

GENERAL PURCHASE CONDITIONS – 27 June 2022

1. Each order, agreement, arrangement (hereinafter referred to as "order") relating to the delivery of goods and/or services is placed, concluded and made subject to these general purchase conditions, unless other conditions, beforehand, are declared applicable in writing, by Aluminium Duffel BV, on the order form or in any other written document. Unless the supplier provides evidence to the contrary, the supplier shall be deemed to have been informed of the present conditions prior to conclusion of the contract, to have consulted them, to have at least had the opportunity to consult the present purchase conditions (including via this order form or the Aluminium Duffel website) and therefore to accept the present conditions.
2. The acceptance or execution of an order by the supplier constitutes irrefusable evidence of the supplier's acceptance of these purchase conditions and the waiver of the application of the supplier's own delivery conditions. The supplier agrees to accept or execute only orders placed by personnel of Aluminium Duffel BV, authorised to represent said company.
4. The supplier must either send a written order confirmation to Aluminium Duffel BV within five working days following the date of the order or inform them in writing that it cannot fulfil the order. If the supplier does not respond within this period, Aluminium Duffel BV has the right to cancel the order without being able to recover the costs already incurred from Aluminium Duffel BV and the right to recover from the supplier any damage resulting from the lack of response.
5. If the supplier nevertheless delivers in the event of a conditional order confirmation or in a way not conforming to the order form, the delivery shall be deemed to take place without reservation on the part of the supplier with regard to the general purchase conditions of Aluminium Duffel BV, without reservation with regard to the special conditions agreed upon between Aluminium Duffel BV and the supplier and with the exclusion of the conditions stating otherwise in the order confirmation.
6. The price for the delivery of goods and/or services will be equal to the price stated on the order form of Aluminium Duffel BV and will apply excluding VAT and including all levies, duties and taxes other than VAT.
7. The supplier agrees to comply with the European and Belgian legislation and regulations regarding (product) safety and health.
8. Any machines that are part of an order must be in accordance with the Belgian legislation in application of the European Machinery Directive 2006/42/EC, or in the absence of the execution of this directive, in accordance with the European Machinery Directive itself. To that end, all machines must bear a valid "CE" marking upon delivery and be accompanied by certificates of conformity with the aforementioned directive or application thereof.
9. The quantity, quality and specification of the goods or services will correspond either with those stated on the order form of Aluminium Duffel BV or with the later written specifications which Aluminium Duffel BV can specify for valid reasons (such as production planning, requirements of the quality assurance programme) or which were accepted by Aluminium Duffel BV in consultation with the supplier.
10. Unless otherwise agreed, the goods will be delivered in one shipment.
11. The goods or services must be delivered to the delivery address and on the date or within the term stated on the order form during the normal business hours of Aluminium Duffel BV (8:00 a.m. to

acknowledges that the agreed price takes these guarantees into account.

13. Each delivery must be accompanied by a delivery note on which the order number of Aluminium Duffel BV is clearly indicated. When a purchase order number is not mentioned, Aluminium Duffel BV has the right to refuse the delivery. The signing of the delivery note by an employee or an authorised representative of Aluminium Duffel BV only serves as proof of receipt of goods and not as proof of the acceptance by Aluminium Duffel BV of the conformity of the quality, quantity and specifications of the goods delivered with the quality, quantity and specifications stated on the order form nor the acceptance of any visible or invisible shortcomings of the goods.
14. Aluminium Duffel BV has a period of ten working days from the inspection of the delivery to report visible shortcomings in the delivered goods to the supplier. If Aluminium Duffel BV has not notified the supplier within the aforementioned term, these goods are deemed to have been accepted. The inspection of goods delivered occurs at the time of the relevant delivery to Aluminium Duffel BV or, in the event of a large delivery, at the first useful time at which Aluminium could proceed to the inspection. In the event of a protest, the supplier will recover the refused goods at its own expense within 14 days of receipt of the protest. Acceptance of the delivered goods or services by Aluminium Duffel BV does not, in any case, cover hidden shortcomings or non-conformity that could affect the delivered goods or services.
15. If goods or services are not delivered within the term specified on the order form, Aluminium Duffel BV has the right, apart from any other legal remedy and without proof of default, to reduce the agreed price by 3 (three) % for each commenced week of delay, without prejudice to the right of Aluminium Duffel BV to claim higher compensation if it can prove greater damage. In the event of a delay of more than 4 weeks, Aluminium Duffel BV has the right to cancel the order with all resulting damages at the supplier's expense.
16. Transfer of risk and transfer of ownership take place, regardless of any other provision in the applicable INCO term 2020, at the time of signature of the docket by Aluminium Duffel BV.
17. Aluminium Duffel BV will settle the amount due within 60 days (i) following the day on which the invoice was received or (ii) from the date of receipt of the goods or services (latest date counts).
18. Invoices without correct indication of the Aluminium Duffel BV purchase order number or without correct identification of the goods or services will be refused and returned to the supplier. Returned invoices will be regarded as never having been received by Aluminium Duffel BV such that the term of payment will only begin upon receipt of an accurately drawn up invoice.
19. The supplier has taken note that Aluminium Duffel BV does not accept deliveries against payment in cash.
20. Aluminium Duffel BV retains the right to deduct all amounts still owed by the supplier to Aluminium Duffel BV from the price payable for the delivery of goods or services.
21. The supplier warrants to Aluminium Duffel BV that the goods (a) conform to the quality, quantity and specifications of the goods ordered, (b) are suitable for any normal use by Aluminium Duffel BV or any use communicated to the supplier by Aluminium Duffel BV and that their use or sale will respect any possible intellectual right of ownership belonging to third parties; (c) are free of shortcomings in design, material and manufacture, (d) conform to any sample or model based on which Aluminium Duffel BV has placed its order, (e) conform to all legal requirements for production, sale and consumption, (f) conform to all safety standards.

a period of 24 months following the date of transfer of risk and ownership.

24. In the event that the supplier does not comply with its guarantee obligations within a period of 8 days after being served with a notice of default by Aluminium Duffel BV, Aluminium Duffel BV has the right, at its own discretion and at the supplier's expense (a) to have the necessary repairs carried out and/or; (b) apply the foreseen compensation in the event of non-achievement of the agreed results and/or; (c) to have the goods or services exchanged and/or; (d) to return the goods which do not conform to the specified conditions to the supplier and to claim reimbursement of the price already paid by Aluminium Duffel BV to the supplier.
25. By accepting the order, the supplier acknowledges that it is aware of and accepts the health and safety regulations and all other regulations for working with third parties within Aluminium Duffel BV. The supplier undertakes to ensure compliance with these regulations by its employees, agents, representatives or subcontractors who carry out the order on the premises of Aluminium Duffel BV. The supplier shall ensure that it, its subcontractors, agents and representatives make all legally required payments, contributions and payments to the social security and tax authorities and comply with Belgian social and labour law, in default of which Aluminium Duffel BV has the right to immediately terminate the order without proof of default and notwithstanding the right of Aluminium Duffel BV to claim and demand damages for non-compliance with the legally required payments. In any event, the supplier shall indemnify Aluminium Duffel BV for all negative consequences resulting from non-compliance by the supplier with the aforementioned obligations.
26. The supplier must, as a cover for its own risk, take out the following minimum insurance at its own expense for the entire duration of the execution of the order on the premises of Aluminium Duffel BV: general liability insurance up to an amount of not less than 10.000.000 Euro to cover injuries, including death, of one or more persons in the event of an accident; general liability insurance up to an amount of not less than 10.000.000 Euro to cover any material damage that Aluminium Duffel BV or third parties may incur. The supplier must ensure that this insurance is also taken out by its subcontractors who carry out the order on Aluminium Duffel BV's premises.
27. Any dispute regarding these general purchase conditions or regarding the execution of an order between Aluminium Duffel BV and the supplier shall be settled before the courts of MECHELEN. Belgian law will apply.
28. If any provision of these purchase conditions should be void, illegal, invalid or unenforceable, this will not affect the validity of the other provisions of these purchase conditions. If any provision of these purchase conditions should be void, illegal, invalid or unenforceable, the parties agree to amend such void or unenforceable provision or to replace it with a legal provision in such a way that the legal and economic effect of the void, illegal, invalid or unenforceable provision is approached as closely as possible.