

## **GENERAL PURCHASE CONDITIONS OF ERIKS N.V.**

### **1. General**

1. The following terms are defined as follows for the purpose of these general purchase conditions:

ERIKS:	Eriks N.V. (Business registration number: 0402.956.608);
Supplier:	The person (or legal entity) to which ERIKS orders and/or from which ERIKS purchases Products;
Agreement:	All applications for quotations, orders/purchasing orders and the agreements arising from them that are entered into between ERIKS and the Supplier, to which these Conditions are declared applicable;
Products:	All goods - including the services related to the execution of the Agreement, including but not limited to the delivery, installation or maintenance of those goods - that are delivered under Agreements entered into;
Conditions:	these general purchasing conditions of ERIKS;
Resources:	All goods and information (carriers) made available by ERIKS to the Supplier or produced by the Supplier for the execution of an Agreement, including but not limited to tools, raw materials, parts, components, semi-manufactures, drawings, specifications, models, jigs, stamps, samples, software, forms, templates, moulds, calibres, etc.

2. These Conditions are formulated in Dutch, in French and in English. In case of dispute over the content or the meaning of these Conditions the Dutch text will be binding.

### **2. Quotations, offers, amendments to the Agreements and additional work**

1. Costs related to issuing a quotation or making an offer remain at the Supplier's expense.

2. ERIKS has the right to make unilateral amendments to Agreements that have already been entered into. ERIKS will inform the Supplier of amendments in writing. If the Supplier takes the view that the amendment affects the agreed price and/or delivery period, he will inform ERIKS about it within five calendar days as of the reception of the amendment notice, in the absence of which the agreed price and delivery period will be maintained.

3. The Supplier will have the right to carry out additional work only if it is accepted by ERIKS in writing.

### **3. Supplier's obligations and guarantee**

1. Where reference is made to technical, safety, quality or other provisions and the relevant documents are not attached to the Agreement, the Supplier will be deemed to be aware of them. These documents are binding to the Supplier. The Supplier will inform ERIKS without delay if he is not aware of them. In such case, ERIKS will provide the information.

2. If the Supplier considers that the text of the documents provided by ERIKS contains ambiguities, he shall inform ERIKS of this in writing without delay.

3. Once the Agreement has been concluded the Supplier shall submit at ERIKS' first request a production schedule at least containing the design, purchase and/or production of components and/or basic materials, manufacture including assembly, testing and delivery dates, and other relevant interim steps for the production, all in accordance with the content of the Agreement, as well as a statement of personnel at his organisation responsible for the execution of the Agreement.

4. The Supplier will bear the costs associated with obtaining in a timely manner the necessary permissions, permits or licences required for the execution of the Agreement and/or necessary to meet their conditions with due observance of these Conditions.

5. The Supplier guarantees that:

- a. the Products will be made and the Agreement will be executed by the Supplier himself, his subsidiaries or affiliated companies, but not by a third-party acting as a subcontractor or any other capacity except with the prior written consent of ERIKS in accordance with Article 13.1;
  - b. the Products are suitable for their intended purpose;
  - c. the Products are precisely in line with the written requirements laid down in the purchase order and/or specifications and/or technical requirements and/or any other documents issued by ERIKS;
  - d. the Products are of good quality and are free of design, execution and/or material defects and that new materials and qualified personnel will be used for the work involved in the execution of this Agreement;
  - e. the Products are in conformity with all statutory requirements applicable in Belgium and with other (international) laws, rules and directives, including in particular the statutory European Directives concerning CE markings and the EU certificate of conformity for machinery/safety components and the "manufacturer's certificate" within the meaning of appendix II A and/or B of the Machinery Directive (2006/42/EC), which certificate is to be arranged by the Supplier;
  - f. the Products are delivered with the necessary instructions and/or technical descriptions, including detailed instructions for storage and preventative maintenance in order to enable ERIKS to use the Products for their intended purpose, as well as all relevant certificates, statements, attestations, assembly instructions, operating instructions, specifications, drawings, reports, fiscal details and other documents.
6. The Supplier guarantees that Products supplied under the Agreement and the maintenance needed to keep the Products in good condition can be purchased/obtained by ERIKS for a period of 10 years.

### **4. Guarantee period**

1. Should it happen during a period of 24 months after first usage or 36 months after delivery - depending on which period elapses first - that the Products do not meet the provisions of article 3.5 of these Conditions, the Supplier shall within the reasonable time period given by ERIKS - at ERIKS' first request and at ERIKS' option - replace or repair the Products or have the services related to the Products carried out again as soon as possible and without delay, without prejudice to the other rights of ERIKS.

2. If the Supplier fails to meet his guarantee obligations after having been formally noticed to do so, ERIKS will have the right to dissolve or terminate the Agreement with immediate effect (without legal intervention being required), and, with or without the assistance of third-parties appointed by ERIKS, to replace or repair the Products or, if a service is concerned, to have the service carried out again, at the Supplier's expense.

3. Defective Products that are not being repaired (and that have to be consequently replaced) will - at ERIKS' option - be collected from ERIKS by the Supplier free of charge or returned by ERIKS to the Supplier at the Supplier's expense.

4. The guarantee specified above will again apply to the replaced or repaired Products or the services related to the Products or the execution of the Agreement that have been carried out again.

### **5. Prices, invoicing and payment**

1. The prices stipulated by the Supplier in the quotation/offer are fixed and include the costs of packaging, transport, permits, excise duties and insurance, but do not include VAT.

2. The Supplier will send ERIKS an invoice for each purchase order.

3. Unless agreement has been made to the contrary, the Supplier will not send invoices until the agreed date of delivery of the Products or the date on which the Products are accepted by ERIKS.

4. Invoices must specify the following information:

- a. the total value of the Products, including the costs provided for in paragraph 1 (if any) and any payable VAT;
- b. the description of the Products;
- c. the quantity (per line);
- d. the date of the delivery;
- e. the ERIKS purchase order number;
- f. the ERIKS order line (in the order given in the purchase order);
- g. the ERIKS article code number;
- h. the country of origin of the Products;
- i. the VAT number of the Supplier and of ERIKS;
- j. the statistical number of the delivered Products; and
- k. The Supplier's shipment number.

5. Invoices will be paid following their receipt and approval within 60 calendar days of the end of the month of the invoice date. Payment does not imply

acceptance and does not absolve the Supplier of any of his obligations to ERIKS.

6. ERIKS is authorised to set off amounts that it or its affiliated legal entities and companies owe to the Supplier or legal entities and companies affiliated with it against all current and future claims of ERIKS on the Supplier of legal entities affiliated with the Supplier.

7. If and insofar as ERIKS is liable for the payment of interest to the Supplier, the interest will be simple legal interest due in accordance with the Law of 2 August 2002 on combatting late payment in commercial transactions applicable on the due date of the invoice.

8. The failure of ERIKS to remit payment or remit payment on time will not give the Supplier the right to terminate or suspend his performance.

#### **6. Delivery and packaging**

1. Delivery will take place DDP INCOTERMS 2010 at the address given by ERIKS.

2. The agreed delivery times are binding and fixed and are applicable to the entire delivery.

3. If the Supplier foresees that the agreed delivery time will be exceeded he shall inform ERIKS immediately in writing.

4. If the reasons for exceeding the delivery time can be attributed to the Supplier or are within his control or at his risk, ERIKS will have the right to apply a 5% discount to the price for each calendar week or part thereof that the delivery time is exceeded, up to a maximum of 20%, without prejudice to the remaining rights of ERIKS in the event of the Supplier's non-compliance. In the event of the delivery time being exceeded, ERIKS will have the right to require the Supplier to use a different (faster) transport method. The costs of this and any costs related to the cancellation of the scheduled transport will be borne by the Supplier.

5. Partial deliveries are not permitted except with the prior written consent of ERIKS has agreed to this in writing in advance, possibly under further conditions to be determined.

6. The Supplier shall at his own expense - including the costs of storage, maintenance and insurance against fire and/or theft and/or loss during storage of transport - keep the Products at his business premises from the time at which the Products are ready for a period of two months at the latest thereafter.

7. Each delivery or partial delivery must be accompanied at least by the ordered certificates and the packing slip showing the ERIKS order number and the quantity of Products being delivered.

8. The Products must be packaged properly, as is customary in the sector, with due observance of the labelling/trademarks prescribed by ERIKS. Packaging materials must be suitable for reuse or recycling and must be in conformity with international and Belgian (environmental) laws and regulations. If packaging cannot be reused or recycled, the processing costs will be charged to the Supplier.

9. ERIKS has the right to refuse delivery and return goods at the Supplier's expense or store them at the place of arrival if the requirements of paragraphs 6, 7 and 8 of this article are not met.

10. On ERIKS's request the Supplier shall take back the packaging materials used by the Supplier at his own expense and risk. ERIKS has the right to return the packaging materials at the Supplier's expense.

11. The Supplier will return packaging materials provided on loan by ERIKS in good condition, insured and free of charge.

#### **7. Transfer of ownership, risk and rights of ownership**

1. The ownership and the risk of the Products will be transferred to ERIKS as of the acceptance of the Products by ERIKS. The goods will be accepted upon signing for receipt, what might be done after delivery by ERIKS to its own client and/or after inspection and/or test of the Products in accordance with Article 8.2 of these Conditions. If ERIKS exceptionally makes any payments prior to delivery or acceptance of the Products, the ownership up to the paid amount of the Products will be transferred to ERIKS at the time of payment. The Supplier will uniquely mark the Products and store them separately for ERIKS. The Supplier guarantees that full and unencumbered ownership will be transferred.

2. If ERIKS requires the replacement of the Products, or if the Products have to be returned to the Supplier following the dissolution of the Agreement, the risk of the Products will be retransferred to the Supplier, as of the request for replacement or the dissolution of the Agreement.

3. If installation or assembly has been agreed with the Supplier, the Supplier will bear the risk until the installed or assembled goods have been accepted by ERIKS.

4. If ERIKS provides the Supplier with Resources for the execution of the Agreement, these Resources will remain the property of ERIKS. In that case the Supplier will bear the risk of these Resources being lost or damaged. The Supplier will use the Resources provided by ERIKS (or have them used) exclusively for the execution of the Agreement. The Supplier will return these Resources to ERIKS without delay and at his own expense once the Agreement has been executed or has ended.

5. Resources obtained, made or processed by the Supplier for the execution of the Agreement will remain or become the property of ERIKS as soon as they come into existence and they will be kept by the Supplier for ERIKS.

6. Without prior written permission, the Supplier is prohibited from using (or having used by third-parties) Products made with or based on Resources of ERIKS, to place them in circulation, to commercially exploit them or to otherwise administer and hold them or deliver them to third-parties. If this prohibition is violated the Supplier will forfeit a single directly exigible penalty of € 50,000.00, without notice of default or legal intervention being required, as well as a penalty of € 2,500.00 for each day on which the violation continues after having been formally noticed to stop, without prejudice to the remaining rights of ERIKS in the event of this article being violated. In particular, ERIKS retains the right to claim additional damages, subject to the demonstration of the extent of such damage.

#### **8. Tests and inspections**

1. The Supplier will provide –at his own expense- ERIKS with all test and inspection certificates or audit reports requested by ERIKS.

2. ERIKS has the right to test and inspect the Products or have it done by others (i) prior to delivery, (ii) at the premises of ERIKS following delivery before accepting the Products or (iii) at the premises of the client of ERIKS after delivery before accepting the Products. The Supplier is obliged, without making any further charges to ERIKS, to cooperate with ERIKS and/or its designated third-parties during the inspection and testing and, at ERIKS' request, to provide all reasonable personnel and material assistance for the test and inspection. Tests and/or inspections do not absolve the Supplier of any guarantee obligations and/or liability.

3. All costs for/ or related to the tests and/or inspections, other than the costs of inspectors appointed by ERIKS, will be for the Supplier's account.

4. If the test and/or inspection reveals that the Products are not in line with the Agreement(s), ERIKS will have the right to return all or some of the delivered Products to the Supplier at the Supplier's expense. ERIKS will then have the right to repair or replacement, at ERIKS' choice, without prejudice to the remaining rights of ERIKS in the event of a non-conformity in the Products.

#### **9. Intellectual property rights**

1. If the Products or the accompanying documents are subject to intellectual property rights, ERIKS will obtain the right to use them, free of charge, by means of a non-exclusive, worldwide and perpetual licence. This licence is deemed to have been granted by the Supplier to ERIKS now for then.

2. All intellectual property rights arising from the execution of the Agreement by the Supplier, his employees or any third-parties hired by the Supplier for the execution of the Agreement will accrue to ERIKS.

3. The Supplier is obliged to everything necessary to obtain or establish the rights referred to above and to transfer them to ERIKS.

4. The Supplier guarantees that the Products, Resources or other goods that the Supplier has made available to ERIKS do not infringe any intellectual property rights of third-parties. The Supplier indemnifies ERIKS as well as clients of ERIKS against all (potential) claims of third-parties based on any (alleged) infringement of such rights and will compensate ERIKS and/or the clients of ERIKS for all losses suffered by ERIKS and/or its clients in this regard.

5. All Resources that ERIKS provides to the Supplier, as well as intellectual property rights of ERIKS, including know-how, are and remain the property of ERIKS and no rights are transferred in that regard.

#### **10. Provision of information and confidentiality**

1. The Supplier shall act in conformity with all applicable foreign and/or domestic export and import regulations and will indemnify ERIKS against all claims of foreign and/or domestic governments or public authorities in this regard.

2. The Supplier is prohibited from disclosing confidential information that comes to his notice in the context of an Agreement to enter into or concluded with ERIKS and which is not public to third-parties not involved in the execution of the Agreement unless ERIKS has given prior written permission for this to be done.

3. In the event of the prohibition provided for in paragraphs 1 and 2 of this Article being violated, the Supplier will forfeit an immediately payable single penalty of € 50,000.00, without notice of default or legal intervention being required, as well as a penalty of € 2,500.00 for each day or part of a day that the violation continues, after having been formally noticed to stop without prejudice to the remaining rights of ERIKS in the event of non-compliance with paragraphs 1 and 2 of this Article.

#### **11. Liability**

1. The Supplier is liable to ERIKS for all losses suffered by ERIKS as a result of Products' defects and/or design faults and/or non-compliance with the contractual obligations under the Agreement or these Conditions, including any act or omission by the Supplier himself or his employees or subcontractors involved in the execution of the Agreement in accordance with Article 13.
2. The Supplier indemnifies ERIKS against all claims of third-parties brought against ERIKS in relation to damages caused by the Supplier or which - with reference to paragraph 1 of this Article - are at his expense and risk and for losses, claims and costs arising from the execution of the Agreement by a third-party acting as a subcontractor or another capacity, as well as against all claims concerning the Products based on product liability legislation in Belgium.
3. The Supplier must adequately insure himself and keep himself insured against liability within the meaning of this Article. The Supplier will provide ERIKS with proof of insurance on the request of ERIKS.

#### **12. Termination of the agreement**

1. Without prejudice to its remaining rights, including but not limited to the right to compensation for any losses suffered or as yet to be suffered and without accepting any liability, and without prejudice to paragraph 2 hereafter, ERIKS has the right to dissolve the Agreement in full or in part, extrajudicially, once the Supplier has default and did not remedy to such default after having been given notice to do so, if:
  - a. the Supplier fails to meet one or more of his obligations under the Agreement entered into with ERIKS for any reason whatsoever;
  - b. the Supplier fails to meet the provisions of Article 8.4 of these Conditions.
2. Without prejudice to its remaining rights, including but not limited to the right to compensation for any losses suffered or as yet to be suffered and without accepting any liability, ERIKS has the right to dissolve the Agreement in full or in part, extrajudicially, without further notice of default being required if:
  - a. the Supplier is declared bankrupt, has applied for or has been granted suspension of payment or goes into liquidation, or an attachment is levied against him or his activities have been transferred ;
  - b. the Products are not accepted by ERIKS following re-test or re-inspection after a first unsatisfying test of inspection, if such non-acceptance is due to defects or unsatisfied conditions that are not contested or not reasonably contestable and that are of such extent that ERIKS' trust on the Supplier regarding its ability to provide the said Product is breached (being understood that any repair or replacement could not restore ERIKS' trust).
  - c. the Supplier offers and/or gives an employee of ERIKS a gift or other inducements without the written permission of ERIKS;
  - d. the Supplier fails to comply with the provisions of Article 4.2 and/or 6.4 and/or 7.6 and/or 10.1 and/or 10.2 of these Conditions.
3. In case Products have been already delivered and have to be returned following the dissolution of the Agreement, the risk of Products will be retransferred to the Supplier.
4. Apart from the cases provided for in paragraphs 1 and 2 of this Article, ERIKS is free to terminate the Agreement with immediate effect if ERIKS cannot reasonably be expected to continue to execute the Agreement, subject to the obligation to make a proportionate payment to the Supplier for any Products already delivered and accepted.
5. The provisions of Articles 10 and 11 will remain in effect in the event of dissolution or termination (for whatever reason).
6. In the event of dissolution or termination (for whatever reason), the Resources held by the Supplier or a third-party must be returned to ERIKS immediately and at the Supplier's expense and risk. If the Supplier does not return them immediately, subject to the prior notification of its arrival given by ERIKS, the Supplier shall give full access to ERIKS to the place where the Resources are kept and not infringe ERIKS to repossess them.

#### **13. Transfer, subcontracting and pledging**

1. Without the prior written consent of ERIKS, the Supplier is not authorised to outsource the execution of the Agreement or any part of it to third-parties or to transfer the rights and obligations under the Agreement in full or in part to third-parties or to assign to third-parties or pledge the claims of the Supplier on ERIKS under the Agreement.
2. If the Supplier uses the services of third-parties with the consent of ERIKS, he will be obliged on the first request of ERIKS to provide a copy of the order or agreement with this third-party (without showing prices).

#### **14. Compliance with ERIKS Supplier Code of Conduct**

The Supplier acknowledges that it has read the ERIKS Supplier Code of Conduct and represents and warrants that it will act in compliance with it. The ERIKS Supplier Code of Conduct will be sent to the Supplier upon request.

#### **15. Primacy**

In case of contradiction between the present general purchasing conditions and the Supplier's terms and conditions, the first will prevail.

#### **16. Data protection**

1. Each party shall at all times comply with its respective obligations under the applicable data protection laws and regulations. For purposes of this section 16, the term "personal data" means any information relating to an identified or identifiable individual.
2. The parties acknowledge and agree that, where in the course of performing Supplier's obligations under the Agreement Supplier processes personal data on behalf of ERIKS, it shall not be entitled to use or otherwise process such personal data for any other purpose. Accordingly, Supplier shall in connection with that processing:
  - a. process personal data only on the written instructions of ERIKS, unless required to do so by law;
  - b. keep confidential the personal data and take appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, use or access and against all other unlawful forms of processing, including controls over entry, access, intervention, disclosure, input and preservation of and to such data;
  - c. enable ERIKS to audit the compliance of Supplier with the obligations of this section 16 and in particular the technical and organisational measures referred to in sub (b) above. Supplier shall provide ERIKS with all reasonably required assistance and evidence in connection therewith;
  - d. notify ERIKS without undue delay about, and no longer than 24 hours after becoming aware of, any breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data (a "Data Breach"). Upon a Data Breach, Supplier shall take adequate remedial measures as soon as possible and shall promptly provide ERIKS with all relevant information and assistance as requested by ERIKS regarding the Data Breach;
  - e. ensure and upon request certify that any copies of those personal data in the possession or under the control of Supplier are permanently destroyed upon termination or expiry of the Agreement or when they are otherwise no longer required for the performance of Supplier's obligations under the Agreement;
  - f. ensure that personal data is only accessible to Supplier personnel who have committed themselves to confidentiality and who need to have access to the data in order to carry out their roles in the performance of Supplier's obligations under an Agreement;
  - g. allow ERIKS to inform third parties of the processing of the personal data by Supplier;
  - h. give ERIKS such co-operation, assistance and information and do all things and execute all documents as ERIKS may reasonably request to enable ERIKS to comply with its obligations under any data protection laws and timely co-operate and comply with the directions or decisions of any competent data protection and privacy authority in relation to those data; and
  - i. not transfer any personal data to any country outside the country in which the services or goods are delivered or make such personal data accessible from any such country, other than with the specific prior written approval of ERIKS.
3. ERIKS hereby provides its general authorisation for Supplier to engage sub-contractors and affiliates (each a "sub-processor") to process personal data in connection with the performance of Supplier's obligations under the Agreement, subject to the following. Supplier shall:
  - a. ensure that its subcontractors and affiliates abide by a level of data protection no less protective than the obligations as set out in this section 16;
  - b. upon request inform ERIKS of the identity of all sub-processors;
  - c. keep ERIKS updated on any changes to sub-processors; and
  - d. provide ERIKS the opportunity to object to any sub-processors based on reasonable grounds.In the event that the ERIKS objects to any sub-processor and the parties cannot reach a mutually acceptable solution, Supplier shall refrain from allowing the sub-processor to process personal data, or allow the ERIKS to terminate the Agreement without cost.



4. Supplier shall defend and hold harmless ERIKS against any claim, demand, suit or proceeding made or brought against ERIKS by a third party (including any supervisory authority and/or regulator) based on a breach by Supplier or its affiliates (or by their personnel or other third parties for which Supplier is responsible) of its obligations under this section 16 or applicable data protection laws. Any limitations of liability of Supplier included in these terms do not apply to this indemnity.

**17. Compliance**

1. The Supplier declares and guarantees to ERIKS that it (a) is not subjected to trade sanctions imposed by the US, the EU and/or the UN and (b) shall comply with (and thus shall not act in contravention of) all applicable laws and regulations, including those regarding (i) trade restrictions and export controls (amongst which those imposed by the US, the EU and/or the UN) and (ii) anti-bribery and anti-corruption.
2. The Supplier shall provide ERIKS with proof of its compliance upon reasonable request.

**18. Applicable law and court of competent jurisdiction.**

1. These Conditions and Agreements between ERIKS and the Supplier will be governed by Belgian law, to the exclusion of the Vienna Sales Convention 1980 (CISG).
2. All disputes between ERIKS and the Supplier will be submitted exclusively to the Commercial Court of Antwerp.