

GENERAL PURCHASING CONDITIONS



**BULMETAL BVBA,
VAN PRAETSTRAAT 90, 2660 HOBOKEN**

1. SCOPE OF APPLICATION

1.1 Notwithstanding any communications to the contrary in the past or future, the Seller accepts by sending a quotation to or concluding a sales contract with BVBA BULMETAL ('BULMETAL') that only the following provisions apply to all contractual, precontractual and non-contractual legal relationships between BULMETAL and the Seller, both current and future: (in descending ranking order, the next in the absence or by implication of the previous one) (1) the written and signed special agreement; (2) the written order confirmation; (3) these General Purchasing Conditions; (4) Articles 4-37 and 41-88 of the Vienna Convention on International Sale of Goods; (5) the Unidroit Principles; (6) Belgian law, to the exclusion of Articles 1-3, 38-40 and 89-101 of the Vienna Convention on International Sale of Goods.

BULMETAL rejects all other provisions and conditions, only with the exception of terms and conditions that BULMETAL expressly signs as agreed. These exceptions, expressly signed as agreed, only apply to the agreement to which they relate and cannot be invoked in the case of other, even similar agreements.

1.2 If one or part of a provision of these general purchasing conditions should be rendered null and void, the rest of the provisions and/or the remainder of that provision shall remain valid. If one or part of the provisions is rendered null and void, BULMETAL and the Seller, as far as is possible and according to their own loyalty and convictions, shall negotiate to replace the invalid provision with an equivalent provision in the general spirit of these General Purchasing Conditions.

1.3 BULMETAL reserves the right to amend and/or adjust its General Purchasing Conditions at any time.

1.4 By Seller is also understood anyone who sends a quotation or concludes a sales agreement with BULMETAL in the name and/or for the account of a third party.

2. QUOTATION, ORDER AND ORDER CONFIRMATION

2.1 BULMETAL can withdraw all its price requests at any time whatsoever. All price requests by BULMETAL are in any case without obligation and shall be solely deemed an invitation to make an offer by the Seller.

2.2 If BULMETAL receives an offer from the Seller, the agreement will only be concluded when a person who is authorised to bind BULMETAL in law, confirms the Seller's offer in writing, or when BULMETAL starts to implement the purchase agreement.

If BULMETAL places an order on its own initiative, the agreement will be concluded as soon as the Seller agrees – even orally – to the order.

2.3 BULMETAL is free to select the parties with which it wishes to enter into an agreement.

2.4 All offers made by the Seller are binding and shall remain valid for a period of at least 3 months.

3. PRICE

3.1 All of the Seller's prices shall include VAT and be expressed in Euros and/or US Dollars.

3.2 The Seller warrants that the prices he communicates are the lowest prices which the Seller offers to his clients at that time for similar quantities of the same and/or similar materials.

The Seller undertakes to reduce his prices retrospectively on every occasion that he offers a similar quantity of the same and/or similar materials to a third party at a more favourable price.

3.3 Prices proposed by the Seller shall include all costs, which are for the Seller's expense, unless expressly agreed otherwise.

These costs concern, among other things (this list is merely given as an example): prices of packaging, delivery on consignment pallets, transportation and travel costs, including transport insurance, storage costs, including additional costs linked to any extended storage, costs of carriage, import duties, taxes, levies, etc.

3.4 All the Seller's prices are fixed and cannot be increased without the express written permission of BULMETAL.

Thus the following events, among others, cannot give rise to a price increase, subject to BULMETAL's express written agreement (this list is merely given as an example): currency fluctuations, increases in prices of materials, auxiliary materials and raw materials, wages, salaries, social security charges, costs imposed by the government, levies and taxes, transportation costs, import and export duties, or insurance premiums, arising between the order confirmation and delivery of the materials.

3.5 All prices relating to the supply of services are fixed and apply regardless of the time when the services are provided, including services provided on Saturdays, Sundays and public holidays, outside office hours and/or during official construction industry holidays.

4. DELIVERY

4.1 Unless expressly agreed otherwise, the Seller shall deliver materials at the time and place stated by BULMETAL.

4.2 Materials travel for the account and risk of the Seller, regardless of the means of transport and/or regardless of who organises the transportation.

4.3 The stated implementation and delivery times are binding and are an essential part of the agreement. If the stated time limit is exceeded and/or in case of partial delivery, the materials will be processed further in accordance with Article 8 of these General Purchasing Conditions.

4.4 Unless agreed otherwise, changes to an order do not result in any way in the stated delivery times being extended and/or cancelled.

5. RISK AND TRANSFER OF TITLE

5.1 Risk to bought materials only transfers to BULMETAL when the bought materials have been definitively handed over, in conformity with these General Purchase Conditions.

5.2 Rights of ownership to sold materials transfer to BULMETAL at the time when an agreement has been concluded.

6. INFORMATION, SAMPLES AND MODELS

Bought materials only comply with the agreement if:

- they are suitable for every specific use required by BULMETAL which it notified to the Seller when the agreement was concluded and which the Seller accepted;
- they comply with the Seller's description;
- the materials possess the characteristics of the goods which the Seller showed BULMETAL as a sample or model;
- and if they are suitable for the use for which goods of the same kind are normally used;

In the event of any contradiction between these conditions, the stated ranking applies.

7. HAZARDOUS GOODS

7.1 The Seller is responsible for ensuring that bought materials do not contain any hazardous goods and/or harmful substances.

The following goods are, among other things, considered hazardous and/or harmful (this list is merely given as an example): gas bottles, radioactive materials, explosives, fuels, etc.

7.2 If bought materials contain hazardous goods, the Seller is obliged to collect the sold materials immediately, for his own account and risk, from BULMETAL.

In that case the Seller is also obliged to offer an alternative for the unsatisfactory delivery, and the Seller is obliged to pay compensation in the amount of 35% of the total purchase price, without prejudice to BULMETAL's express right to claim greater compensation on submission of proof.

7.3 If BULMETAL sells on the delivery in question and/or passes it on in some other way, BULMETAL's clients are entitled to make a direct claim against the Seller, without prejudice to Article 7.2 of these General Purchasing Conditions, for any damage and/or all additional costs in relation to hazardous goods and/or harmful substances contained in the bought materials.

8. SELLER'S LIABILITY

8.1 BULMETAL will first perform a superficial check when it receives materials.

The first check will only concern immediately verifiable deviations that can be detected without any form of processing and/or movement of the materials, and shall in no way constitute final acceptance of the delivered materials.

8.2 BULMETAL reserves the right to protest non-compliant or unsatisfactory deliveries, including deliveries containing hazardous goods and/or harmful substances, until the time that the entirety of the bought materials has been processed, used and/or sold on by BULMETAL. If BULMETAL sells on and/or passes on non-compliant or unsatisfactory deliveries in another manner, including deliveries containing hazardous goods and/or harmful substances, this right transfers to BULMETAL's clients.

8.3 In the case of late, partial, non-compliant and/or unsatisfactory delivery, the Seller is in any case obliged to pay fixed compensation in the amount of 35% of the total purchase price, without prejudice to BULMETAL's express right to claim higher compensation on submission of proof.

In this case BULMETAL moreover has the right, as it sees fit: (1) to oblige the Seller to find a solution, and to offer BULMETAL an alternative free of charge for the late, partial, non-compliant and/or unsatisfactory delivery; (2) to reduce the agreed price pro rata the percentage of the delivered materials that are late, unsatisfactory and/or non-compliant; (3) to send back the materials for the Seller's account and risk; (4) to have work done by a third party at the Seller's expense; (5) to purchase and/or sell goods to replace those to which the contract relates; and/or (6) to terminate the Agreement with the Seller immediately and without court intervention, without BULMETAL being held liable in any way for this.

8.4 In addition to the above-mentioned liabilities, the Seller is obliged to compensate the entire indirect losses, including lost profits, arising from late, non-compliant and/or unsatisfactory delivery.

8.5 The Seller is liable for any damage in relation to (this list is purely given as an example): the environment, safety, (public) health, etc., regardless of whether the materials sold comply with all applicable statutory and/or other regulations, standards and/or obligations. The Seller undertakes to intervene in any possible judicial and/or other proceedings where BULMETAL is held liable for such damage, and undertakes to compensate BULMETAL for all judicial and other costs in that regard.

8.6 BULMETAL's payment obligations will be suspended as long as the Seller does not comply with all the obligations summarised in this article.

9. SELLER'S OBLIGATIONS

9.1 The Seller is required to:

- notify BULMETAL on a regular basis of all relevant information in relation to bought materials and/or transportation;
- ensure that bought materials comply with all applicable statutory and/or other regulations, standards and/or obligations, and in particular with the regulations and conditions set out in EC Regulation No 1013/2006 of 14 June 2006 concerning the transfer of waste materials;
- grant BULMETAL and/or its representatives access to the Seller's premises at any time, to inspect bought materials and/or the status/progress of orders;
- Take out necessary insurance policies, including in relation to (this list is purely given as an example): employer's insurance, professional liability insurance, product liability insurance, etc.

The Seller grants BULMETAL consent to examine on first request the policies and proofs of payment for the above-mentioned insurance policies.

9.2 Subject to the express written agreement of BULMETAL, the Seller is not entitled to transfer and/or outsource orders or part of an order to a third party.

If an order, even with the express written agreement of BULMETAL, is outsourced to a third party, the Seller remains jointly and severally liable for compliance with his obligations, and the Seller warrants that the third party transferee will accept and apply these General Purchasing Conditions in their entirety.

9.3 Subject to the express written agreement of BULMETAL, the Seller is not entitled to enter BULMETAL's premises.

9.4 If the Seller and/or his representatives perform work on BULMETAL's premises, the Seller retains full responsibility for such persons, in particular as regards safety and health.

The Seller releases BULMETAL from any possible liability in this regard.

10. BILLING AND PAYMENT

10.1 Unless explicitly otherwise agreed upon in the sale agreement, BULMETAL cannot be expected to make payments prior to full and compliant delivery.

10.2 Unless explicitly otherwise agreed upon in the sale agreement, a minimum payment period of 90 days applies to all the Seller's invoices.

10.3 The Seller's invoices shall always include the following details:

- the order number and the date of the order
- a full and clear description of the materials to which the invoice relates;
- the invoice amount, broken down into a net amount and the amount due in VAT;
- the payment period, without this being less than 90 days.

BULMETAL has the right to refuse inaccurate and/or incomplete invoices.

10.4 Payments made by BULMETAL to intermediaries, acting for the Seller, are made in full and final settlement, even if these are not transferred to the Seller.

10.5 Payment by BULMETAL of the contractually agreed price in no way constitutes acceptance of the delivered materials and in no way releases the Seller from his liability and/or other obligations.

11. FORCE MAJEURE

11.1 The Seller is only released from his obligations in the event of force majeure in the strict sense of the word.

11.2 By force majeure are solely understood: abnormal and unexpected circumstances that are entirely beyond the control of the Seller, the consequences of which could not be prevented by any precautionary measures, which make it physically impossible for the Seller to execute the agreement.

Hardship/imprevisie and any extension of the agreement do not constitute force majeure, even if the contractual balance is disturbed.

11.3 In the event of force majeure, the Seller shall invite BULMETAL by registered letter to renegotiate the agreement. If the Seller does not participate in good faith in the renegotiation, BULMETAL may, in accordance with Article 17 of these General Purchasing Conditions to decide new contractual conditions and/or order the Seller to pay compensation.

12. CANCELLATION

12.1 BULMETAL reserves the right to cancel the sale agreement, without any form of compensation, if its own client(s) cancel(s) orders for which BULMETAL entered into the above-mentioned sale agreement.

12.2 Subject to the express written agreement of BULMETAL, the Seller is not allowed to cancel the agreement.

In the event that an order is cancelled by or on behalf of the Seller, even with the express written agreement of BULMETAL, the Seller will be obliged to pay fixed compensation in the amount of 35% of the total purchase price, without prejudice to BULMETAL's express right to claim higher compensation on submission of proof.

13. FORFEITURE OF RIGHTS

13.1 If BULMETAL fails, even repeatedly, to enforce any right, this can only be deemed toleration of a certain situation and will not result in forfeiture of rights.

13.2 Any, even temporary, failure by the Seller to enforce any right, will result in forfeiture of rights.

14. NETTING

14.1 In accordance with the Belgian Act on Financial Guarantees of 15 December 2004, BULMETAL and the Seller will automatically set off all currently existing and future debts towards each other by operation of law. This means that in the long-term relationship between BULMETAL and the Seller the largest amount receivable will always remain on balance after the above-mentioned automatic set-off.

14.2 This set-off will in all events be enforceable against any trustee in bankruptcy and other joint creditors, who will therefore not be able to object to the set-off implemented by the Seller and BULMETAL.

15. SUSPENSION AND CANCELLATION

15.1 In case of any change to the situation of the Seller, such as decease, conversion, merger, takeover, transfer, liquidation, suspension of payments, collective composition or out of court settlement, application for postponement of payment, closing down activities, seizure or any other circumstance that could harm confidence in the Seller's creditworthiness, BULMETAL reserves the right simply for that reason: either to suspend execution of one or more agreements with the Seller until the Seller has offered sufficient guarantees for compliance with his obligations; or to declare one or more agreements with the Seller cancelled from the date of sending the cancellation, without prior notice of default and without recourse to a court of law, without prejudice to the right of BULMETAL to claim additional compensation.

15.2 If the sale agreement is terminated, with or without application of the right of cancellation set out in this Article, the Seller shall lose the right to request BULMETAL to comply with its obligations in relation to the cancelled sale agreement.

16. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

16.1 Any documents and information of any nature provided to the Seller during the negotiations, execution or delivery of goods and services must be treated as confidential.

The above-mentioned documents must be returned at BULMETAL's first request.

16.2 Such documents and information remain the property of BULMETAL and shall not be disclosed to third parties, or used directly or indirectly, wholly or partially for purposes other than those for which they are intended, except with the express written consent of BULMETAL.

16.3 The obligation to observe confidentiality also continues after the end of the agreement, at least until the information in question has entered the public domain without the fault of the Seller.

17. DISPUTES

Any disputes between BULMETAL and the Seller shall be definitively settled according to the Arbitration Rules of CEPINA, by one or more arbitrators appointed in accordance with those rules. Proceedings shall be heard in Antwerp. The arbitration will be conducted in the Dutch language.

18. LANGUAGE

These General Purchasing Conditions are available on request and can also be consulted on www.bulmetal.be in Dutch, English, French and German.

Only the Dutch version of these General Purchasing Conditions is legally valid.