

INNO-PLAST NV  
Industrieterrein Zwaarveld 65  
B – HAMME

## **GENERAL TERMS & CONDITIONS FOR PURCHASE ORDERS**

### **Article 1: Scope of the General Terms and Conditions of Purchase Orders and Definitions.**

- 1.1 "Company": INNO-PLAST NV, having its registered office at Industrieterrein Zwaarveld 65, 9220 with company number BE 0437.768.522
- 1.2 "Order": All orders for purchases, rental contracts or any other contract placed by the Company, which are subject to these General Conditions of Purchase.
- 1.3 "Supplier": The legal or natural person to whom the Order is addressed.
- 1.4 "Principal": The customer of the Company, who has given the order to the Company to perform a certain service or purchase a good.
- 1.5 "Main Contract": Agreement to supply goods or perform services concluded between the Principal and the Company.
- 1.6. When the Order simultaneously covers supplies and works/services, it shall be governed by both the Company's General Terms and Conditions and these General Conditions of Purchase of the Company.

### **Article 2: Order terms and conditions**

- 2.1. The Order is governed by the terms contained either in an order form addressed to the Supplier or in a contract signed by both parties. Each Order shall also be governed by these General Conditions of Purchase. The order form or the contract and the General Conditions of Purchase are integral part of the whole agreement between Supplier and Company.
- 2.2. When the Order is placed as part of the Main Contract, the technical and administrative rules of the Main Contract and its annexes also apply ("back to back"). In this case, the Order shall be executed in accordance with the technical clauses governing the Main Contract (including the plans, descriptive documents, warranty and performance requirements, certificates of conformity, etc.), the administrative clauses, both general and specific, as well as the Principal's instructions, governing the Main Contract.
- 2.3. In case of contradiction between the conditions as stated in the purchase order or contract and these Purchase Conditions, the purchase order or contract shall prevail over these General Purchase Conditions, and the General Purchase Conditions of the Company shall prevail over the General Conditions of the Main Contract.
- 2.4. Each Order shall be placed on these General Conditions for Purchase, which shall be the only conditions applicable - to the exclusion of the Supplier's general or special terms and conditions - even if they provide that only they shall apply. If the Order mentions or refers to an offer by the Supplier, such reference is purely indicative and nowhere modifies the hierarchy of conditions.

### **Article 3: Establishment of the Order**

- 3.1. Every Order and every amendment to the Order must be in written consent of Supplier and Company.
- 3.2. If the Order is placed by an order form of the Company, the Company shall only be bound to it upon receipt of a written acknowledgement of receipt signed by the Supplier. The late return of the written acknowledgement of receipt shall not affect the terms of performance/delivery. The fact that the Company would not respond to any reservation stipulated in the receipt of the Order may not be interpreted as (tacit) acceptance of this reservation. Any comments must be made in writing and delivered to the Company within eight days of sending the Order form. After the expiration of this eight day period, the Order shall be considered as accepted without reservation.
- 3.3. If the execution of the Order should have begun before the Company has received proof of the receipt, e.g. through invoicing or performance, the Supplier shall be irrefutably deemed to have tacitly accepted the terms of the Order in their entirety.

#### **Article 4: Delivery period**

4.1. The delivery period, including the transfer of the accompanying documents, constitutes an essential element of the Order for the Company. The Supplier undertakes to take into account the deadlines mentioned in the Main Contract so that the Company can fulfill its delivery obligations in the Main Contract.

4.2. If the Supplier has not delivered the Order within the agreed upon time, except in case of force majeure, the Supplier shall, merely by the fact of not respecting the delivery time, owe the Company a compensation. The calculation of this compensation shall be specified in the order form or contract. In the event that the order form or contract does not mention anything in this respect, the compensation shall be equal to 1% of the amount of the Order per calendar day of delay up to a maximum of 10%.

4.3. The Company expressly reserves the right to recover all other direct and indirect damages, caused by the Supplier, it suffers as a result of the non-fulfilment of the obligation of the Supplier to deliver on time.

4.4. If the delay would compromise any obligation of the Main Contract and the Company is obliged by the Principal to pay compensation or other charges for this delay, the Supplier shall furthermore - upon simple notification by the Company - indemnify the Company for all fines, penalties and damages imposed by the Principal on the Company.

4.5. Without prejudice to the above, in case of non-compliance with the delivery term agreed upon in the Order, the Company shall also be entitled to:

- cancel all or part of the Order by registered letter, without any compensation at her expense and without the intervention of a court, and/or;
- turn to another Supplier for the completion of the Order at the expense and risk of the Supplier and/or;
- take all measures provided for by the specifications of the Main Contract.

#### **Article 5: Shipment and delivery**

5.1. Unless otherwise agreed in the purchase order or contract, the Order shall be delivered and unloaded during normal working hours in accordance with the Incoterms 2010 DDP (Delivered Duty Paid), at the place defined in the purchase order or contract, or, if such place is not defined, at the Company's place of business specified on the purchase order.

5.2. The Order shall be accompanied by the necessary assembly, use and maintenance manuals, all applicable licenses, permits, certificates and documentation as well as the special safety regulations. These documents will be drawn up in Dutch, French and/or English.

5.3. The Supplier shall ensure proper packaging of the goods to be delivered. This packaging shall be undamaged on delivery.

5.4. Immediately on unloading the Order, the Supplier shall present a waybill or packing slip, in order to have it signed by an authorised representative of the Company.

#### **Article 6: Acceptance and Transfer of Risk.**

6.1. Mere delivery cannot be considered as acceptance. The signing of the waybill, the approval of quantities or any payment shall in no way imply acceptance of the delivered goods and shall not release the Supplier from any warranty obligation and/or liability.

6.2. For deliveries with installation, work-in-progress, software or services, acceptance as well as the transfer of risk takes place at the time of (provisional) delivery, unless otherwise agreed in the purchase order or contract. For other deliveries, the transfer of risk occurs upon receipt of the delivery by the Company.

6.3. The Company shall become the owner of the delivered goods upon their delivery to the place specified in the purchase order or contract. If the purchase order or contract provides for advance payment, ownership shall pass to the Company upon payment. However, the risk shall remain with the Supplier until the time of acceptance.

#### **Article 7: Liability**

7.1. The Supplier shall bear full responsibility and shall indemnify the Company, without limitation, for all direct as well as indirect damages, costs (including but not limited to transport, disassembly, reassembly and re-commissioning), losses as well as defense costs resulting from a breach by the Supplier of the Order or any agreement between the Company and the Supplier and/or resulting from a defect and/or non-conformity in the goods.

7.2. The Supplier shall indemnify and defend the Company against all claims of the Principal, all claims of third parties as well as any claim based on product liability.

## **Article 8: Price and payment**

- 8.1. Any prices or conditions other than those stated on the Order shall only be accepted upon separate written agreement
- 8.2. Notwithstanding specific conditions, the Supplier's invoices are payable within thirty (30) days after receipt by the Company.

## **Article 9: Termination.**

- 9.1. If the Supplier fails to fulfill his obligations (including failure to deliver the goods or to deliver them on time), the Company shall have the right, as of five working days after sending a registered notice of default, which has remained without effect, to either terminate the Order automatically and ipso jure, without the need of an intervention of a court, and without prejudice to the Company's right to claim additional damages and interest, or to have the Order delivered by a third party at the Supplier's expense and risk.
- 9.2. In case of, inter alia, bankruptcy, judicial reorganization, liquidation, death, prohibition, cessation or actual termination of activities and in all cases that have the effect of preventing the Supplier from, the Company shall have the right, unless otherwise provided by law, at its sole discretion, terminate the present Order by simple written notice and ipso jure, without the intervention of a court, or have the Order executed by the successors in title of the Supplier on the same terms of the Order, without prejudice to any damages and interest resulting from this change and the possibility of renegotiation.

## **Article 10: Processing of personal data**

- 10.1. The parties shall process each other's personal data as well as those of the Principal, the (sub)contractor(s) as well as other construction actors, their personnel, their employees, their appointees and other useful contacts. The purposes of these processing operations are the execution of this agreement, the management of clients/suppliers/subcontractors, accounting and site safety. The legal grounds are the performance of the agreement, the fulfillment of legal and regulatory obligations (such as, for example, the mandatory electronic attendance registration, the 30bis declaration of works, the attendance list or other obligations in public procurement) and/or the legitimate interest of the relevant party.
- 10.2. The parties undertake to process these personal data only for the aforementioned purposes and in accordance with the provisions of the General Data Protection Regulation as well as all laws, decrees, regulations in force implementing them. They will transfer these personal data to processors, recipients and/or third parties only to the extent necessary in the context of the aforementioned purposes for processing.
- 10.3. The parties shall take the necessary precautions to protect the personal data against, inter alia, unauthorized access, theft, destruction, loss, alteration, disclosure, reproduction or dissemination, whether accidental or unlawful.
- 10.4. The Supplier undertakes to impose the same obligations on the companies and organizations it calls upon.
- 10.5. Each party has knowledge of its rights of access, correction, data deletion and objection. For further explanation, the Company expressly refers to the Privacy Statement, as found on its website [www.info@innoplast.be](mailto:www.info@innoplast.be).

## **Article 11: Confidentiality obligations**

- 11.1. The parties undertake to keep the information obtained in the execution of the agreement confidential and to protect it from access by unauthorized persons. Disclosure against the express or presumed will of a party is only permitted in case of legal obligations of the respective other party towards authorities, government agencies or external auditors or with the prior written consent of the other party. The Supplier undertakes to comply with the relevant data protection regulations.
- 11.2. The term Confidential Information used in paragraphs 3 and 4 of this Article 11 means all business and technical information, whether disclosed in writing, orally or in any other form, tangible or intangible, including but not limited to:
- Information concerning inventions, discoveries, concepts, ideas, techniques, processes, designs, specifications, drawings, diagrams, models, samples, flowcharts, computer programs, algorithms, data, finances and plans, customer lists, business plans, contracts, marketing plans, production plans, distribution plans, system implementation plans, business concepts, supplier information, business procedures and operations and all materials related thereto;
  - These general terms and conditions, as well as the agreement itself;
  - All know-how and intellectual property;
  - All unpublished copyrighted material;
  - All use, variation, application, limitation to practice, discussion and any other communication derived from the relevant technology;

- All information transferred from INNO-PLAST NV to the customer and classified as confidential information.

11.3. Notwithstanding the other provisions of the agreement, each party acknowledges that the Confidential Information of the other party has a unique character and other proprietary value to its owner, so that if the customer fails to fulfill its obligations, the Company will suffer irreparable damage. Each party shall protect the Confidential Information of the other from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own similar information, and at least with a reasonable degree of care. Neither party shall use or disclose the other's Confidential Information. The parties further agree to limit access to the know-how provided to them by another party to only those persons who need to know such Confidential Information as a result of their involvement in the Order under the agreement, and to permit such persons to use the know-how only while they are working directly on the Order under the Agreement.

11.4. The confidentiality obligations resulting from these purchase conditions shall apply for the entire term of the agreement and Order and shall continue to apply even after its termination.

#### **Article 12: Intellectual Property**

12.1. The Company shall retain the property rights, copyright and all intellectual rights to, inter alia, the moulds, models, samples, prototypes, documents, templates, designs, technical specifications, calculations, plans, drawings, sketches, photographs, etc. which they have produced, irrespective of whether the Supplier has had any influence on their manufacture.

12.2. Goods and working methods developed by the Company in cooperation with or by order of the Supplier shall become the property of the Company and may only be made available to third parties with the Company's written consent. The knowledge acquired by the Company in this development shall exclusively be at the disposal of the Company and shall not be disclosed by the Supplier to third parties or used for the benefit of himself and/or third parties, unless the Company has given its written consent prior to such use. To the extent necessary, the Supplier shall unconditionally and at no cost or price transfer the intellectual property rights to the Company in advance, which the Company accepts. If for the transfer or the entry in relevant registers a deed or any other formal act is required, the Supplier hereby unconditionally grants his unconditional cooperation thereto or, respectively, irrevocably authorizes the Company to effect such transfer or entry (or any other formal act).

12.3. In so far as any intellectual property rights apply to the goods or performances delivered by the Supplier, of which the Supplier can prove that they already existed prior to the entry into force of the agreement and were owned by the Supplier or that they were developed independently of (the execution of) the agreement, such intellectual property rights shall belong to the Supplier. The Supplier grants to the Company a non-exclusive, perpetual, irrevocable, worldwide and transferable right of use with respect to such intellectual property rights for any purpose related to the business or activities of the Company. Such right of use by the Company shall include the right to grant such right of use to its (potential) customers or other third parties with whom it maintains relations in connection with the conduct of its business.

12.4. The Supplier guarantees that the performance of the Order shall not infringe any intellectual property rights (including but not limited to copyright, patent right, design right, trademark right) of the Company and/or third parties. The Supplier shall indemnify the Company against claims of third parties for infringement of these rights as well as any consequential damages.

#### **Article 13: Chemical substances and CE Marking.**

13.1. Supplier warrants that it is fully aware of Regulation EC No. 1907/2006 on the Registration, Evaluation and Authorization of Chemicals (REACH) with respect to chemicals imported, distributed or used in the European Union. The Supplier warrants that, if and to the extent applicable, the goods or substances included in the Order fully comply with the requirements of REACH. The Supplier shall provide the (pre-)registration number(s) as well as the Safety Data Sheet (SDS) to the Company. Insofar as the goods or substances included in the Order fall outside the scope of REACH but fall within the scope of other (inter)national regulations restricting the use of chemical substances, the Supplier warrants that the goods or substances included in the Order fully comply with such regulations.

13.2. If required, the Supplier shall affix a CE Marking to the goods or substances, as well as state that an EC Declaration of Conformity is added.

#### **Article 14: Invalid clauses**

14.1 If one of the provisions of these purchase terms is or would become invalid in whole or in part, this shall not affect the validity of the other provisions. The parties shall in good faith replace the invalid provisions with an equivalent provision that most closely corresponds to the intention of these purchase conditions. In the event of a nullity in whole or in part, the court may always mitigate the nullity and limit it to the unreasonable part.

**Article 15: Competent courts and applicable law.**

15.1. Belgian law is exclusively applicable to the agreement and its general terms and conditions. All disputes arising in connection with or as a result of the agreement(s) and/or its general terms and conditions for purchase are subject to the exclusive jurisdiction of the courts of Ghent.