its or the Supplier's registered office. These General Terms and Conditions of Purchase and all other agreements concluded between the Parties are governed by Belgian law, without giving effect to the Vienna Sales Convention (1980), the Limitation Convention (1974) and the Limitation Protocol (1980).

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