

# GENERAL CONDITIONS OF PURCHASE

## 1. DEFINITIONS

**Buyer:** means any person representing one of the Aspac entities who contracts with the Supplier by means of a purchase order

**Party(ies):** means the Purchaser and/or the Supplier.

**GTC:** means these General Terms and Conditions of Purchase

**Special Conditions:** means the contractual provisions specific to an Order; the Special Conditions may supplement and/or modify the provisions of the GTC, and the Special Conditions shall prevail over the GTC.

**Supplier:** means the Buyer's co-contractor.

**Supplies:** means the equipment, material goods and Deliverables ordered by the Purchaser from the Supplier, as defined in an Order.

**Deliverables:** means certificates of conformity, reports, studies, plans, models, drawings, files and other documents designed and/or produced by the Supplier in the course of the performance of the Order, whether in written, electronic or any other form known or unknown at the time.

**Services:** refers generically and without limitation to all services and/or work performed by the Supplier in accordance with the provisions of the Order.

**Incoterms** : are a set of 11 globally recognized standard trade terms created by the International Chamber of Commerce (ICC) to facilitate domestic and international B2B sales of goods.

## 2. SUBJECT

These GTC set out the general provisions applicable to the conclusion and performance of the Order, which are expressly referred to herein. All orders placed by ASPAC must be the subject of a contract or purchase order.

## 3. APPLICATION

Each order placed by the Buyer for goods and/or services is subject to these general terms and conditions of purchase and is conditional upon acceptance of these terms and conditions by the Supplier.

**Confirmation by the Supplier is required within 7 calendar days. After this period, the Supplier shall be deemed to have agreed to be bound by these conditions by accepting the purchase order, delivering the goods and/or providing the services.**

**If the supplier does not accept these GTC, ASPAC is entitled to cancel the order.**

Different conditions from the supplier shall not prevail over these conditions. The existence of special conditions for an order or contract shall take precedence over all or part of the provisions of these GTC.

#### **4. SUPPLIER IDENTIFICATION**

Prior to any accounting, a **complete identification form must be filled in by the supplier** (Annex 1 - Supplier Identification Form), together with a recent bank identification confirmation (less than 3 months) issued by the bank.

#### **5. MODIFICATIONS**

No change in the terms of the Order may be made by the Supplier without the prior written consent of the Purchaser.

No changes to an order form are possible. In the event of a change to the order, the order form will be cancelled and a new order form will be issued taking into account the change. In the particular case of an addition to the order, a new order form will be issued to order the addition.

#### **6. INSPECTION & AUDIT**

The Buyer reserves the right to inspect and approve or reject the supplies and/or services if they do not conform to the relevant specifications as set out in the purchase order. Inspection is at the discretion of the Buyer and may take place at any time during manufacture, before transport, and on delivery.

#### **7. TRANSPORT & DELIVERY**

The Supplier shall take all steps to ensure the integrity of the goods during transport, including sea transport.

By default, the Supplier shall provide a **packing list per pallet**.

In the case of a delivery to Rhode-Saint-Genèse or to a transitory storage place, the Supplier must make an appointment with the Purchaser to take delivery.

By default, the INCOTERM is Delivery & Duty Paid (DDP), unless specifically agreed otherwise on the purchase order.

#### **8. RECEPTION OF SUPPLIES AND SERVICES**

Invoicing should not take place until the supplies have been received or the service has been performed

.

##### SUPPLIES

In the case of deliveries in several parts, the **global invoice can only be issued after the last delivery**.

An initial check is carried out within 24 hours of receipt of the supplies. The purpose of this check is to assess the general condition of the supplies, the quality and the external condition of the packaging.

A second acceptance is carried out within a week or after maritime transport. During this acceptance, the integrity of the packaging and the proper functioning of the supplies shall be assessed. An inspection and audit will be authorised by the Supplier.

#### SERVICE

A first acceptance confirms the effective completion of the service.

In the case of subcontracting, a second acceptance test assesses the quality of the service in relation to the service acceptance criteria defined in the order.

## **9. TERMINATION & SUSPENSION**

The supplier must immediately inform the customer in writing if the execution of the order is threatened, even on a one-off basis, which may lead to a suspension.

The complete waiver must be explicitly formulated in case of:

- Force majeure - the Supplier shall immediately inform the Purchaser and take all necessary measures to limit the effects thereof.
- Termination for convenience - this must be notified with one week's notice by the party initiating the waiver.

However, any failure to comply with the requirements of the order shall not be deemed to be a waiver.

## **10. TIME LIMITS FOR EXECUTION**

The deadlines stipulated in the Order are binding. They shall be deemed to take account of all the Supplier's obligations and constraints. Any extension of these deadlines, for whatever reason, shall require the prior written consent of the Purchaser, in accordance with Article "5. MODIFICATIONS" of these GTC.

## **11. PENALTIES**

Penalties constitute a penalty and are not in the nature of compensation. They may not therefore under any circumstances be considered as a waiver by the Buyer of the right to terminate the Order and/or to claim compensation for any loss suffered.

#### PENALTIES FOR DELAY

Non-compliance with the deadlines for the performance of the Services and/or delivery of the Supplies shall automatically entail the application of late payment penalties. These penalties shall be deducted from the payments with the tacit agreement of the supplier at the rate of 1% of the value of the order per complete week of delay, up to a maximum of 5% of the total amount of the order.

The Purchaser reserves the right to terminate all or part of the delayed Order without compensation and thus to refuse any delivery not made in time, it being the Supplier's responsibility to bear all the consequences of this, of whatever nature, and to compensate the Purchaser accordingly, if applicable.

## 12. BILLING

### CONFORMITY OF THE INVOICE

The invoice must comply with accounting standards and Belgian law.

It should indicate :

- The term "INVOICE";
- Unique sequential number;
- The full identity of the supplier:
  - Supplier's name,
  - Address and tax ID)
  - E-mail address, telephone number and name of a contact person
  - For suppliers with only a PO-box, a residential address (locality or even GPS coordinates)
- References for the payment of the invoice - detailed bank information for international payment in case of a supplier outside Belgium;
- A RIB or BIC Identity Statement less than 3 months old in case of a new supplier;
- The full identity of the ASPAC customer (full name as per the order form), address and tax ID or VAT number;
- The reference of the purchase order or contract. In the case of a single invoice grouping together several orders, it must include **all the references of the related purchase orders**;
- The nature of the services and/or the descriptions of the supplies with details must correspond in all respects to the purchase order and must be indicated in the same order;
- The deadlines in accordance with those stipulated on the order form;
- The price excluding VAT shall correspond in every respect to the invoice. These prices must be firm and without increase in relation to the purchase order;
- Other costs (packaging, transport and other non-deductible taxes). These must be included in the price, or specified on the order form, otherwise they will be charged to the Supplier.

**Any invoice issued without these elements will be systematically rejected.**

### TRANSMISSION OF THE INVOICE

The invoice should be sent by e-mail only, addressed to [finance@aspacintl.com](mailto:finance@aspacintl.com)

This invoice must be a **pdf** document converted from an electronic document and **oriented in portrait** (scanned paper document tolerated). **Editable word, excel or jpeg image documents will not be accepted.**

### ACOMPTE

A request for a deposit must produce an invoice showing the amount of the deposit excluding VAT.

The advance payment received shall be deducted from the balance invoice and the amount still to be paid shall be clearly stated on the invoice. In the event of multiple invoices for an initial advance

payment, the advance payment shall be progressively deducted in proportion to the progress of the acceptance of materials or services performed.

In the case of a 100% deposit, the balance invoice must be issued and marked "For receipt".

#### MISSING

If the listed information is missing, the invoice will be returned to the supplier.

### **13. PAYMENTS**

#### DEADLINE

Unless otherwise agreed, the payment term shall be 30 days end of month.

The date on the invoice is not the only element for calculating payment periods. The period starts **when the following conditions are met:**

- The service is completed (goods delivered, cleared through customs **AND all transport documents received**),
- The complete invoice is sent.

#### BANK FEES

By default, bank charges are shared 50% between the Purchaser and the Supplier. Unless special conditions are negotiated in the individual contracts.

Foreign currency payments are made using the average rate between the payment and the sale of foreign currency as a reference. These rates are updated monthly on the first day of the month.

The reference site for currency conversion is OANDA.com.

The Supplier residing in a country whose currency is considered highly volatile shall issue an invoice in euro or dollar and have a bank account in euro or dollar.

#### ESCOMPTE

In the event of a discount on the part of the Supplier, this must be clearly and visibly indicated on the invoice. The deduction is at the discretion of the debtor.

#### TRANSFER OF OWNERSHIP

In the case of payment by instalments, the transfer of ownership takes place in proportion to the payments made.

### **14. GUARANTEES**

The supplier undertakes to rectify any defects identified and declared during the warranty period.

The Supplier shall bear the related costs. If it is not possible to rectify a defect within a reasonable period of time, the purchaser may take measures at the expense of the Supplier.

The supplier guarantees the availability of spare parts and technical documentation for the equipment supplied for 5 years from the date of payment of the invoice.

## **15. LIABILITY - INSURANCE**

The Supplier shall be liable for all damages and/or losses of any kind which it, its employees, agents, representatives, subcontractors, suppliers, manufacturers or service providers cause to the Purchaser or its property in connection with the order.

The Supplier undertakes to take out and maintain in force the necessary insurance policies to cover all the risks and responsibilities incumbent upon it, both under common law and under its contractual commitments. Prior to the conclusion of the order, the Supplier shall produce each year the civil liability insurance certificates issued by its insurance company, dated less than six (6) months.

### SUBCONTRACTING

The Supplier undertakes not to assign any rights or delegate any services without the prior written consent of the Purchaser.

In the event of subcontracting authorised by the Purchaser, the Supplier shall retain all responsibility for the order.

## **16. PRIVACY**

Any document, data, information transmitted, directly or indirectly, whatever its subject (technical, scientific, industrial, financial, commercial, legal, etc.), its nature (know-how, methods, processes, etc.), its medium (written, printed, computerized, electronic, etc.) or its mode of transmission (oral, written, electronic, visual, etc.), relating to the Buyer, its subsidiaries, and their activities, as well as any document constituting the order or delivered for this purpose, may not be, in whole or in part, disclosed, reproduced, digitized, stored, or transmitted to third parties.), relating to the Purchaser, its subsidiaries and their activities, as well as any document constituting the order or delivered for this purpose may not be, in whole or in part, disclosed, reproduced, digitised, stored, backed up, exploited, used, adapted, modified, transferred or retained by the Supplier. Their use by the Supplier is limited to the strict purpose of executing the order.

The Supplier also undertakes to ensure that any subcontractors authorised by the Purchaser comply with these rules of confidentiality and security.

The intellectual property rights for any order or service are transferred to the Buyer.

## **17. PROTECTION OF PERSONAL DATA**

As part of the performance of the Order, the Buyer may collect, process and/or transmit personal data to the Supplier, who undertakes to respect the confidentiality and security of such data, in accordance with the "data processing and liberties" obligations arising from Law No. 78-17 of 6 January 1978 as amended by Law No. 2004-801 of 6 August 2004, Law No. 2016-1321 of 7 October 2016 for a Digital

Republic and European Regulation 2016/679 of 27 April 2016. In the event of the collection and processing of personal data, the Buyer shall be considered as the "data controller".

Pursuant to Article 35 of the aforementioned laws and Article 28 of the GDPR, personal data may only be processed by a processor, a person acting under the authority of the controller or of the processor, on the instructions of the Supplier.

## **18. ANTI-CORRUPTION FIGHT**

The Supplier represents and warrants that it and its personnel have complied with and undertake to comply with the Laws against unlawful payments at the date of entry into force of the order. The Supplier represents and warrants to the Purchaser that no money (including fees, commissions or any other undue pecuniary advantage) or anything of value has been or will be given, directly or indirectly, to any employee, director or officer of the Purchaser for the purpose of obtaining the order or facilitating its performance. The Supplier undertakes to inform the Purchaser as soon as possible after the date of entry into force of the order of any event that would contradict this.

## **19. APPLICABLE LAW - SETTLEMENT OF DISPUTES**

The Supplier undertakes to comply with the law and special regulations as well as with the integrity of people, equipment and the environment, labour regulations and corporate social responsibility.

All orders placed in Europe are governed by Belgian law. In the event of a dispute between the Purchaser and the Supplier, an amicable settlement procedure shall be preferred. If this does not lead to an agreement, the competent court to arbitrate the dispute is the Brussels Business Court.