

GENERAL CONDITIONS OF PURCHASE - FONDATEL LECOMTE S.A.

Article 1: Field of application

The present General Conditions of Purchase shall be applicable to orders placed by the customer, FONDATEL LECOMTE S.A., for the supply of goods and/or services. Unless there is an agreement to the contrary, the parties shall be bound by the present General Conditions of Purchase and these shall prevail over all other conditions resulting from any other contractual relations that may have occurred between the parties. Furthermore, these conditions shall prevail over the supplier's conditions of sale, even where the latter state the opposite. By accepting the order and the present General Conditions of Purchase, the Supplier waives its conditions of sale. If the supplier accepts the order with reservations or remarks, FONDATEL LECOMTE S.A. shall no longer consider itself bound by its order.

Article 2: Offers

Requests for prices or tendering by the customer, FONDATEL LECOMTE S.A., shall be without commitment. Only official purchase orders from the customer, FONDATEL LECOMTE, shall be considered as binding.

Article 3: Supply of goods or services

The supplier shall only supply the goods and services exclusively and in strict compliance with the order, the applicable rules, industry standards and good practice, the state of the art and the normal usage requirements of reliability and durability and those for a destination known to the supplier or one of which it should be aware.

All items shall comply with the Machinery Directive re-transcribed into European and Belgian law.

All raw materials shall be accompanied by a document certifying the quality of the product and its compliance with the instructions in the order.

Without prejudice to the strictest imperative provisions, the supplier shall repair or replace, as the customer chooses, at its own expense, any defect, omission and non-compliance in the products and services, discovered within 24 months following the supply, the putting into service or performance, and it shall indemnify the customer for any consequential damage.

The repair or replacement shall include the dismantling, carriage, repair, replacement, installation, testing and putting into service. In the case of a repair or replacement, a new deadline shall run from the date on which the item was put into service or when the service was performed, as applicable.

In cases of emergency, the customer shall have the right to itself perform the repair or replacement, without prejudice to the supplier's obligations abovementioned.

Article 4: Delivery deadlines

The agreed delivery deadlines shall start from the time the order was placed. As with all the aspects of the order, deadlines are imperative and are contractually binding upon the supplier. Should these deadlines fail to be met, the customer shall have the right to a lump sum compensation in the amount of 10% of the value of the order or the right to terminate the contract, without prejudice to its right to compensation for any resulting damage.

Article 5: Safety and the Environment

The supplier shall keep abreast of current Health, Safety and Environment rules, both general and special, connected with the delivery of goods and services. These services shall be supplied in complete compliance with legal and described instructions. When the goods are delivered, the supplier shall provide a certificate in which it confirms the compliance of the goods with current laws and obligations concerning health, safety and the environment, and especially the REACH regulation.

Where the services and/or goods are for delivery to the FONDATEL LECOMTE customer's site, the supplier shall strictly apply, and shall cause to be strictly applied by its staff and/or sub-contractors, all of the safety and environmental measures in force at the site. If there are any serious deficiencies therein, the FONDATEL LECOMTE company reserves the right to remove the supplier from the site at the supplier's own expense and to claim damages with interest.

Should any incident occur during the provision of services and/or delivery to the site that might endanger personal safety and/or goods, the supplier or its employees and/or sub-contractors shall inform the customer accordingly before leaving the site.

Article 6: Transfer of ownership and risks

Ownership and the risk of damage or loss shall be transferred to the customer at the time of delivery, except in the case of a supply that is subject to an acceptance procedure, in which case the ownership and risk shall only be transferred at the time of final acceptance.

Article 7: Orders - Pricing – Despatch of invoice - payment

Each invoice shall correspond to an official purchase order from the customer, FONDATEL LECOMTE S.A., and shall accordingly bear a serial number without which it may be rejected by the customer, FONDATEL LECOMTE S.A.

The prices or hourly rates shall include all costs, taxes, charges, contributions and remuneration applicable to the supply of goods and services, with the exception of V.A.T. Changes to the cost of carriage, customs duty and other new charges shall not be productive of a right to increase the agreed price. The invoice shall be sent to the customer's registered office, regardless of the place of delivery, and within the month of delivery and/or service provision.

Invoices shall be paid at 60 days from the end of the month, based on the date of receipt of the invoice, unless arrangements have been made to the contrary that are expressly stated in the purchase order. Payment shall be by bank transfer to the bank account number assigned for the purpose by the supplier, on condition that the supplier has complied with its obligations. Only goods delivered (raw materials, etc.) may be invoiced and paid by FONDATEL LECOMTE S.A.

Article 8: Sub-contracting – Assignment

A supplier shall not be entitled to assign all or part of the fulfilment of the order to a third party unless this is clearly stipulated in its price list and after the prior and official consent of the FONDATEL LECOMTE S.A. customer.

Sub-contracting shall be entirely at the supplier's risk and shall in no way discharge it from compliance with its obligations, that it shall also require its third parties to comply with. A supplier shall not be entitled to assign to a third party any of its rights and obligations resulting from the order, without first obtaining the customer's consent. The customer may freely assign all or part of its rights and obligations resulting from the order to a linked company.

Article 9: Confidentiality

The supplier shall be required to treat all information, know-how and any other trade secrets relating to the fulfilment of the order in strict confidence. It may not communicate any information, plan, sketch or other documentation to a third party without permission from the customer, FONDATEL LECOMTE.

Article 10: Liability - Insurance

The supplier shall be liable in respect of its customer, FONDATEL LECOMTE S.A., for any damage of any nature suffered by the customer. In this respect, the supplier shall also guarantee the customer against any recourse by a third party. Without prejudice to the severest imperative provisions, the supplier shall take out a "Civil Liability Operations" policy to cover the financial consequences of its civil liability in relation to a third party, for damage of any nature. Insurance policies must come into force, at the latest, by the time of delivery.

Article 11: Applicable – Competent Courts

Belgian law shall be applicable, except in the case of rules resulting from the Vienna Convention on International Sales. The courts of the district of Charleroi shall have exclusive competence to hear any dispute relating to orders.