

BontexGeo General Purchase Conditions

1. General

1.1. These general purchase conditions (the "Conditions") apply to every agreement regarding the purchase of goods or services by BontexGeo NV, Industriestraat 39, 9240 Zele, Belgium, company number BE 0421 053 442 ("BontexGeo"). Together with the order by BontexGeo (regardless of how these were transferred to BontexGeo), they constitute the entire agreement (a "Contract") between BontexGeo and the seller (the "Parties"), that replaces all previous arrangements, appointments and agreements between the Parties. Deviations from these Terms and Conditions are only valid if expressly accepted by BontexGeo in writing. Any delivery of goods or the commencement of the execution of services by the seller constitutes proof that he has accepted the Contract without any reservation.

1.2 By accepting these Conditions, the seller unconditionally and irrevocably waives the application of its own general (sales) conditions and confirms that the provisions of these Conditions exclusively apply to and take precedence over all terms and conditions of the seller in his tenders, his acceptance of the order from BontexGeo or sales and / or delivery documents.

1.3 These Conditions apply to all future orders or purchase transactions between seller and BontexGeo, even without further reference to these Conditions.

1.4 No offer or price list of the seller constitutes an obligation for BontexGeo to purchase goods or services, unless written and explicitly otherwise accepted by BontexGeo.

1.5 A Contract or any other purchase agreement between the Parties is only concluded when a written order from BontexGeo is accepted by the seller under these Conditions. BontexGeo is not bound by statements made by purchasers, agents, intermediaries or subcontractors of BontexGeo or any other persons except for its legal representatives, unless they can submit a written power of attorney on the basis of which they are authorized to act on behalf of BontexGeo.

2. Prices and Payment

2.1 The price of the goods or services is the price as stated in the Contract, and changes or additions are only possible with the prior written acceptance of BontexGeo.

2.2 Unless otherwise agreed in writing, all prices in the Contract are exclusive of applicable VAT and inclusive of all costs for packaging, transport, delivery, insurance and other costs necessary for compliance with the Contract and the delivery of the goods or services in accordance with their specifications.

2.3 The seller will invoice BontexGeo upon or after the delivery of the goods or completion of the services. Payment of invoices is done within the term stated in the Contract. Unless otherwise agreed in writing or as stipulated in the Contract, all invoices are payable in EURO within sixty (60) days of the end of the month in which BontexGeo received the invoice.

2.4 Each discount that the seller gives to BontexGeo can only be revoked or changed with the written agreement of the Parties.

2.5 BontexGeo may deduct all amounts owed to the seller and set off amounts that the seller owes to BontexGeo.

2.6 A full or partial payment by BontexGeo does not imply the acceptance of the goods or services.

3. Delivery and Acceptance

3.1 Unless otherwise agreed in writing by BontexGeo, the dates and times of delivery or performance in the Contract are binding on the seller and must be strictly observed. The time or time of delivery or execution is an essential condition of the Contract. The seller is liable for any delay in the delivery or execution, except for a delay caused by force majeure (as defined in point 11), and the seller shall give BontexGeo appropriate instructions in connection with the delivery and execution of the goods or services.

3.2 Unless otherwise agreed in writing by BontexGeo, the goods are delivered DDP (Delivered Duty Paid, Incoterms 2010) at the destination stated in the Contract.

3.3 Partial delivery of goods or partial performance of services is only permitted if this is accepted in writing by BontexGeo.

3.4 If the seller cannot comply with a delivery or execution date, the seller must immediately notify BontexGeo of the earliest possible delivery or execution date. Unless BontexGeo accepts a modified delivery and execution date for the goods and services in writing, the seller's failure to deliver the goods or services on the delivery and execution date timely gives BontexGeo the right to (1) deduct from the prize (if BontexGeo has paid the price) or to claim from the seller compensation for delay, one (1) percent of the total Contract Price for each commenced calendar week, up to a maximum of fifteen (15) percent of the total Contract Price, and/or (2) to unilaterally terminate the Contract, after which the seller will repay any part of the Contract Price that has been paid in respect of these goods or services, and where BontexGeo has the right to return, at the expense of the seller, all goods have already been delivered

under the Contract; and/or (3) to unilaterally terminate the Contract and (at the choice of BontexGeo) to purchase replacement goods or services elsewhere; and (4) claim compensation from each of items (1), (2) and (i3) from the seller for all direct, foreseeable indirect and/or consequential damages, costs and claims of any kind whatsoever, including in the case of points (2) and (3) without limitation, the cost of replacing or returning the goods or services.

3.5 Upon delivery of the goods and/or the completion of the services, the seller will invite BontexGeo to inspect and check whether the goods and/or services have been performed in accordance with the requirements of the Contract and/or have visible defects.

Provided that such invitation to inspect and control has been received, BontexGeo will inform the seller of any non-conformities and/or visible defects that have come to light within a period of thirty (30) days of receipt thereof. through the usual and reasonable control and inspection methods of BontexGeo.

If BontexGeo establishes a non-conformity and / or visible defect, no acceptance of the goods and / or services will take place.

The signing of a proof of delivery, proof of completion, signing a performance sheet, the payment of a final invoice, the transfer of ownership or user right over the goods and/or the use of the services shall not be considered as acceptance of the delivered goods and/or services.

4. Packaging, marking, documentation and information

4.1 The seller is fully responsible for the accuracy and completeness of all instructions, data, drawings and information provided to BontexGeo, regardless of whether BontexGeo has approved them, unless the inaccuracy or omissions can only be attributed to instructions, dates, drawings. and information provided by BontexGeo and of which BontexGeo has confirmed that the seller can trust this.

4.2 The goods are marked in accordance with the instructions of BontexGeo (if given), and with all applicable legal and contractual rules and requirements.

4.3 All goods are delivered with the clearly visible indication of the applicable BontexGeo order number, and all communication and documentation relating to the goods and services must always clearly refer to the applicable BontexGeo order number.

4.4 The seller is responsible for obtaining import licenses, licenses or other permissions required for entering, placing on the market, delivering the goods or performing the services.

4.5 The seller shall provide a reasonable number of operating and/or maintenance manuals relating to the goods or services at BontexGeo, in English or in another language, as indicated by BontexGeo, without incurring additional costs, insofar as these are necessary for the installation, use and maintenance of the goods or services.

4.6 The seller agrees to provide BontexGeo at its first request with all necessary or useful statements, certificates or other documents relating to the goods or services. These certificates, declarations or other documents must be drawn up in English or in another language, as indicated by BontexGeo.

4.7 The seller will use quality packaging material to protect the goods against all transport risks. Goods must be packaged in such a way that they can be unloaded with rolling forklift trucks. Large numbers of small items must be packed on pallets, unless otherwise indicated by BontexGeo.

4.8 The seller guarantees that his deliveries that have been produced or imported in the European Economic Area are in conformity with:

- The Regulation on the Registration, Evaluation, Authorization and restriction of chemicals (EG 1907/2006 –REACH)
- The obligation of communication if the article contains substances of very high concern (SVHC) in an amount greater than 0.1% by weight, see list <http://echa.europa.eu/nl/candidate-list-table>
- Annex XVII of REACH with regard to substances that may only be used to a limited extent and whose limitations are specified in the REACH Regulation.

5. Risk, property and insurance

5.1 The risk of loss or damage and the ownership of the goods is transferred to BontexGeo at the time of delivery of the goods or completion of the services.

5.2 The seller provides the necessary liability insurance at his own expense for damage for which he is responsible. At the first request of BontexGeo, the seller will provide proof of the coverage amount of the insurance for each claim. The object and the amount of the insurance cover does not affect contractual or legal liability of the seller.

6. Transfer and subcontracting

The seller will not assign, transfer or subcontract any of its rights or obligations under the Contract to third parties without the prior written consent of BontexGeo. If BontexGeo agrees to a transfer or subcontracting, the seller will remain jointly and indivisible liable with the respective acquirer or subcontractor for compliance with the obligations the seller has under the Contract.

7. Quality, defects and warranty

7.1 The vendor shall have, at its own expense and responsibility, an efficient quality management system, maintain this and submit the necessary certificates at the first request of BontexGeo. BontexGeo has the right to inspect this quality management system, either itself or through third parties on commission and at the expense of BontexGeo.

7.2 The vendor guarantees to BontexGeo regarding the goods or services sold to BontexGeo:

7.2.1 that these are suitable for every objective or application expressly or implicitly stated by the seller or made known to BontexGeo and for use by BontexGeo in normal business activities;

7.2.2 that they are of good quality and free of defects in the manufacture, the material, the workmanship or the design;

7.2.3 that these correspond in all respects to the specifications, (technical) requirements and / or any reference samples requested by BontexGeo and approved in writing;

7.2.4 that these are not harmful to the health or safety of persons handling or using the goods in question for any reasonably foreseeable purpose;

7.2.5 that these are strictly in accordance with all requirements, regulations and the provisions of the Contract and applicable law;

7.2.6 that these, directly or indirectly, do not constitute an infringement of the intellectual property rights of third parties.

7.3 If one or more of the goods or services do not meet one of the guarantees referred to in clause and without prejudice to other rights and remedies that BontexGeo may have, BontexGeo has the right at any time during the period of two (2) years after the delivery and execution date, fully at its discretion, to ask the seller (i) to repair the goods or to correct the services, without charging BontexGeo extra costs or fees; (ii) to re-perform the defective or non-conforming services or replace the defective or non-compliant goods, without charging BontexGeo additional costs or fees; or (iii) to provide BontexGeo a fair price discount on which both parties must reach an agreement. This warranty on the goods or services also applies to repaired or replaced goods or services for a period equal to the full original warranty period.

7.4 If the seller fails to repair or replace the goods or services within fourteen (14) calendar days or another period set by BontexGeo in accordance with clause 7.3., BontexGeo has the right to request replacement of goods or services, to be carried out or commissioned by another supplier, and any amount paid by BontexGeo to purchase these replacement goods or services is fully refunded by the seller to BontexGeo.

7.5 The legal remedies and guarantees provided for in this clause 7 are supplementary to those expressly or tacitly provided for in the law and remain in effect irrespective of the acceptance by BontexGeo of (a part of) the goods or services to which these guarantees and remedies relate.

8. Liability

8.1. The seller is fully liable for and will fully indemnify BontexGeo and its representatives, employees, directors, affiliates and assignees without any restriction, indemnify and hold harmless against losses, damages, expenses and costs (including reasonable attorneys' fees) that are imposed on or made or paid by BontexGeo (to their own customers or to third parties) and which indirectly or directly ensue from or are the result of or are related to (i) breach of a warranty given by the seller with relation to the goods or services; (ii) any claim that the goods or services or related import, use or resale, infringe a patent, copyright, design right, trademark or other intellectual property right of a third party; and (iii) any fault or negligence of the vendor or its employees, representatives or subcontractors in performing its obligations under the Contract.

8.2. At BontexGeo's first request, the seller will transfer to BontexGeo the rights received by the seller from a third party under any guarantee, warranty, indemnification or other agreement in connection with the goods.

8.3 BontexGeo cannot be held liable for any damage or loss suffered by the seller during the execution of the Contract, except in the case of a deliberate error or gross negligence on the part of BontexGeo.

9. Termination

9.1 BontexGeo can terminate the Contract unilaterally and with immediate effect, provided that the seller is compensated for what has already been delivered or executed properly and for the proven costs of the seller as a direct and foreseeable result of this termination. Without prejudice to applicable mandatory legislation, BontexGeo is not liable for any kind of indirect or consequential loss, loss of profit, loss of income, loss of contracts or any other financial loss suffered by the seller.

9.2 BontexGeo can terminate the Contract with immediate effect and without any compensation without judicial intervention (i) in the event of a material breach of the Contract on the part of the seller and after a notice from BontexGeo in which the seller is requested to terminate the infringement. and the seller does not take any useful action to remedy the breach within thirty (30) days of receipt of the written notification and / or, in any case, the infringement has not been remedied within sixty (60) days of receipt of such notification; and / or (ii) within the terms of the applicable law, if the seller is declared bankrupt, insolvent, subject to liquidation, liquidation or insolvency proceedings or subject to the appointment of a receiver, administrator or similar official the benefit of all or almost all of its creditors to carry out a transfer or conclude an agreement for the composition, extension or adjustment of all or virtually all obligations; and / or a material change in the management, assets, property or shareholding of the seller.

10. Force Majeure

10.1 Neither of the Parties shall be liable to the other for delay or non-performance of its obligations under the Contract if it is due to force majeure. Any event or circumstance beyond the reasonable control of a party that prevents or prevents the affected party from executing its obligations under the Contract (on time). Examples of force majeure are war, riots, explosions, strikes or social conflicts, defects in the equipment of the other Party, defects in the telecommunication and IT equipment of third parties or the immediate termination by a supplier of the cooperation between a party and this supplier, without this termination being the result of a serious fault or negligence of this party.

10.2 If one of the Parties fails to comply with its obligations under the Contract due to force majeure, this party will inform the other party as soon as possible of the details of the case of force majeure, the consequences for the relevant obligations and the estimated duration. The affected party will make all reasonable efforts to limit the consequences of the case of force majeure on the performance of its obligations under the Contract. As soon as reasonably possible after the end of the case of force majeure, the affected party will notify the other party and the Contract will continue to be executed under the conditions immediately in force prior to the occurrence of the force majeure, unless the Parties agree otherwise.

10.3 If force majeure prevents a party from fulfilling its obligations under this Contract for an uninterrupted period of more than three (3) months, the other Party may terminate the Contract without judicial intervention or compensation.

11. Publicity

The seller will not publicly disclose, reveal or advertise the existence of the Contract or its terms or conditions in relation to the Contract without the prior written permission of BontexGeo.

12. Split ability

12.1 If a court or competent authority establishes that a provision (or part of a provision) of the Contract is invalid, illegal or unenforceable, this whole or partial provision, insofar as necessary, shall be deemed to have been removed, without affecting the validity, legality and enforceability of the other provisions of the Contract.

12.2 If an invalid, unlawful or unenforceable provision of the Contract would be valid, legal and enforceable if part of it were changed or deleted, this provision will apply with the minimum change necessary to make it valid, legal and enforceable.

13. Applicable legislation and dispute settlement

13.1 The Contract and any disputes or claims arising from or relating to the Contract or the subject or the conclusion of the Contract (including extra-contractual disputes or claims) are governed exclusively by Belgian law, with the exception of the national conflict rules and the Vienna Sales Convention of April 11, 1980.

13.2 De rechtbanken van de plaats van maatschappelijke zetel van BontexGeo hebben exclusieve bevoegdheid voor eventuele geschillen tussen de Partijen. Onverminderd het voorgaande, behoudt BontexGeo zich het recht voor om bij elke bevoegde rechtbank gerechtelijke procedures te starten, inclusief verzoeken om voorlopige of bewarende maatregelen te nemen tegen de verkoper.

13.2 Each of the parties hereto submit to the exclusive competent jurisdiction of the Belgian courts.

Notwithstanding the foregoing, BontexGeo reserves the right to initiate legal proceedings with any competent court, including requests to take provisional or protective measures against the seller.

14. Anti-corruption and modern slavery

The seller will fully comply with all applicable laws and regulations to combat corruption and modern slavery.

15. No agency

Nothing in these Terms creates, implies or proves any form of joint venture between the Parties nor any form of mandate or agency. Parties do not have the authority to make statements or make commitments on behalf of and for account of each other.