

# TERMS AND CONDITIONS OF PURCHASE

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1. Content of the contract
  - 1.1. All suppliers providing goods or services to DAXI S.A. (hereinafter referred to as DAXI) must agree to these terms and conditions of purchase, to the exclusion of their own terms and conditions. Delivery or performance shall constitute proof of such unreserved acceptance.  
Any exception to this rule must be confirmed in writing by DAXI.
  - 1.2. In the event of any contradiction, the documents below shall take precedence in the following order: the order form, these terms and conditions of purchase, the request for an offer and the offer itself.
2. Offers
  - 2.1. An offer is only binding on the Supplier.
  - 2.2. It must be final, precise and complete, and must cover everything necessary for delivery in full of the goods, services or works offered and be appropriate to their use.
  - 2.3. The offer must comply with all statutory and administrative requirements applying within Belgium on the date of the offer.
  - 2.4. The offer must be made free of charge to DAXI.
  - 2.5. The Supplier must communicate to DAXI by the agreed date any doubts or objections to DAXI's request for a price, for example those relating to the technique, safety, feasibility of the cost price or the billing system, and must submit an alternative offer.
3. Orders
  - 3.1. Oral or telephone orders must always be confirmed by a signed order.
  - 3.2. If the Supplier wants to make changes to the scale and/or size of the order agreed before the goods or services are provided, it must discuss them with DAXI in advance and may not apply these changes unless it has the prior written authorization of DAXI.
  - 3.3. If DAXI wants to make changes to the scale and/or size of the order agreed before the goods or services are provided and these changes would (or may) affect the price and lead time for delivery of the order, the Supplier must inform DAXI in writing, within ten working days of the changes being announced by DAXI, of any changes as regards delivery and/or price; the Supplier shall otherwise be required to abide by the price and lead time for performance initially agreed.
4. Delivery
  - 4.1. The deadlines for delivery and performance must be rigorously adhered to. If they are exceeded, DAXI will have the discretion either to demand performance of the agreement, or to release itself, immediately and as of right, from its obligations.
  - 4.2. In both cases, DAXI would then be entitled to fixed compensation of 1% of the total amount of the order for each week commenced which exceeds the deadline set, with a maximum of 10%; this is without prejudice to its right to demand instead indemnification of all damage that can be shown.
  - 4.3. Article 4.1 shall not apply, however, if the Supplier can show that it was totally impossible to comply with the lead times for the order as a result of a force majeure event and informs DAXI of the force majeure event in writing as soon as it becomes aware of it. The deadlines will then be changed following mutual consultation.
  - 4.4. If no purpose would be served for DAXI by extending the deadlines, it reserves the right to declare itself to be released, in full or in part, from its mutual obligations, ipso jure and without notice. Materials delivered must then be taken back immediately by the Supplier and all deposits paid must be reimbursed.
  - 4.5. DAXI may suspend the deadlines.
  - 4.6. Risk shall transfer on delivery. Delivery shall be to DAXI premises unless otherwise agreed in writing.
  - 4.7. Ownership transfers when the materials/equipment or goods are delivered. Any provision delaying the transfer of ownership or putting any such transfer into doubt may not be invoked against DAXI. The unilateral insertion of a title retention clause into the general terms and conditions or any other of the Supplier's documents is not binding on DAXI and may not be invoked against it without DAXI's agreement in writing.
5. Quality and quality control
  - 5.1. DAXI requires Suppliers to comply with a quality control system corresponding to the applicable DIN-ISO standards.
  - 5.2. DAXI has the right therefore to audit this quality control system, or have it audited by a third party, and potentially to require further audits. The Supplier shall bear all the costs linked to obtaining quality control system certificates.
  - 5.3. DAXI may check the quality and conformity of goods in the Supplier's workshops at any time. Where this is the case, both parties shall bear their respective costs. If further checks are required as a result of any defects or because an audit was not possible, the Supplier alone shall bear all the costs, including DAXI's personnel costs.
  - 5.4. The obligation for a warranty (including a warranty for visible defects) to be provided by the Supplier shall not be affected by the provisions of this clause.
  - 5.5. The Supplier shall ensure that the goods comply with the specifications and quality agreed, and that they are accompanied on delivery by the requisite documents (e.g. shipping documents, etc.). If necessary, the Supplier shall fill in those documents and comply with the formalities relating thereto before forwarding them to DAXI (or to any third parties concerned) as quickly as possible. If the goods delivered do not comply with the specifications and/or quality required, or if the Supplier does not meet its obligations as regards (shipping) documents or is late in meeting them, DAXI reserves the right to deduct from the invoice concerned, or from any other invoice presented by the Supplier, the fixed amount specified in the order to cover its administrative costs, without prejudice to its right to demand indemnification of all costs that it can show to have been incurred.
6. Warranty

- 6.1. The Supplier shall warrant that the goods, services, work performed and the materials used are free from all visible or hidden defects, that they correspond to what was specified in the order, to the current state of the art and to the statutory and administrative provisions and to the normal requirements for use, reliability and durability. DAXI is not obliged to carry out an immediate check.
  - 6.2. Unless otherwise agreed in writing, the Supplier shall provide two-years warranty from the time they are put into use. For works performed, the Supplier shall provide a one-year warranty from acceptance of the works.
  - 6.3. This warranty period is suspended and extended for the duration of that suspension for such time as there are defects in the goods delivered or services and works performed.
  - 6.4. During the warranty period, the Supplier shall undertake the repair of the goods delivered or services provided immediately and entirely free of charge, unless it can show that the defects in the goods and services are attributable solely to DAXI. It shall bear all the assembly, dismantling and transport costs therefor.
  - 6.5. In the event of urgency or delay, DAXI may undertake the repairs itself or have the defects repaired by a third party and recover the costs from the Supplier, provided it has notified the Supplier of its intentions.
  - 6.6. In the case of a serious defect, DAXI may, at its own discretion, demand a change to the price or terminate the order, ipso jure and without prior notice being required.
  - 6.7. In addition, DAXI shall be entitled in any event to compensation for all damage caused by the defect and be held harmless by the Supplier against all proceedings brought by third parties.
  - 6.8. A new warranty period of two years shall come into effect for all replacement parts and repairs made during the warranty period.
  - 6.9. Goods and parts with defects shall be held at the disposal of DAXI until they have been flawlessly replaced.
  - 6.10. The Supplier has a duty to ascertain the use that DAXI wishes to make of the good purchased and to warranty that the goods purchased are suitable for this use.
7. Stopping or changing manufacture
    - 7.1. If the Supplier intends to stop manufacture or change the measurements, characteristics or specifications of the goods it delivers, it must inform DAXI at least 12 months in advance.
    - 7.2. The Supplier shall, at the same time, inform and advise DAXI of new products manufactured and the possibilities of replacing the products delivered up to then.
    - 7.3. The Supplier may not, without the prior consent of DAXI, change the composition and/or the manufacturing process for the products sold where this would affect the use DAXI wishes to make of these products.
  8. Performance of works and services – predelivery inspections
    - 8.1. In performing works or services, the Supplier must comply with the safety rules applying on site, and with all the applicable statutory and administrative provisions.
    - 8.2. The Supplier shall monitor the parts installed until assembly is fully completed.
  9. Liability
    - 9.1. The Supplier shall indemnify all damage caused by or during performance of the order insofar as it is caused by itself, by persons it has engaged, by any of its operational agents or by any person engaged by the latter.
    - 9.2. The Supplier shall hold DAXI harmless against all proceedings brought by third parties for, inter alia, damage caused by the final product manufactured from the goods sold by the Supplier to DAXI and resulting from a defect in those goods.
    - 9.3. DAXI shall not be liable for any loss or damage to the Supplier's equipment, supplies or materials.
  10. Insurance
    - 10.1. The Supplier shall take out the insurance necessary to cover its liability for the work and risks concerned.
    - 10.2. The liability of the Supplier is not limited to this insurance obligation nor to the scope of that insurance.
    - 10.3. All objects used by the Supplier on DAXI premises and that remain its property must be labelled as such and must be adequately insured against the risk of fire and against the requisite other risks, with no recourse against DAXI.
  11. Confidentiality
    - 11.1. All information that the Supplier receives directly or indirectly from DAXI, as well as all plans and documents it produces for the purposes of the order, shall be confidential. It may not be disclosed to third parties and may only be used for performance of this contract.
    - 11.2. The Supplier shall take all measures and put in place all the resources necessary and appropriate to protect confidential information effectively at all times against loss or consultation by unauthorized persons. More specifically, they shall put in place and maintain the measures necessary and appropriate to control access to the premises, containers, IT systems, data carriers and other information carriers in or on which confidential data are held, and issue appropriate instructions for persons authorised to process confidential information. The Supplier shall inform DAXI immediately in writing if confidential information held by the Supplier has been or may be lost and/or the subject of unauthorized access.
    - 11.3. The Supplier shall ensure that this same duty of confidentiality is complied with by any persons it engages and its operational agents.
    - 11.4. The Supplier shall return immediately, on request by DAXI, all written information, documents and plans drawn up, as well as all copies thereof.
  12. Intellectual or industrial property rights
    - 12.1. DAXI remains the owner of the Intellectual or Industrial property of every study or products it orders to the Supplier and is free to use it without referring to the Supplier.
    - 12.2. Infringement: The Supplier shall hold DAXI harmless against all proceedings brought by third parties for any damage caused by an alleged or proven infringement of intellectual or industrial property rights relating to goods delivered.
  13. Interest on arrears
 

No interest on arrears may be charged until formal notice of default has been served on DAXI by the Supplier. Where this is the case, the lower of the following two interest rates shall apply: Either the three-month interbank rate applying on the date that formal notice of default is served (BIBOR or EURIBOR) or the statutory rate of interest applying on that same date. These same interest rates shall apply if judicial interest is awarded.

14. Advertising  
Unless it receives written authorization from DAXI, the Supplier may not use DAXI's name in its advertising, in its promotional material or in any other way.
15. Termination  
DAXI may terminate an order at any time provided that it indemnifies the Supplier for everything already delivered or performed and for the costs which the Supplier can show that it incurred as a result of the cancellation. Loss of income will not be indemnified.
16. Severability  
If any provision of these terms and conditions is declared null and void, this shall not invalidate the other terms and conditions. Where appropriate, the parties shall consult with a view to replacing the invalid clause by one that is as close as possible to the intention of the initial clause
17. Applicable law and competent courts
  - 17.1. This contract is governed by Belgian substantive law. The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention of 11.04.1980) does not apply to this contract.
  - 17.2. The courts of the district of Charleroi shall have sole jurisdiction for all disputes arising from this contract.

DAXI S.A.