

## GENERAL PURCHASE CONDITIONS

### I. GENERAL CLAUSE

These general purchasing conditions apply to all of our orders.

These will be considered as accepted by the supplier and / or subcontractor in all the special conditions which appear therein and these general conditions, if they have not been the subject of written reservations ten days after receipt, these reservations having been accepted in writing by TEMP CO SA.

These general conditions of purchase always prevail over any general conditions of sale of the supplier and / or subcontractor.

The supplier will take care to acknowledge receipt of each order within ten days of the date thereof, failing which, it will be considered accepted under the conditions stipulated.

### II. THE ORDER

The order includes, without this enumeration being exhaustive, the following documents:

- the order form and its specific conditions,
- these general conditions of purchase,
- if applicable, an annexed commercial or technical document.

In the event of any discrepancy or contradiction between the provisions of one or more contractual documents, the order of priority is that established above.

### III. DELIVERY - RECEPTION

The contractual date of delivery of the goods and / or performance of the service is mentioned on the order. This date of delivery of the goods and / or performance of the service is regarded as an essential element of the order.

The reception can in no case be considered as being made tacitly. Therefore, taking partial or total possession of the supplies and the absence of a complaint for a certain time can in no way be considered as accepting them.

Any signature of a delivery note is subject to verification within ten working days of the date of receipt. TEMP CO SA reserves the right to definitively refuse any supply and merchandise which does not comply with the conditions of the order.

Unless otherwise agreed on in writing, delivery must be made "delivery duty paid" (DDP) to the address mentioned on the order form, in accordance with Incoterms 2010

### IV. SUBCONTRACTING

The supplier may only use subcontracting with our prior written consent, and under his full responsibility. He will remain liable to us for the obligations arising from the order.

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### V. SHIPMENTS

Any shipment sent to us will initiate a packing slip established by the supplier including all the information necessary for the identification of the packages (reference on our order, nature and quantity of the goods, name of the carrier, date of delivery. delivery).

Transport conditions are subject to special provisions in the order. Otherwise, the supplier himself takes care of the transport and insurance of the goods transported to the place indicated by us.

### VI. PRICE - PAYMENT - INVOICING

#### 1. Price

Under the predefined delivery conditions, unless otherwise stipulated in the special conditions, the prices indicated in the order are understood tax excluded, firm and non-revisable for all the supplies delivered under the conditions provided for in the order.

#### 2. Payment

Unless otherwise specified in the order, no deposit is made with the order and invoices are paid by bank transfer on the agreed deadline or, failing that, within thirty days after the end of the month stated on the invoice. It is understood that the amount paid takes into account any penalties for delays.

#### 3. Invoicing

Invoices must include the order and item references, designation and, where applicable, the plan number, as well as the reference of the delivery note. They must be drawn up in a single copy and reach us no later than the 3rd working day following the month of delivery, otherwise the payment deadline will be postponed by one month.

The billing address is as follows: admin@tempco.be or TEMPCO s.a. Quatrième Avenue, 114, Hauts Sarts Zone 1, 4040 HERSTAL - BELGIUM

### VII. EXECUTION TIMES - PENALTIES

The deadlines or dates for the execution of the supply are defined in the special conditions. Unless otherwise specified, the deadlines or dates indicated on the order are imperative. Any delay in delivery must be communicated to us in writing as soon as possible before the delivery date specified in the order.

Exceeding the deadlines or delivery dates of the supply automatically implies penalties, the amount of which per working day, unless otherwise stipulated in the special conditions of the order, is equivalent to that resulting from the application to the price of the order, of a legal rate of one and a half times the legal interest rate. These late delivery penalties are not discharging and can in no way be considered a waiver of the right to terminate the order or compensation for any damage suffered by TEMPCO.

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### VIII. OWNERSHIP - RISKS

The transfer of ownership is carried out under common sales law notwithstanding any retention of title clause which cannot be opposed to us if it has not been expressly accepted by us.

The transfer of risk takes place upon delivery of the goods to the place indicated on the order, at the time of actual possession of the goods by an authorized person from our company.

### IX. GUARANTEE

The supply must be delivered complete and in accordance with the stipulations of the order. Unless otherwise specified in the special conditions, the warranty period is twenty-four months after receipt.

Upon the occurrence of an anomaly or a defect in the supply, TEMPCO will inform the supplier without delay in writing, specifying the nature of the anomaly or defect.

Until the expiration of the warranty period, the supplier is required to carry out, at his expense and as soon as possible, any replacement, repair, modification and / or adjustment necessary to maintain the characteristics, performance and guaranteed yields. Any transport costs remain the responsibility of the supplier.

### X. EXEMPTION CLAUSE

Are considered as grounds for exemption, all the circumstances which occur after the conclusion of the contract independently of the will of one of the parties and which prevent its execution such as: labor disputes, fire, mobilization, requisition, embargo, ban on currency transfers, insurgency, lack of means of transport, general shortage of raw materials, reduction in energy consumption, etc.

The party invoking the circumstances referred to above must immediately notify the other in writing, as soon as they arise and disappear.

The occurrence of any of these circumstances relieves both the buyer and the seller of all liability.

### XI. LIABILITY - INSURANCE

The supplier remains responsible for all personal, material and immaterial damage caused to TEMPCO SA through its fault and the fault of its agents and employees, its subcontractors, suppliers and service providers.

Consequently, the supplier will take out the insurance necessary to cover its liability and provide proof thereof at our request.

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### **XII. CONFIDENTIALITY**

The supplier and / or subcontractor undertakes to keep confidential the technical and commercial elements to which the execution of our order gives him access.

Any breach of this confidentiality obligation may result in the termination of the order by us, regardless of the damages that may be awarded to us.

If a non-disclosure agreement has been signed by the supplier and / or subcontractor and TEMPCO SA, it shall prevail and apply.

### **XIII. INSPECTION - QUALITY CONTROLS**

Subject to any additional provisions provided for in the order, TEMPCO SA will be able to carry out, during normal working hours, the inspections and tests it deems necessary, during the manufacture of the supply in the supplier's workshops, without the latter having been warned beforehand.

Any non-compliance found at the end of these inspections by TEMPCO SA or its authorized representative will give rise to a written notification to the supplier.

The absence of non-compliance following these inspections does not deprive TEMPCO SA of the right to refuse the equipment as non-compliant or affected by an apparent or hidden defect.

### **XIV. TERMINATION**

In the event that the supplier and / or subcontractor proves unable to fulfill our order, we reserve the right to terminate this order at the exclusive fault of the supplier and / or subcontractor, without prior notice, or with formal notice remained unsuccessful for 3 days in other cases, and without any other legal formality.

### **XV. APPLICABLE RIGHT**

The contract is governed by Belgian law, unless otherwise agreed in writing by the parties.

### **XVI. DISPUTES**

Any dispute relating to the interpretation or execution of our orders will be decided definitively by the courts of the judicial district of Liège (Belgium).

(General purchasing conditions V0)