

# GENERAL PURCHASE TERMS AND CONDITIONS

## Sadel N.V.

### 1. General provisions

The following general purchase terms and conditions apply exclusively to all our purchases, orders and activities related to them, unless we explicitly permit deviation from this in writing.

The merchandise and delivery must comply with the specifications and delivery terms of the current order to be strictly interpreted. By confirmation or delivery of our order, the supplier agrees with our general purchase terms and conditions. The supplier must confirm our order in writing. If the supplier does not confirm our order within 48 hours after the order date, we will assume that the supplier will process our order in accordance with the provisions and terms and conditions of our order. If the supplier confirms our order with deviating general terms and conditions, our general purchase terms and conditions will still apply, even if we did not explicitly object to this deviation.

If the supplier does not agree with this, he must immediately submit an objection in writing. In that case, the order can only be processed after explicit approval from NV SALES in writing. In the same case, we also reserve the right to cancel our order without any cancellation fees. Our general purchase terms and conditions also apply to future purchases and orders, even if we do not explicitly refer to them.

### 2. Delivery date

The delivery date is binding and must be strictly complied with. If the supplier foresees that he will exceed the delivery date, he must immediately inform us of the expected delay, in writing. From the moment the original delivery date is exceeded, we reserve the right to:

1. Cancel our order and have it executed by a third party, with all costs resulting from this to be paid by the supplier,  
or
2. Demand a 5% penalty on the order for every week, starting after the delivery date, with a maximum of 30% of the price of the order.



This does not detract from our right to show our total damage and demand compensation for this at any time.

### 3. Incoterms

Unless otherwise agreed, the INCOTERMS (latest version of the ICC in Paris) apply, with respect to insurance, transport, risk-transfer, custom formalities, etc.

### 4. Acceptance of goods and guarantee

1. Signing of any delivery notes or consignment notes can only be considered a proof of receipt; not of acceptance of quality and quantity of the goods after inspection. The goods must be guaranteed for any visible and/or hidden defects; acceptance and/or processing does not relieve the supplier in the event of defective goods.
2. In the event of delivery of damaged and/or non-compliant goods, we will inform the suppliers of this, within 30 days after receipt of the goods, in case of a clearly visible defect. If, for reasons of stock management, certain large packages are not opened immediately and any “hidden” defects cannot be detected immediately, we reserve the right to claim non-compliance of the goods, even after 30 days.
3. We also reserve the right to return goods or make them available for collection, due to a defect or non-compliance, at the expense of the supplier. Goods that are made available for collection by the supplier must be picked up within 14 days (30 days for foreign suppliers). If they are not picked up, the goods will be returned at the expense of the supplier.

### 5. Prices and payment

1. The prices provided in our orders are fixed prices. Later price increases are not accepted unless we agree with these expressly and in writing.
2. The invoice (one original + at least two copies) must be sent according to our payment terms and conditions. The invoice must be drawn up in the currency of our order and must refer to our order number. If the above provisions are not met, the invoice will be rejected.



3. Unless agreed otherwise, the invoices are paid 60 days after the end of the month of receipt and acceptance of the goods and invoices, or in cash -2% within 10 days and to be determined by us.

## 6. Packaging, labelling, documents

All goods delivered must be packaged and labelled in such a way that they can be safely transported and easily identified. In addition, all goods delivered must be accompanied by a delivery note that includes our order number and all documents that are required by law and/or our order. If this is not complied with, we reserve the right to reject the goods, even if the goods have already been unloaded, and all the costs and risks for this will be at the expense of the supplier.

## 7. Applicable law and authorised court

All purchase agreements are considered to have been entered into at the registered office of N.V. SADEL in Nazareth. All our orders are subject to Belgian law and in the event of any disputes, only the courts in Gent are authorized.

