

TIMMERMAN EHS NV GENERAL TERMS AND CONDITIONS OF PURCHASE

1 General

- 1.1 These general legal terms and conditions of purchase apply to all current and future orders and agreements concluded by and/or with TIMMERMAN EHS nv.
- 1.2 All stated prices offered include "TRANSPORT and PACKAGING" and exclude VAT, unless otherwise agreed.
- 1.3 Subject to explicit and written agreement to the contrary, the legal relationship between parties is governed exclusively by these general legal terms and conditions of purchase, of which the supplier declares that he/she/it has taken due note, accepts these and which prevail over the supplier's own sales and/or other terms and conditions. The acceptance or any start of the execution of an order implies the supplier's agreement with the contents of these general legal terms and conditions of purchase.
- 1.4 Conditions and provisions stated on the suppliers' price quotations, order confirmations and/or invoices are subject to our general legal terms and conditions of purchase.
- 1.5 Under no circumstances does the nullity of one or a few of the clauses of the present general terms and conditions cause the nullity of the general terms and conditions. The other clauses remain in force in any event.

2 Order – Realisation of the agreement

- 2.1 An agreement is only regarded as concluded when:
 - written orders and amendments by means of fax, e-mail, etc. are officially confirmed;
 - or the written purchase order of TIMMERMAN EHS nv is accepted by the supplier when the latter has returned the copy of the purchase order as signed in agreement;
 - or both parties signed a "checklist to be discussed for price quotation" in mutual agreement during the negotiation stage.
- 2.2 If the supplier does not accept the order within 5 working days, TIMMERMAN EHS nv reserves the right to cancel its assignment on condition that written notification is sent to the supplier and without counter compensation for the supplier.
- 2.3 Suppliers are expected to return the copy of the order, duly signed "IN AGREEMENT" and on which the words "ORDER CONFIRMATION" appear, within 5 days after receipt of the order.
- 2.4 Suppliers who fail to return the order confirmation are deemed to have accepted all terms and conditions of purchase for the order and all the terms and conditions of purchase.
- 2.5 Derogations in respect of supplier's delivery of too much or too little, too early or too late of any given order will not be tolerated unless TIMMERMAN EHS NV has agreed to such derogation in writing.
- 2.6 TIMMERMAN EHS NV will also be granted permission to freely reserve all information relating to the order for own use in respect of third parties.

3 Delivery and description

- 3.1 Goods must be sent to the delivery address stated on the order. The supplier undertakes to deliver the products at the time, within the term, at the place and/or under the circumstances as described in the order, which is regarded as essential and binding.
- 3.2 TIMMERMAN EHS NV reserves the right to refuse any delivery that is not in conformity with the purchase order and, subject to prior notification, it also has the right to return this at the supplier's cost and expense.
- 3.3 However, if TIMMERMAN EHS NV bears the transport and/or packaging costs, they must be stated separately on the invoice and the supplier is obliged to choose the most economical manner of transport and packaging provisions. The supplier is responsible for all transport and packaging risks.
- 3.4 The supplier undertakes to compensate TIMMERMAN EHS NV for all direct and/or indirect material and immaterial additional consequential loss it suffers pursuant to the supplier's late delivery.
- 3.5 If TIMMERMAN EHS NV was not put into possession of the goods ordered on the agreed date, it has the right to terminate the contract by means of a notice of default, without any compensation being owed. In that case the supplier is obliged to compensate TIMMERMAN EHS NV for any damage the latter has suffered.
- 3.6 Goods must be packed in such a manner that the content of the parcel is not damaged.
- 3.7 Unless there is an explicit stipulation to the contrary:
 - delivery date or term starts as of the date of the purchase order issued by Timmerman EHS nv;
 - the delivery term or delivery date is binding.

3.8 Unless there is a written agreement to the contrary, delivery is “delivered duty paid at Timmerman EHS nv (DDP) in accordance with Incoterms 2000.

4 Risk transfer

4.1 For products and/or equipment that must be installed in the buildings of TIMMERMAN EHS NV, the risk will only transfer, on the one hand, by the definitive notice of default signed by the supplier and, on the other hand, by the explicit acceptance in situ by TIMMERMAN EHS NV.

4.2 For all other products the risk will only transfer after signing for acceptance “with reservation” for both the quality and/or quantity control by TIMMERMAN EHS NV.

5 Quality – complaints - guarantees

5.1 TIMMERMAN EHS NV can perform any inspection it deems necessary in the supplier’s workplace and/or place of employment and of his/her/its respective suppliers and/or subcontractors at any point in time. This will not influence the suppliers’ liability under any circumstances.
After delivery, TIMMERMAN EHS NV will officially serve any visible and latent defects that might be established after quantity and/or quality inspection for every delivery.

5.2 The supplier undertakes to comply with all legal standards and/or regulations regarding the environment, safety, hygiene and trade practices. Any non-compliance of one of these provisions will be regarded as a serious failure.

5.3 If the agreement refers to any provision or document regarding technique, safety or quality, the supplier will be deemed to be familiar with this, unless written notification is given of it. In such a case TIMMERMAN EHS NV will provide the supplier with the necessary information regarding TIMMERMAN EHS NV’s own provisions and documents.

5.4 The supplier guarantees that goods are ready to use and free of any visible and hidden defects. The supplier must in any event compensate TIMMERMAN EHS NV for all consequential loss, costs and expenses that the latter incurred due to product of low quality and/or non conformity with the order and/or any other product defect.

5.5 The supplier undertakes to compensate TIMMERMAN EHS NV for all direct and/or indirect material and immaterial additional consequential loss it suffers pursuant to the supplier’s defective delivery.

5.6 If the products are affected by a visible and/or hidden defect, TIMMERMAN EHS NV has the choice between having them replaced by others of the same kind and type, reimbursement of a part of the price proportionate to the defects and termination of the agreement. In each of these cases TIMMERMAN EHS NV is entitled to compensation for all consequential loss pursuant to the defect.

5.7 If a delivery is incorrect or defective, the payment term is also suspended ipso jure until full execution or acceptance of compensation for damages. Delay in payment for these reasons can never give rise to owing any interest or compensation whatsoever.

5.8 In the case of all deliveries of basic raw materials and/or semi-finished products, the supplier must always state the production date and ultimate expiry date on the identification label, as well as “SHELF LIFE TIME” (referred to as DUE DATE) of abovementioned product.

5.9 If a third party claims damages from TIMMERMAN EHS NV, where this damage is directly connected to a visible and/or hidden defect regarding the goods delivered by the supplier, the supplier undertakes to fully indemnify TIMMERMAN EHS NV for similar claims and to voluntarily intervene in a legal and/or extra-judicial procedure (without prejudice to the provisions already provided for in Article 5.5). The supplier also undertakes to notify TIMMERMAN EHS NV any time the latter so requests, of all documents regarding the defective execution of the defective products.

5.10 Except for intentional faults, TIMMERMAN EHS NV can never be held liable for any form of damage whatsoever suffered by the supplier.

5.11 In the case of repeated establishment of incorrect or late delivery of the certificates, Timmerman EHS nv reserves the right to charge an administrative fee of EUR 500 per certificate.

6 Changes to the products and/or production processes

6.1 All suppliers who regularly have trade relations with TIMMERMAN EHS NV are obliged to inform TIMMERMAN EHS NV at the appropriate time of any intention to change the products, production processes and methods of analysis relating to the products delivered to TIMMERMAN EHS NV;

7 Certificates

7.1 All technical data requested with the order, including installation works such as “Instruction Manuals”, ‘Spare parts lists”, “Equipment Certificates”, “Test Certificates”, “Certificates of Origin”, “Good workmanship certificates”, including “Inspection Reports” must be handed to TIMMERMAN EHS NV free of charge together with the goods and also remain the full ownership of TIMMERMAN EHS NV.

8 Invoices

8.1 Invoices must be sent to the address stated on the order and must always include the following information before they will be paid: “Purchase order number”, “Date of order”, “Project number”, including “Part Number” if applicable.

- 8.2 Unless explicitly negotiated otherwise, the supplier shall not combine different orders in one and the same invoice. Invoices are to be issued in triplicate and always include our "Purchase order and Project numbers".
- 8.3 Unless explicitly negotiated otherwise in the Special Terms and Conditions, payment to the supplier will always be made in EUR.
- 8.4 Invoices and delivery notes must be sent to the Bookkeeping Department of TIMMERMAN EHS NV on the date of delivery. Payment terms established contractually will only become effective as of the actual requested delivery date and after the invoice has been received.
- 8.5 Invoices must cover the full order. Partial invoices for partial deliveries must be limited to the actual quantities delivered.
- 8.6 The supplier will not charge any costs for storage, packaging or transport, unless explicitly otherwise agreed in writing.
- 8.7 TIMMERMAN EHS NV will pay the account after receipt of the goods and of the necessary certificates/documents (if requested) within 60 days end of month unless otherwise negotiated.

9 Confidentiality

- 9.1 All information, opinions, models, lay-outs, logos and/or other materials which TIMMERMAN EHS NV makes available to the supplier for the purposes of the ordered assignment always remain the exclusive industrial and/or intellectual property of TIMMERMAN EHS NV and may never be copied, reproduced, used again or transferred to third parties and/or made accessible to third parties in any manner without the prior and written permission of TIMMERMAN EHS NV.
- 9.2 All elements established below as industrial or intellectual property of TIMMERMAN EHS NV amount to confidential information, the infringement of the confidential nature of which constitutes a deed of unfair competition.
- 9.3 If the supplier does not comply with the provisions of the present clause, TIMMERMAN EHS NV shall be entitled to cancel all and/or part of the agreement and claim compensation for damages.

10 Explicit termination proviso

- 10.1 TIMMERMAN EHS NV has the right to terminate the agreement automatically and ipso jure with immediate effect by means of a registered notification if the supplier does not observe one or more of his/her/its obligations emanating from the agreement.
- 10.2 The supplier must compensate TIMMERMAN EHS NV for all damage suffered as a result of this, with a minimum of 20% of the total nominal value of the order.
- 10.3 If the supplier is declared to be in a state of bankruptcy, has requested Court composition, his/her/its assets are fully or partially attached or in the case of any other circumstance influencing his/her/its solvency, TIMMERMAN EHS NV has the right to terminate the agreement with immediate effect by means of registered notification. In terms of the reservation clause, if the agreement has been partly executed, TIMMERMAN EHS NV has the right to re-claim for our benefit, all advance payments already transferred and made and/or equipment and/or raw materials and/or investment goods made available, without prejudice to the right to compensation for costs, damage and interest recorded. TIMMERMAN EHS NV shall continue to retain the explicit property right to all the aforementioned.
- 10.4 In each of the aforementioned cases of the present clause the agreement shall be terminated ipso jure on the date on which the registered notification is despatched.
- 10.5 If an agreement is drawn up in different languages, the Dutch text shall prevail, as will the Dutch version of the present general legal terms and conditions of purchase.
- 10.6 All suppliers performing immovable work in one of the Belgian branches of TIMMERMAN EHS NV must be officially registered in accordance with the legally applicable Articles 59 and 61 of the Law of 4 August 1978 and the Royal Decree of 5 October 1978.
- 10.7 It is TIMMERMAN EHS NV's policy to provide an accurate and true reflection of all transactions in the company's books. TIMMERMAN EHS NV also expects all suppliers/contractors and their respective representatives and/or subcontractors to observe the same policy.
- 10.8 The supplier shall take all reasonable care and make all reasonable efforts to avoid acts and/or situations that would lead to a conflict of interest with TIMMERMAN EHS nv.

11 Guarantee

The seller undertakes to remediate any defect of the goods that is established within a period of 30 days as of the actual delivery, as quickly as possible, whatever the cause or nature of it may be, and to compensate TIMMERMAN EHS nv for any loss that it may have suffered due to such defect.

12 Excusing circumstances

- 12.1 The following apply as excusing conditions: all circumstances occurring outside the will of one of the parties after the agreement has come into effect and that impede its execution, such as the following: labour conflict, fire, mobilisation, attachment, embargo, transfer of foreign currency, insurrection, lack of means of transport, general shortage of raw materials, energy consumption restrictions, etc.
- 12.2 The party invoking the abovementioned circumstances must immediately inform the other party in writing when they start and when they end.

12.3 The fact that one of these circumstances arises excuses both the seller and TIMMERMAN EHS nv from all liability.

13 Applicable law

The agreement is governed by Belgian law, unless the parties have explicitly agreed otherwise in writing.

14 Competent Courts

14.1 If there is a dispute, only the Courts of Ghent have jurisdiction.

14.2 However, if TIMMERMAN EHS nv is the claimant, it has the possibility of bringing the case before any other Court which is competent according to common law.

Variant 14 - Arbitration

In accordance with the CEPINA Regulations of mediation and arbitration, any dispute regarding the validity, interpretation or execution of the present contract shall be definitively settled by one or more arbitrators appointed in accordance with these Regulations¹.

¹ CEPINA: Belgian Centre for Mediation and Arbitration, Stuiversstraat 8, 1000 Brussels