

GENERAL TERMS AND CONDITIONS OF PURCHASE

Article 1.

These general terms and conditions of purchase apply to all purchases of goods and services by Foylo NV.

Other or opposing general terms and conditions (of sale) issued by the supplier shall be considered not to have been written and, even if they state the contrary, they shall not apply to purchases by Foylo NV, unless Foylo NV has expressly accepted them in writing. Under no circumstances can an absence of response on the part of Foylo NV be interpreted as an acceptance of other general terms and conditions (of sale) of this nature.

The acceptance and/or execution of the order by the supplier shall automatically entail approval of these general terms and conditions of purchase, including the declaration of waiver of the supplier's own general terms and conditions (of sale).

However, these general terms and conditions of purchase do not detract from any special or specific contractual conditions that have been agreed between the supplier and Foylo NV, for example in terms of purchase prices, discounts (including volume discounts), bonuses (including annual bonuses) etc., which shall thus remain fully applicable to the contract(s) between the supplier and Foylo NV.

Article 2.

Foylo NV shall only be bound if the order is made in writing by means of an order form.

If the supplier neglects to confirm an order within two working days, the supplier is considered to have accepted the order unconditionally and the purchasing contract shall arise with application of the special terms and conditions stated on the order form and these general terms and conditions of purchase.

Article 3.

The supplier guarantees that the goods supplied comply with the plans, drawings, diagrams and other specifications that are attached to the order form and constitute an integral part of it.

The supplier guarantees that the goods supplied are of impeccable quality and without defects or non-conformities, and comply with all applicable local and European regulations as well as the current technical standards and the generally accepted safety regulations from a technical perspective and in terms of occupational health, which are issued by government bodies and professional associations.

The supplier declares that it has suitable and sufficient insurance cover from an insurance company with a good name, for all its activities connected to the execution of the purchasing contract (including the activities related to loading, transport, unloading and the temporary storage of deliveries in its own warehouse), in accordance with all the applicable regulations and in accordance with the standards that can be expected of a business conducting similar activities, and that it will maintain that cover for as long as it has any obligation whatsoever to Foylo NV under the purchasing contract. These insurance policies shall provide minimum cover for comprehensive (all risk) professional, general and product liability. At Foylo NV's first request, the supplier shall provide Foylo NV with the insurance certificates that provide proof of such cover and shall do so within a period of 30 days of such a request being made. The failure to do so will give Foylo NV the right to terminate the purchasing contract or any other contract with the supplier by means of a registered letter with immediate effect, notwithstanding Foylo NV's right to demand full compensation of all possible damage as a consequence of the termination of the aforesaid contract.

Article 4.

Deliveries are to be made to the delivery address stated on the order form, either to one of Foylo NV's sites or directly to Foylo NV's customer.

If the exact delivery address is not yet known at the time of placing the order, Foylo NV shall inform the supplier of the delivery address no later than 3 days before the delivery date in an e-mail that shall be considered an addendum to the order form. The supplier acknowledges that notification of the exact delivery address is made in good time and therefore commits itself to making the delivery within the agreed delivery period to the aforementioned address.

Unless agreed otherwise in writing, deliveries are made DDP (Delivery Duty Paid).

The risk relating to the goods supplied (including the risk of loss, theft, damage or destruction of the goods) shall remain with the supplier until the goods have arrived and been unloaded at the agreed place, and been accepted.

The outside of each pack of goods supplied shall bear a label listing the contents of the pack.

Foylo NV

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Each delivery shall be accompanied with a delivery note, issued in duplicate, with the following statements:

- number and date of the purchase order
- contact person at the site or branch
- place of supply
- list of articles and quantities
- date of the supply
- name and signature of the recipient

However the supplier is also committed to refrain from stating the (purchase) price of the goods supplied on the delivery note, both for deliveries to Foylo NV itself and for direct deliveries to one of Foylo NV's customers.

Signing and/or stamping the delivery note is only valid as far as Foylo NV is concerned as an indication of mere receipt of the goods supplied, without implying the acceptance of the goods supplied. Even after the delivery note has been signed and/or stamped, Foylo NV therefore retains the possibility and the right for a period of 6 months after delivery to object to the non-compliance and/or visible defects in the goods supplied.

The acceptance of the goods supplied occurs exclusively by means of the unconditional use or processing of the goods. Under no circumstances can there be acceptance by Foylo NV without prior acceptance by Foylo NV's client.

In the event of a non-compliant supply, Foylo NV has the choice either to demand that the supplier immediately remove, replace or repair the non-compliant supply at its own expense and its own risk, or to take the initiative itself to make the repair/replacement or have it made, at the supplier's expense, or to accept the non-compliant supply on the condition that a reduction in the price is granted, or to consider the purchasing contract legally dissolved at the supplier's expense; all of this notwithstanding Foylo NV's right to compensation for all damage it suffers as a result of the non-compliant supply, including among other things the payments it would be owed, if any, to its own client.

Article 5.

The agreed delivery period is binding and strictly applicable. Acceptance of the order by the supplier entails an obligation to the supplier to produce results in terms of complying with the delivery period.

The supplier is obliged to provide a production and process schedule at Foylo NV's request and to offer Foylo NV the opportunity to monitor the progress made.

If the supplier realises that it will not be able to comply with the delivery period, it shall inform the contact person at Foylo NV of this immediately by e-mail, no later than four days before the elapse of the delivery period. In doing so, the supplier shall state the reasons for the delay and its probable duration, as well as the measures it is taking to limit the delay as much as possible.

In the event of full or partial non-delivery by the supplier within the agreed delivery period, Foylo NV is legally entitled, without prior notification, to a fixed-rate compensation for damage of 5% of the total value of the order in question per week of delay begun, up to a maximum of the total value of the order, notwithstanding Foylo NV's right to a higher compensation for damage if greater damage is proved and notwithstanding Foylo NV's right to consider the purchasing contract to be legally dissolved at the supplier's expense, whereby Foylo NV has the right to compensation for all damage it suffers as a result of the failure to respect the agreed delivery period.

Deliveries or partial deliveries before the agreed delivery time may only be made by the supplier with the prior permission by e-mail of Foylo NV.

Foylo NV retains the right to postpone the agreed delivery date in the event of unforeseen circumstances. In this case, the supplier is obliged to keep the ordered goods reserved for Foylo NV for a maximum period of 6 months following the initially agreed delivery date, without being able to claim any payment for this.

Article 6.

The prices stated on the order form do not include VAT and encompass all the services supplied by the supplier in the context of delivery of the goods DDP, including storage, packaging, loading, transport and waiting times.

If the order form does not state a purchase price or this price is inaccurate, the ordered goods cannot be invoiced at a price higher than the one paid for the previous order of such goods without Foylo NV's prior written permission.

Unless there is a clause to the contrary on the order form, the prices stated on the order form are fixed and not subject to adjustment or indexing. However, if the supplier reduces its prices in the period between the order and the delivery, the prices in force at the time of the delivery will be applied. Under no circumstances can higher prices than the prices stated on the order form be applied.

If a supplier intends to increase the price of its goods, it will inform Foylo NV of this by transmitting a draft of the new price list by e-mail. The supplier accepts that the increased prices shall be applicable at the earliest to new orders placed by Foylo NV after reaching a conclusive agreement as to the amount of the price increase. In any case, Foylo NV retains the right to make one more strategic purchase of the goods concerned on the basis of the existing (not increased) price applied by the supplier, even after the aforementioned conclusive agreement.

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Article 7.

Invoicing shall be done after acceptance of the goods and/or services supplied.

The invoice states the order form number, delivery note number, contact person and details of the goods and/or services supplied, stating their description, quantity and price.

Invoices are payable either without reduction within 60 days following the date of receipt of the invoice, or with a 3% discount for cash payment (unless agreed otherwise) on the invoiced price excluding VAT within 8 days of receipt of the invoice.

Invoices that do not contain the necessary statements or that deviate from the delivery note will be sent back to the supplier without the latter being able to claim any payment. However, if Foylo NV pays such invoices after they have been corrected, within 8 days of the date of receiving the corrected invoice, it retains the right to deduct the aforesaid cash discount from that payment.

If defects or non-compliance are found in the delivery, Foylo NV is entitled to suspend payment of the invoices. However, if Foylo NV pays such suspended invoices within 8 days of the date when the supplier resolves and/or repairs the defects or non-conformity found, it shall once again retain the right to deduct the aforesaid cash discount from the payment.

Foylo NV is entitled to compensate the amounts it owes the supplier with any amounts whatsoever that the supplier may owe to it, if any should exist, on contractual or extra-contractual grounds.

In the event of late payment of the supplier's invoices, late payment interest is only owed after notification by registered letter, at an interest rate of 2% per year. The supplier shall waive all additional compensation for collection costs, penalty clauses or additional compensation payments or clauses.

Article 8.

This contract was signed in Antwerp and is exclusively subject to Belgian law, but with the explicit exclusion of the conditions of the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April 1980 (CISG).

All disputes that might arise from the interpretation or fulfilment of the contract come under the exclusive territorial jurisdiction of the courts of the legal district of Antwerp, unless Foylo NV elects to bring the dispute before the court where the customer is resident or has its establishment.