

## INDAVER NV GENERAL TERMS OF PURCHASE

### **Article 1 : Applicability of general conditions**

These general conditions are applicable to all orders placed by INDAVER nv (hereinafter INDAVER). The supplier's own conditions are without effect. Deviation by one of the Parties from what is stipulated in these conditions is only possible if agreed in advance in writing.

### **Article 2 : Requests for Quotations and Orders**

- a) All requests for quotations made by INDAVER are without commitment.
- b) Quotations made by suppliers are valid for at least 3 months.
- c) References to suppliers' quotations concern only the technical specifications and/or modes of execution in the quotations.
- d) Quotations may only be made in writing and using INDAVER's standard order forms.
- e) INDAVER has the right to cancel the agreed order or contract by registered letter within a period of 3 working days, without possibility for the supplier to claim any compensation for damages.

### **Article 3 : Delivery**

- a) The final date for delivery indicated on the order form must be strictly applied and has a binding force for the supplier, except if the provision as described in Article 10 is applicable. If, on the date indicated, INDAVER has not received the goods ordered and/or the services have not yet been performed, it is entitled to terminate the contract; in that case, the supplier must compensate all damages sustained by INDAVER as a result of this.
- b) INDAVER cannot be held to accept a partial delivery, unless expressly provided in the contract.
- c) The place of delivery shall be the place mentioned on the order form. If no specific place is mentioned, delivery may only be made to INDAVER's registered office.
- d) Each legitimate delivery of goods shall require a dated shipment note containing the following information:
  - number and date of INDAVER's order as well as the order references;
  - the number of items delivered, the weight and description of the articles ordered
  - number of items per pack or package
  - the indication "partial delivery" if the order is not fully executed;
  - the indication "balance" with the last partial delivery
- e) The signing of a delivery note or similar document implies no acceptance of the supplier's general conditions.

### **Article 4 : Prices**

- a) Unless explicitly provided to the contrary, the agreed price includes all costs, including transport costs, up to and including delivery (for equipment: up to and including installation at the location indicated, as well as delivery of the necessary devices and/or appropriate tools required for functional use and maintenance).
- b) Price changes can only be applied with INDAVER's explicit and prior written consent.

### **Article 5 : Guarantee and Liability**

- a) The supplier and his sub-contractor guarantee that the goods are fully operational and free from any visible and hidden defects. He guarantees that all legally required documents which must accompany delivery of the goods or services will always be provided. He declares that the goods and/or services comply with what is provided in this agreement, with the normal requirements of practicability (capacity), reliability and service life (undisturbed operation), with the legal standards and/or regulations for quality, safety, environment and hygiene and with the catalogues, advertisements and advertising material used in this respect. Non-compliance with these data shall hereinafter be called a "defect".
- b) The supplier guarantees that spare parts can be delivered during the technical service life of the goods.
- c) If the goods or services show a defect, INDAVER has the option between their replacement by others of the same type and kind, the refund of all or a part of the price in proportion to the defect, and cancellation of the contract. In all these cases, INDAVER shall have the right to compensation for all the damage caused by this defect, including currency exchange losses, loss of interest, cleanup costs, loss of profit and loss of use.
- d) The signing of a delivery note or similar document cannot constitute any acceptance or acknowledgement of the condition of the goods.

### **Article 6 : Payment**

- a) The price, as stipulated in article 4, must be paid by INDAVER 30 days after the end of the month after the legally valid delivery and receipt of the necessary documents. The date of payment shall be the day the instruction for payment is given to the financial institution.
- b) INDAVER reserves the right to choose the way in which it wants to pay. Discount and bank costs shall be borne by the supplier.
- c) If the delivery is incorrect or defective, the term of payment is extended by law until full performance or acceptance of compensation for damages.

Deferred payment on these grounds can never entitle the supplier to any interest or compensation.

- d) In the event of non-payment within 60 days without any valid reason only the interest can be added, starting from the mailing of a registered summons to pay by the supplier. This interest cannot exceed the legal interest rate in force at the time of entering into the agreement.

### **Article 7 : Ownership and Risk**

- a) From the moment this agreement is final, INDAVER becomes the owner of the goods sold. In each case, the supplier transfers to INDAVER all rights concerning the intellectual ownership of the goods produced at INDAVER's request. Supplier shall indemnify INDAVER against all claims arising from any (alleged) infringement of any patent, design or copyright resulting from the use or sale of the goods.
    - b) As long as the goods and services are not delivered, all risks as a result of loss or damages due to any cause whatsoever shall be borne by the supplier. The cost of and control on the maintenance of goods are at the supplier's expense.
- Goods are always transported at the supplier's risk.

### **Article 8 : Confidentiality**

The supplier will keep confidential all business, financial, scientific or technical information relating to INDAVER or its branches to which he has access within the framework of the sale of goods and/or services, and will not disclose this information or use it in any way, except with INDAVER's prior written approval. Documents lent out by INDAVER remain its property and must be returned to it.

### **Article 9 : Bankruptcy etc. of the supplier**

If the supplier fails to meet one or more of his obligations, is declared bankrupt, winds up, or if his assets are wholly or partially seized, INDAVER has the right to consider every purchase agreement - whether or not partially executed - cancelled by law by the mere occurrence of one of the above events, as well as to claim back the funds already transferred, without prejudice to its right to claim compensation for costs, damages and interest.

### **Article 10 : Force majeure**

Within 2 days after the occurrence of unforeseeable circumstances or force majeure that renders delivery or timely delivery impossible, the affected party must inform the other party of this occurrence. In this case, INDAVER has the option to consider the contract as cancelled and to claim repayment of all sums already paid or to grant deferment of delivery.

### **Article 11 : Quality, safety and environment**

- a) Suppliers whose personnel provide services on an INDAVER site or at an INDAVER customer's site must be in possession of an SCC certificate, or demonstrate that they work in conformity with SCC principles. Work done at INDAVER by the supplier's personnel shall also be performed with due regard for and in strict compliance with all INDAVER guidelines, whether posted up or explained orally.
  - b) Suppliers of waste treatment and logistics services must possess a quality, environment and safety system that is in conformity with ISO 9001, 14001 and SCC principles. For these suppliers, this means that INDAVER must at all times be informed in writing if:
    - for any waste product, the agreed destination (treatment technique or location) is modified, or the waste product leaves the supplier's site - whether in whole or in part.
    - any incident with (potentially) serious consequences (safety, environment, financial, etc.) occurs in which the waste product presented is involved.
  - c) In addition to the legally required documents, the supplier must at the very minimum provide the following documents in Dutch, French or English:
    - For machines and tools: spare parts, plans and diagrams (electronic and mechanical), maintenance and safety instructions, operating instructions, CE certificates.
    - For products: Material Safety Data Sheets
    - For waste treatment services: treatment certificate (with weight, treatment date, treatment method and place of definitive treatment)
  - d) INDAVER has the right to audit the supplier's management systems (quality, safety, environment) itself or with the aid of third parties.
- ### **Article 12 : Disputes**
- a) Contracts between the parties are exclusively governed by the Laws of Belgium.
  - b) The Vienna Sales Convention is excluded.
  - c) In the event of dispute with regard to interpretation and/or execution of contracts, the Courts of Antwerp shall be exclusively competent.
  - d) The text of these general terms formulated in Dutch prevails to the English or French text.
  - e) Nullity or un-feasibility of one clause of these terms doesn't cause the nullity of all the terms.