

## GENERAL PURCHASE CONDITIONS

### DESMEDT BVBA

#### Section 1 – Definitions

1.1. "Desmedt" hereinafter refers to the BVBA Desmedt, whose registered offices are established Cesar van Kerckhovenstraat 110, Fountain Business Park bld. 6, 2880 Bornem and which is filed as a company under the number 0405.891.946.

1.2. "The Supplier" hereinafter refers to the merchant, be it a physical person or a company, entrusted by Desmedt with the manufacture and/or sale of goods and/or the execution of certain tasks and/or services, whose details are mentioned on the front of the present document.

#### Section 2 – General

2.1. Only the present general purchase conditions will apply to any and all requests, orders and agreements placed or concluded by Desmedt. By replying to a price request, sending an offer and/or executing an order, the Supplier unconditionally and expressly accepts the present general conditions, with the exclusion of any and all other general or specific conditions used by the Supplier.

2.2. Derogatory conditions will only apply if they have been accepted expressly and in writing or electronically by parties beforehand.

#### Section 3 - Offers

3.1. The Supplier is bound by any and all offers it sends to Desmedt. By sending an offer to Desmedt, the Supplier thus undertakes to execute it as such, nothing being reserved nor withheld.

3.2. The Supplier's offer remains valid for a period of thirty days, starting from the day Desmedt has received said offer, except if parties have expressly agreed upon another delay in writing. Desmedt's silence can never be interpreted as acceptance of the offer.

3.3. Offers are always sent to Desmedt for free, no costs whatsoever being due by Desmedt. The offers are not confidential on behalf of Desmedt.

#### Section 4 – Price

4.1. Any and all prices communicated by the Supplier are ex VAT. Otherwise the prices are so-called "all in" prices and thus include any and all costs, taxes, remunerations, transport costs, installation, packaging, etc., nothing being withheld nor reserved.

4.2. In case an offer concerns different products and/or services, the Supplier undertakes to supply Desmedt with any part of the products and/or services for their respective price(s) as detailed in the offer or for an equivalent part of the global price, except if it has excluded this option expressly and in writing.

4.3. All prices are to be mentioned in Euro.

4.4. The Supplier is bound by mistakes in its prices.

#### Section 5 – Price modifications

5.1. The Supplier is bound by the price mentioned in the offer. It's not allowed to raise it without Desmedt's prior, written and express authorisation.

5.2. The Supplier will refrain as much as possible from raising its prices in case Desmedt's instructions would be unclear and/or incomplete or if Desmedt would modify the initially foreseen quantities and/or (technical) specifications.

#### Section 6 – Order

6.1. Desmedt will always place its orders in writing. Desmedt will never be bound by verbal orders, which the Supplier accepts. Desmedt will only be bound by orders placed by duly authorised people.

6.2. Desmedt always has the right to cancel an order, free of costs, prior to the Supplier's execution thereof. Should the Supplier already have started the execution thereof, Desmedt will only have to compensate the Supplier for the reasonable and established costs it's made.

6.3. The Supplier must inform Desmedt of possible errors in the purchase order (e.g. in relation to the price) before it initiates the execution of the order.

#### Section 7 – Quantity

7.1. The Supplier will always deliver the products ordered by Desmedt in the quantities foreseen by the latter.

7.2. In case the Supplier delivers more products than ordered, Desmedt will not be charged for these extra products.

7.3. In case the Supplier delivers less products than ordered, Desmedt will decide if the Supplier must deliver the missing products (at unit price). Desmedt will be entitled to suspend the payment of the concerned invoice until it's received all ordered products.

#### Section 8 - Quality

8.1. The Supplier warrants that the products it delivers comply with the agreement and the characteristics and/or (technical) specifications parties agreed upon, that they are flawless, fit for their purpose and comply with the legal requirements as well as any and all applicable regulations regarding the quality, the environment, safety and health, as well as with any and all requirements regarding the safety and quality norms that were applicable within the sector at the times of delivery.

8.2. Derogations, of whatever nature, entitle Desmedt to either refuse the delivery or to accept it provided a reasonable reduction on the original price is agreed upon between parties. Should Desmedt decide to refuse the delivery

and to replace its order with a third party, the Supplier will have to reimburse any and all resulting complementary costs. Furthermore the Supplier will have to either recuperate the refused products, at its sole costs, or to pay the destruction costs thereof.

8.3. Should The Supplier wish to modify the (technical) specifications and/or any part of products which have been ordered previously, it must inform Desmedt thereof in writing beforehand. Said modifications will require Desmedt's written authorisation before the Supplier can apply them. Up until then, the Supplier undertakes to deliver the products at the existing specifications.

8.4. Any person designated to that effect by Desmedt has the right, within reasonable notice, to inspect the products at the Supplier's (and/or the latter's subcontractor and/or agent's) offices. Such inspection doesn't reduce the Supplier's undertakings or responsibility.

#### Section 9 – Packaging

9.1. A clear label must be placed on each packaging as to allow an easy identification of its contents without opening the packaging. Each packaging must also contain a bar code with at least the following information: Desmedt's order number, the packing slip number, Desmedt's article number and the product quantity.

Deliveries without barcodes or with a partial and/or unreadable barcode will be refused. Desmedt is entitled to accept these deliveries and to deduct an administrative cost of 50 euro (fifty euro) per packaging from the invoice.

9.2. Any and all products must, at all times, be properly packaged to be protected from damages of any kind whatsoever.

9.3. Desmedt is entitled, at all times, to return the packaging material to the Supplier on the latter's costs.

#### Section 10 – Delivery

10.1. Delivery takes place in Desmedt's premises. Packaging and transport are executed by the Supplier. The products travel at the Supplier's sole risks. The same goes for digital files and/or data sent via the internet.

10.2. In case parties foresee that the products will be delivered at another location, this will happen at the Supplier's sole risks, costs and under its sole responsibility.

10.3. By accepting any products from the transporter and/or by signing any transport documents, Desmedt merely acknowledges that a delivery has occurred, without any statement as to its contents and/or conformity.

10.4. Storage of the products until their delivery takes place under the Supplier's sole responsibility.

10.5. The Supplier undertakes to deliver the products on EUROpallets only, whose height (palette included) will not exceed 1300 mm. Any and all deliveries, which do not comply therewith, can be refused by Desmedt.

Each palette may contain 1000 kg of products at most. Should (any part of) the order exceed that weight limit, the Supplier will inform Desmedt thereof beforehand in writing. Desmedt will be entitled to deduct the complementary costs from the invoice.

10.6. All deliveries have to take place within the following time frame:

MO 08h00 until 12h00 & 13h00 until 15h30

TU 08h00 until 12h00 & 13h00 until 15h30

WE 08h00 until 12h00 & 13h00 until 15h30

TH 08h00 until 12h00 & 13h00 until 15h30

FR 08h00 until 12h00 & 13h00 until 15h00

Should delivery occur at another time, Desmedt reserves the right to refuse said delivery or to deduct the amount of 50 euro (fifty euro) from the concerned invoice.

No delivery can take place on official Belgian holidays or during Desmedt's closing days.

10.7. Desmedt has the right to refuse the entire delivery should any products be damaged.

#### Section 11 – Delivery delays

11.1. The delays foreseen in the order are binding. They comprise the delivery of the products at their destination as well as the entire execution of the services agreed upon.

11.2. In case of delays, for whatever reason, Desmedt will have the right to either cancel the order, free of costs, or to accept it provided a reasonable reduction on the original price is agreed upon between parties.

In case Desmedt decides to refuse the delivery and to replace its order with a third party, the Supplier will have to reimburse any and all resulting complementary costs.

11.3 Desmedt has the right to postpone deliveries, free of costs. In such case, the Supplier shall duly pack, store separately, secure and insure the products.

#### Section 12 - Documents

12.1. Any and all documents concerning Desmedt's order must contain the following information: Desmedt's order number, the date, Desmedt's article number, the packing slip number, the details of the delivery per article and any and all other obligatory mentions. Orders without order form have to mention the name of the person who placed the order on all documents. Desmedt will be entitled to refuse the order if (any part of) this information would be missing on the packing slip.

Should (any part of) this information be missing

on the invoice, the payment thereof will be postponed until Desmedt has received a proper invoice.

12.2. The Supplier undertakes to supply Desmedt at the latter's first request with any and all requested certifications, drawings and/or technical specifications regarding the products. Desmedt is under no obligation to verify this information and cannot be held responsible if said information is incorrect and/or incomplete in any way whatsoever.

12.3. Desmedt can freely use said documents and is under no obligation to return these to the Supplier.

#### Section 13 – Payment

13.1. Desmedt will pay the Supplier's invoices within sixty days end of the month. In case Desmedt pays the invoices within ten days after the approval of the products and/or services, it will receive a reduction of 3 % (three percent) on the concerned invoices.

13.2. In case of delivery on demand the Supplier will only invoice the concerned part of the order.

13.3. In case Desmedt doesn't uphold the payment terms parties agreed upon, late payment interests of 6 % per year will be due in case Desmedt still hasn't paid the invoice(s) within two weeks after Desmedt has received a registered letter to that effect, except if a dispute exists regarding the delivery and/or the invoices.

13.4. Non-payment of (part of) an invoice by Desmedt doesn't entitle the Supplier to suspend and/or postpone its undertakings.

13.5. In case Desmedt places an order and requests it to be charged to a third party, only the latter will be under the obligation to pay said order, which the Supplier accepts.

13.6 Desmedt is entitled to suspend the payment, in case the Supplier doesn't uphold some or all of its undertakings in due time, even if these undertakings are related to another order and/or agreement.

13.7. Desmedt is always entitled to compensate the amounts it owes to the Supplier with any amounts the latter owes to Desmedt.

#### Section 14 – Defaults

14.1. Desmedt will have a period of two months to inform the Supplier of any visible defaults, as well as a period of two months from the discovery of hidden defaults to inform the Supplier thereof.

14.2. Desmedt is entitled to refuse the entire delivery in case any part thereof is faulty.

14.3. Should defaults, of any nature whatsoever, be established, Desmedt will be entitled to refuse the delivery or accept it provided a reasonable reduction on the original price is agreed upon between parties or request the Supplier to replace the faulty products, or combine the latter two options.

In case Desmedt decides to refuse the delivery and to replace its order with a third party, the Supplier will have to reimburse any and all resulting complementary costs. Furthermore the Supplier will have to either recuperate the refused products, at its costs, or to pay the destruction costs thereof.

#### Section 15 – Ownership

15.1. Desmedt becomes the owner of the products as soon as they are manufactured. In case Desmedt orders standard products, it will become the owner thereof upon delivery.

15.2. Any and all elements which Desmedt hands over to the Supplier (paper, films, information carriers, etc.) are stocked at the Supplier's sole risks and costs. The Supplier shall indemnify Desmedt in case of (partial) loss and/or damage. The same goes for any and all products destined for Desmedt.

15.3. Any and all elements manufactured by the Supplier in the framework of the order, like production tools, intermediaries and aides (a/o concept drawings, models, work- and detail drawings, information carriers, software programs, databases, clichés, films, printing plates, silk mesh, etc.) become Desmedt's property. Desmedt can use these freely, except if parties have agreed upon otherwise in writing.

#### Section 16 – Intellectual Property

16.1. Desmedt always becomes the sole owner of any and all intellectual property rights which arise on any and all works created by the Supplier within the framework of the order, including but not limited to texts, drawings, models, inventions, databases, information carriers, computer programs, pictures, movies and similar production tools, even if these elements are mentioned separately on the offer and/or the invoice. For as much as needed, the Supplier assigns all its rights in these works to Desmedt, for any and all uses, for the entire world and for the entire duration of the concerned intellectual property rights, nothing being reserved nor withheld.

16.2. Desmedt consequently is the owner of an exclusive and unlimited right to use the products made by the Supplier.

16.3. The Supplier confirms and warrants that its products don't violate any third party's rights, of whatever nature and will consequently hold Desmedt harmless from any procedure and/or demands of whatever nature in that respect.

#### Section 17 – Responsibility

17.1. The Supplier is responsible for any and all damages resulting from his mistakes, omissions, errors, etc., of any nature whatsoever, without any limitation whatsoever. The Supplier is conse-

quently bound to indemnify sequential damage, indirect damage, reputational damage, etc., whether or not it has been suffered by Desmedt and/or by third parties.

17.2. Any and all limitations in responsibility on behalf of the Supplier are expressly excluded.

17.3. The Supplier confirms that it has concluded an appropriate insurance policy with a respectable insurance company, which completely covers its responsibility. The Supplier also confirms that it will uphold its undertakings in that respect and that it will pay any and all due amounts. The Supplier will provide Desmedt with a copy of its insurance policy at the latter's first request.

#### Section 18 - Interdiction

18.1. The Supplier shall refrain at all times from contacting Desmedt's customers in any way whatsoever, directly or indirectly, and/or to accept any orders from said customers and/or execute any such orders.

Any violation of said undertaking carries a penalty of 10.000,- euro (ten thousand Euros) to be paid to Desmedt, without prejudice of further damages Desmedt would be entitled to.

18.2. The Supplier shall refrain at all times from hiring any member of Desmedt's personnel.

Any violation of said undertaking carries a penalty equal to three years of the personnel member's salary to be paid to Desmedt.

18.3. The present section will apply until five years have lapsed after the last order placed by Desmedt.

#### Section 19 - Confidentiality

19.1. Any and all of Desmedt's documents, information and data, of whatever nature, are strictly confidential. The Supplier undertakes to treat them in a strictly confidential manner and to make sure that the members of its personnel, its collaborators and subcontractors are bound by this undertaking as well. This undertaking also applies to the existence of the collaboration between parties.

19.2. The present section will apply until five years have lapsed after the last order placed by Desmedt.

#### Section 20 – Transfer

20.1. The Supplier requires Desmedt's prior, express and written authorisation before it can transfer all or part of its rights and obligations to a third party. The Supplier will always remain responsible for the correct execution of any and all orders placed by Desmedt.

20.2. Desmedt reserves the right to transfer its orders and/or the agreements it concluded with the Supplier, as well as any and all resulting rights and/or obligations to any third party.

#### Section 21 – Various

21.1. The invalidity or unenforceability of any provision of these conditions shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties shall use their best efforts to agree a new or varied provision, which achieves to the extent, permitted by law the original business purpose of any invalid provision.

21.2. The Supplier warrants that it is entitled and authorised to execute Desmedt's orders and that it hasn't signed any other agreement nor accepted any other undertaking, of any nature whatsoever, which could prevent him from concluding and/or executing the agreement.

21.3. Parties expressly exclude force majeure on behalf of the Supplier, which will thus remain responsible should this arise.

21.4. In case the Supplier enters Desmedt's premises, for any reason whatsoever (delivery of the products, execution of the services, etc.), it will always act as a bonus pater familias.

21.5. The Supplier is bound to inform Desmedt of any particular difficulties and/or health risks related to the products it supplies as well as to provide Desmedt with the required information to store, transport and/or use said products safely.

21.6. The Supplier undertakes to uphold the applicable legislation at any given time, including but not limited in relation to the labour circumstances in its premises. The Supplier will refrain at all times from calling upon subcontractors which would use child labour, forced labour, etc. Desmedt will have the right to terminate any and all agreements with immediate effect in case the Supplier would violate this undertaking in any way whatsoever.

21.7. Desmedt's express and written authorisation is always required before the Supplier can include Desmedt's name and/or its products in any publicity, portfolio, references, press releases, etc.

21.8. The Supplier will uphold at any given time the applicable legislation regarding the environment and will invest its best endeavours to act as ecologically as possible. The Supplier undertakes in this respect to inform Desmedt of possible alternatives which would be less polluting.

#### Section 22 – Litigation

22.1. Any and all orders placed by Desmedt as well as any and all agreements concluded between parties shall be subject to and governed by the laws of Belgium.

22.2. Any and all disputes arising from the application, interpretation and/or execution of the orders placed by Desmedt and/or of the agreements concluded between parties shall be treated solely by the Mechelen Courts and Appeal Courts.