

## GENERAL PURCHASE CONDITIONS

### 1. OBJECT - APPLICATION

These are the general purchase conditions of Arco NV, with registered office in Belgium, 9160 Lokeren, Brandstraat 22, KBO number: 0474.905.052 (hereinafter "the client").

These conditions apply to every order and/or agreement made and/or concluded by the client with a view to the purchase of merchandise and/or the contracting of services. These conditions apply exclusively to the purchase agreement between the client and the supplier. The client hereby expressly protests the application of any other conditions included in or referred to in documents of the supplier (e.g. quotation, order confirmation, invoice, etc.), even if these are later communicated to Arco NV and no longer be explicitly protested. These terms and conditions apply unless the parties expressly agree otherwise in writing. In the latter case, these general purchase conditions will in any case retain their additional effect in relation to the deviating conditions and modalities.

### 2. QUOTE – ORDER ACCEPTANCE

An offer from the supplier is binding during the term stated in the offer, with a minimum of one month.

Uncertainties in the supplier's quotation are always explained in favor of Arco NV. Arco NV is only bound by an order it has placed following a quotation from the supplier if this order is confirmed in writing by a body authorized to represent Arco NV.

An order from Arco NV is deemed to have been accepted by the supplier, unless this order is refused in writing by the supplier within a period of ten days following receipt of this order. At any time prior to the acceptance of an order by the supplier, expressly or implicitly, Arco NV is entitled to change or cancel its order in whole or in part. An order is always placed by Arco NV subject to correction of mistakes and/or material errors. As a result, she cannot be held liable for compensation.

### 3. DELIVERY - PERFORMANCE

The deliveries of merchandise and/or services by the supplier are made according to the Incoterm Delivery Duty Pay ("DDP"). The supplier indemnifies Arco NV against possible damage to or loss of the merchandise as a result of the delivery.

Upon delivery of merchandise, a detailed dispatch note must be submitted to Arco NV, stating the following information: the order number, the description of the number and nature of the shipped merchandise and the number and characteristics of the packages.

When services are provided, a work order must be submitted to Arco NV, stating the following information: the start and end hours at which the services were performed and the details of the services provided. The signing of the work order by Arco NV only validates the data on the work order, but does not imply acceptance of the services provided.

### 4. DELIVERY TIME

Delivery times are essential and bind the supplier. In the event that a delivery term is exceeded by the supplier, the supplier is in default without notice of default and Arco NV is entitled to terminate the agreement in whole or in part without judicial intervention by way of simple written notification, without prejudice to all other rights provided for in the Dutch Civil Code. dissolve. Arco NV may refuse partial or early deliveries, in which case it may return or store the merchandise, in both cases at the expense and risk of the supplier.

Arco NV reserves the right to charge all costs arising from non-compliance with the delivery terms (such as temporary measures) after a written notice of default is at the expense of the supplier.

### 5. ACCEPTANCE

The acceptance of the merchandise and/or services always takes place at the company of Arco NV or at the delivery address specified by Arco NV. The approval and acceptance is subject to a prior inspection by Arco NV, which, depending on the nature and the concrete circumstances, will take place within a reasonable period of time following delivery, a period which, however, will never be less than 7 working days. Even if Arco NV proceeds to delivery of the merchandise, all dangers and risks to which the merchandise is exposed before their arrival in our warehouse, are borne by the supplier. Arco NV reserves the right to refuse the merchandise that has changed in dimensions, quality or construction without written approval with regard to the order. Excess merchandise delivered can be refused, even if the merchandise is already in the warehouse. The supplier is obliged to take back the refused merchandise at his expense.

Interim payments do not constitute acceptance. An acceptance is always subject to any hidden defects.

### 6. INVOICES

Arco NV requests the supplier to provide the invoice, each time stating the number of the order form. For the goods received and accepted, the agreed price can be invoiced after expiry of the term on the order form. In the absence of any term, these invoices are payable 60 days after the invoice was received. In the event of a dispute about the number, defects, material or documentary incompleteness of the goods or services delivered, the goods or services will not be paid by operation of law and without a notice of default being required.

The transfer of ownership of merchandise takes place from the moment the merchandise can be individualized, regardless of full payment of the price. The transfer of ownership of services takes place from the moment the services are provided. The supplier bears the risk for damage to and loss of the merchandise and/or services until the acceptance of the merchandise and/or services by Arco NV.

#### **7. WARRANTY**

The supplier warrants that the merchandise and/or services at the time of delivery: 1) are in accordance with the terms and conditions of the agreement between the parties; 2) complies with all relevant and applicable regulations, including those relating to safety, transport, packaging and labelling; 3) is free from visible and hidden defects; 4) complies with all relevant and applicable technical rules and standards; 5) is free, unencumbered and does not infringe the intellectual property rights of any third party; 6) is accompanied by all necessary and useful documentation that enables the use, processing and/or resale for Arco NV in the most optimal conditions, whereby the supplier confirms that this documentation is correct, complete and up-to-date.

#### **8. DEFECTS**

In the event of a violation of one or more of the guarantees described in these general terms and conditions, Arco NV entitled to choose, with immediate effect and without prior notice of default, to apply one or more of the following remedies: 1) a new delivery of the merchandise and/or services; 2) a repair or replacement of the merchandise and/or service by the supplier or a third party at the expense and responsibility of the supplier; 3) a dissolution of the agreement with recovery of its damage; 4) a removal of the delivered merchandise and/or services by supplier or a third party at the expense and responsibility of the supplier. These remedies do not affect any other remedies available to Arco NV. Arco NV will inform the supplier in writing of the violation of one or more of the guarantees described in these general terms and conditions. The supplier is deemed to accept the defect, unless disputed in a substantiated and detailed manner within a period of two working days following receipt of this notification.

#### **9. WARRANTY**

All merchandise comes with a minimum warranty of two years from delivery. The warranty period is extended by the time of the interruption of use due to malfunction. This period starts at the moment Arco NV has notified the supplier of the defect reports and ends when the device is put back into service. The warranty for repair or replacement of defective parts is at least six months. The warranty covers all costs necessary to restore the device that becomes defective during normal use. The supplier is responsible for damage resulting from the malfunctioning of the delivered products.

#### **10. PRICE**

The agreed prices are fixed and non-deductible for all orders, including those that are delivered on request. The agreed prices are exclusive of VAT, but include all other government-imposed taxes, excise duties and levies, as well as all packaging, protection and fastening materials. The supplier is responsible and liable for the correct levy and payment of all such taxes and/or duties. If necessary, the supplier must invoice such taxes to Arco NV in such a way that Arco NV can correctly reclaim these taxes. Changes in prices, indexes, wages, social security charges, taxes, exchange rates and other cost-increasing factors, as well as additional or less work, cannot be passed on to Arco NV, unless this possibility of revision is expressly stated in the agreement.

#### **11. DEBT EQUATION**

Arco NV is entitled at any time and without prior notice to offset its outstanding debts, and even outstanding outstanding claims, towards the supplier.

#### **12. INTELLECTUAL PROPERTY**

The intellectual property rights, including copyrights, trademark rights, design rights and patent rights, which rest on designs, drawings, models, etc., which have been provided to the supplier by Arco NV, belong exclusively to Arco NV.

All rights to works specifically developed for Arco NV under this agreement become the property of Arco NV from the time the works are developed. All rights to works that have not been developed specifically for Arco NV remain the property of the supplier.

#### **13. CONFIDENTIALITY**

The parties undertake to treat information that has been designated as confidential and has received it from the other party in strict confidence and not to communicate or disclose it in any way to third parties, to use confidential information only within the framework and within the limits of the implementation of this agreement and to protect confidential information against theft, loss, damage and/or unauthorized access by third parties. Confidential information means, among other things, the information related to the company (in any form or on any data carrier) with

regarding technology, strategy, design, products, customers, prospects (including mailing lists), technical or commercial methods, rates, pricing terms, suppliers, financing, employees and management.

All data, documents and other company information made available by Arco NV to the supplier will at all times remain the property of Arco NV and must be returned at Arco NV's first request or at the latest upon delivery.

The supplier shall also impose the obligations referred to in this article on personnel and third parties involved by the supplier in the execution of the agreement.

In the event of a breach of the confidentiality obligation by the supplier, the latter will forfeit an immediately due and payable fine of EUR 10,000.00 per breach, without prejudice to Arco NV's right to claim full compensation for the damage suffered by it.

#### **14. COMPLIANCE WITH LEGISLATION - ANTI-FRAUD**

Supplier undertakes in the performance of its activities under this Agreement, all applicable laws and regulations relating to its activities, including but not limited to regulations on corruption, money laundering, environmental protection, product liability, legislation regarding privacy and protection of personal data, health and safety of employees, etc., as well as to ensure compliance with these by its personnel and subcontractors.

In particular, the Supplier undertakes not to conduct its activities, directly or indirectly, in violation of anti-fraud provisions, such as the regulations on bribery, corruption, money laundering, tax evasion, etc. It may not engage in any illegal or unlawful activity or do exercise.

The Supplier shall indemnify, defend and indemnify Arco NV and its personnel for all liabilities, losses, damages, injuries, costs, actions, fines and sanctions arising from the non-compliance by the supplier, its personnel or subcontractors with its obligations as set out in this article 14.

#### **15. INSURANCE - LIABILITY**

Prior to the delivery of goods or services, the supplier must take out and maintain the necessary insurances during the entire execution, as well as during the guarantee period, which are necessary taking into account the subject of the agreement, to cover his liability. In the case of subcontracting, the supplier shall have the same obligations impose on its subcontractors. Proof of this must be provided to Arco NV and Arco NV may at any time request confirmation of this from the insurer. In the present case, Arco NV can, if it deems it useful, substitute itself for the supplier with a view to taking out insurance or paying the premiums and then deduct the resulting costs from the amounts owed to the supplier. .

The supplier, its personnel and subcontractors must be covered by insurance for accidents at work and accidents during the commute. The vehicles of the supplier, its personnel and subcontractors must be covered by a third-party insurance, even if they are only used on private property.

The professional indemnity or liability for exploitation of the supplier, contractual and extra-contractual, as well as all construction site risks must be insured for sufficiently high amounts, taking into account the risks of the Agreement. This insurance obligation in no way implies the limitation of the supplier's liability, nor does it imply any indemnification of Arco NV against claims by third parties for amounts exceeding the insured ceilings for uninsured risks.

The compensation that Arco NV may be obliged to pay towards the supplier and towards third parties will never be higher than the cover provided under Arco NV's third-party liability insurance. The most current version of the liability insurance certificate can be sent upon simple request. In any case, Arco NV's liability towards the supplier and towards third parties will be limited to the amount invoiced by Arco NV to the Customer in the period of 12 months prior to the occurrence of the damage suffered by the Customer.

#### **16. DISPUTES - APPLICABLE LAW**

The court of Ghent will have exclusive jurisdiction to hear all disputes that may arise as a result of the agreement. The agreement is exclusively governed by Belgian law. Applicability of foreign legislation or the Vienna Sales Convention is expressly excluded.

In court proceedings, all costs, the amount of which is determined by the court, must be reimbursed by the losing party