

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Applicability of the General Terms and Conditions of Purchase

1.1. These general terms and conditions of purchase (hereinafter referred to as the 'General Terms and Conditions of Purchase') apply to all requests for a quote, orders, and agreements of E-MAX Aluminium Profielen NV, having its registered office at Siemenslaan 8, 3650 Dilsen-Stokkem (KBO number 0458.752.887) (hereinafter referred to as 'E-MAX'), in relation to the purchase and supply, hire purchase, lease, and rental of movable property and services (hereinafter referred to as the 'Agreement'), both present and future: (in hierarchical descending order, the following in the absence or silence of the foregoing) (1) the written and signed extraordinary agreement, (2) the written confirmation of order, (3) these General Terms and Conditions of Purchase, (4) Belgian law. The other party expressly accepts that the General Terms and Conditions of Purchase are the only terms and conditions that apply. The applicability of the general terms and conditions (of sale) of the other party (hereinafter referred to as the 'seller') are expressly rejected, even if they are dated more recently.

1.2. E-MAX reserves the right to unilaterally amend these General Terms and Conditions of Purchase. In that case, E-MAX shall inform the seller. In the event that the seller does not raise an objection to the applicability of the new version of the General Terms and Conditions of Purchase in writing within two weeks of receipt, the seller is deemed to have tacitly accepted the amendments, which then enter into effect with effect from the day of their receipt. If an objection is received in writing within the aforementioned two weeks, the seller is given the opportunity to renegotiate the Agreement.

1.3. If one or more these General Terms and Conditions of Purchase is declared unenforceable or void, it does not affect the validity of the Agreement and the remaining terms and conditions continue to apply in full. In the event of the invalidity or unenforceability of any provision of the Agreement, the Parties negotiate in good faith with a view to replacing that provision with a provision that closely approximates the intention of the Parties. If the Parties are unable to reach agreement, the competent court may moderate the void provision to that which is (legally) permissible.

1.4. Specific provisions in the Agreement take precedence over these General Terms and Conditions of Purchase in the event of inconsistency between the two.

2. Orders

2.1. Orders are only binding for E-MAX if they have been issued or confirmed by E-MAX in writing.

2.2. E-MAX reserves the right to withdraw an order if it has not been accepted by the seller within seven days of the date of the order by means of a signature on and return of the purchase order from E-MAX or, if no purchase order has been used, if the seller has not otherwise accepted the order in writing.

2.3. The seller must specify the number of the respective purchase order on all documents relating to an order. E-MAX is never liable for any damage sustained as a result of a failure to comply with the foregoing.

3. Place and modalities of supply

3.1. Unless expressly agreed otherwise, all orders must be supplied to E-MAX DDP (ICC Incoterms 2020) to its address at Siemenslaan 8, 3650 Dilsen-Stokkem.

3.2. The supply of goods is possible only following registration with the goods receipt department and at the times as stated on the orders, requests for quote, and agreements.

3.3. Where possible, goods must be supplied in disposable packaging and trade names must not be displayed on the packaging. Pallet goods must be supplied on Euro pallets. Packaging material intended for reuse, to include barrels and bottles, that must be returned to the seller after use is permitted only with the express and written consent of E-MAX and on the condition that the packaging bears the name and address of the seller and the text 'Property of'.

The following information must be stated on each packaging unit: name of the seller, seller's reference, E-MAX's reference, quantity per packaging unit, and product description.

3.4. The seller is liable for the loss of or damage to the property of E-MAX that has been made available to the seller for performance of the Agreement.

4. Delivery period

4.1. E-MAX reserves the right to refuse any delivery made after the agreed delivery period, except where this is due to force majeure on the part of the seller. In the event that a delivery is refused, the goods are returned to the seller at the expense of the seller.

4.2. Without prejudice to the previous paragraph, the seller is obliged to report all delays or anticipated delays in the performance of the Agreement to E-MAX immediately.

5. Prices, invoices, and payment

5.1. All prices are fixed and customs cleared at the place of delivery and include appropriate packaging and all other costs of the seller in connection with the fulfilment of its obligations, unless agreed otherwise in writing.

5.2. E-MAX shall pay for the goods supplied within 60 days of the end of the month upon receipt of an invoice or acceptance of the goods supplied, unless expressly agreed otherwise in writing.

5.3. E-MAX is not liable to the seller for any delay to payment of an invoice if that delay has been caused by the seller's failure to comply with the requirements stated in the order or otherwise agreed in relation to invoicing data or shipment advice or has not completed the documents required for invoicing.

5.4. Invoice amounts are settled in euros at the exchange rate applicable on the date of the invoice, unless agreed otherwise.

6. Ownership and risk

6.1. The risk of damage and loss and the ownership of the goods transfer to E-MAX at the point at which E-MAX has received and approved the goods or when E-MAX actually commissions the goods or when a period of 30 calendar days has elapsed since delivery without E-MAX having approved the goods.

The shipment, or a part thereof, may be refused within a period of 30 days, to commence on the date of delivery, if it becomes apparent that the Agreement has not been fulfilled. In the event that the shipment, or a part thereof, is refused, E-MAX has the discretion to (i) demand that the seller deliver the missing goods or repair or replace the refused goods at the expense of the seller within three working days of the notice of refusal being received or (ii) dissolve the order in question in whole or in part. The foregoing is without prejudice to the right of E-MAX to seek compensation for loss. In the event that the refused goods are not collected, E-MAX are entitled to return it. The costs of re-inspection and transport are borne by the seller.

6.2. The seller must insure the goods against transport damage at its own expense.

7. Compliance and legal regulations

7.1. The seller undertakes to ensure that the goods supplied are consistent with the Agreement and that all legal regulations are complied with. This means, in any event, that the goods supplied are consistent with the specifications, plans, descriptions, drawings, or samples that apply to the order. If a drawing or technical specification is specified and the seller does not have that drawing or technical specification, the seller must inform E-MAX of this immediately. In any event, this means that the goods supplied must be suitable for the use for which E-MAX intends and that they must satisfy the legal regulations. Insofar as the objective or the purposes of the goods is not known to the seller on conclusion of the Agreement, the seller must seek clarification from E-MAX.

7.2. A failure on the part of E-MAX to inspect the goods upon delivery does not restrict the right to dispute nor limit the other rights of E-MAX.

7.3. Payment of an invoice does not prejudice any right or claim on the part of E-MAX against the seller for any shortcoming in the performance of the Agreement or any non-compliance of the goods supplied.

7.4. The seller is liable to E-MAX for all direct and indirect damage of whatever nature sustained by E-MAX as the result of a shortcoming on the part of the seller in compliance with the Agreement or a shortcoming in the goods supplied or as a result of an unlawful act on the part of the seller. This liability continues undiminished if the goods have since been processed or handed over to a third party. The seller indemnifies E-MAX against claims of third parties on the basis of, arising from, or relating to a shortcoming on the part of the seller in compliance with the Agreement.

7.5. The seller must take out adequate insurance to cover the liability referred to in Article 7.4. The seller shall present the respective policies to E-MAX on first request.

8. Energy efficiency

8.1. The seller is advised that E-MAX has introduced an energy management system in accordance with ISO 50001 and that aspects of energy efficiency and of energy consumption in energy-related products and services is a decision-making criterion in the evaluation of quotes.

8.2. If more energy efficient alternatives are available for the services and/or products being offered by the seller, E-MAX requests that the seller acts on its own initiative to include these as options in the quote. Boosting energy efficiency is a strategic objective of E-MAX and must be taken into consideration accordingly when evaluating quotes.

8.3 Energy efficiency in energy-intensive systems

Where a device or system has a high level of energy consumption, the total consumption over the economic service life of the product as specified by the seller forms part of the decision. The seller must illustrate this consumption on the basis of a realistic open calculation. E-MAX reserves the right to determine specific payment conditions or penalty clauses in the specific purchase agreement to cover instances of the pre-determined energy efficiency not being realized.

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9. Environment

9.1 The seller is advised that E-MAX has introduced an environmental management system in accordance with ISO 14001 and shall thus ensure minimal environmental impact in all of its aspects.

9.2 The seller shall actively commit to ensuring that its products, packaging, raw materials, and auxiliary materials have minimal environmental impact. Activities/deliveries/products that could negatively impact the environment, e.g. due to emissions to the air, water, or soil, must be expressly reported to E-MAX in advance.

9.3 The seller is responsible for application of industrial benchmarks in relation to care for the environment, as well as for the specific requirements imposed by the region of the supplier or its producer.

In addition, the supplier is also responsible for compliance with all European environmental regulations, including in relation to REACH, CLP, GHS, and the end of life of substances, materials, and products. Moreover, the supplier is also responsible for compliance with additional environmental requirements of local authorities or of E-MAX itself.

10. Complaints

10.1 E-MAX kan te alle tijden klachten indienen, ook indien fouten en/of gebreken pas bij bewerking of verwerking van de goederen aan het licht komen. E-MAX behoudt zich het recht voor om in geval van een klacht de goederen (ook indien de levering van de goederen reeds is goedgekeurd op grond van artikel 6) te weigeren, dan wel herstel of vervanging (beide kosteloos) te eisen, dan wel, zo verkoper in gebreke blijft in de nakoming van diens verplichting tot herstel of vervanging binnen een redelijke termijn, herstel of vervanging van de goederen uit te laten voeren door een derde, waarbij de kosten daarvan voor rekening komen van de verkoper.

11. Force majeure

11.1 In the event of temporary force majeure, compliance with the Agreement is partially or fully suspended for the duration of the period of force majeure, without either party being liable to pay compensation for loss. The parties may only invoke force majeure against one another if one party informs the other party in writing of force majeure as promptly as possible, but at the latest at the time at which its performance was required, with submission of supporting documents.

11.2 Force majeure on the part of the seller is understood to mean all circumstances outside of the will of the parties that render performance of the Agreement impossible.

11.3 Force majeure on the part of E-MAX is understood to mean circumstances that impede use and/or purchase of the ordered goods by E-MAX.

11.4 If a party is definitively unable to perform as a result of force majeure, or if the period of force majeure has lasted for more than fourteen calendar days or is expected to last for at least fourteen calendar days, the other party has the right to (a) terminate the Agreement with immediate effect by means of registered letter, without legal intervention, without any right to compensation for loss or (b) to renegotiate the terms and conditions under which the Agreement is performed. If a party fails to participate in these renegotiations in good faith, the other party may, in accordance with Article 16, ask the court and/or arbiter to determine new contractual terms and conditions and/or demand that the party in question pay compensation for loss.

12. Intellectual property rights

12.1 The seller guarantees that the goods supplied and the intended use of those goods are free from all extraordinary encumbrances and limitations that could impede free use by E-MAX, such as patent rights, brand rights, design rights, or copyrights and indemnifies E-MAX against all claims of third parties in this regard. In the event of claims of third parties for which the aforementioned indemnity obligation applies, the seller shall reimburse all damage sustained by E-MAX, to include legal costs, which also include reasonable solicitor fees for the undertaking of judicial procedures.

12.2 Insofar as data are provided by E-MAX to the seller in respect of which E-MAX has an intellectual property right, the seller acknowledges that E-MAX is and remains the owner of that intellectual property and that the seller has no intellectual property right in this respect, nor obtains title from E-MAX.

13. Confidentiality

13.1 All written or oral information provided to the seller by E-MAX in relation to the expertise, specifications, procedure, needs and all technical information, documents, and data of E-MAX remain the exclusive property of E-MAX and may not be made public, provided to a third party, or otherwise used for a purpose other than performance of this Agreement without prior written consent.

13.2 In addition, the seller must not disclose any information about its relationship with E-MAX without the express written consent of E-MAX.

13.3 The parties declare that the confidentiality clause as referred to in this article survive the Agreement and as a consequence, remain in full effect until the respective information is made public, without cause or fault on the part of the seller.

14. Processing of personal data

14.1 The parties undertake to process personal data in the context of the Agreement in accordance with (i) the General Data Protection Regulation (the 'GDPR'), (ii) the Act of 30 July 2018 in relation to the protection of natural persons in relation to the processing of personal data, and (iii) other applicable national and international privacy-related legislation (hereinafter referred to as 'Prevailing Privacy Legislation').

The seller expressly undertakes to do the following, inter alia:

- To at all times process all personal data that it receives properly and in accordance with Prevailing Privacy Legislation and to use those data only in the context of performance of the Agreement and always on the basis of a legal basis.
- To grant its proxies and personnel access to only those personal data that are necessary for performance of the Agreement.
- To treat all personal data with strict confidentiality and to disclose personal data to third parties only in exceptional circumstances.
- To take all appropriate technical and organizational measures to secure the personal data against loss or any form of unlawful processing.
- To report any data breaches to E-MAX immediately, and in any event within 24 hours, in accordance with Prevailing Privacy Legislation, so that E-MAX can take prompt action in response.

15. Transfer

15.1 Except where the parties agree otherwise in writing, the seller is not entitled to transfer the rights and obligations that arise from this Agreement to a third party.

16. Netting

16.1 In accordance with the Financial Securities Act dated 15 December 2004, E-MAX and the seller automatically and by operation of law compensates and settles all current and future claims in respect of one another. This means that in the permanent relationship between E-MAX and the seller, the largest claim remains on balance following the aforementioned automatic settlement.

17. Termination

17.1. Without prejudice to the other provisions in these General Terms and Conditions of Purchase, E-MAX has the right to unilaterally terminate all ongoing Agreements between the parties with immediate effect, without legal intervention or notice of default, and without any right to compensation for loss arising for the seller, in the event that:

- (a) The seller fails to comply with its obligations on the basis of an Agreement to which these General Terms and Conditions of Purchase apply or of agreements that are associated with that Agreement within fourteen days of receipt of notice of default from E-MAX, or
- (b) The seller has filed for bankruptcy or been declared bankrupt or in the event of any change to the condition of the seller, such as transfer of a significant part of the assets, attachment, or any other circumstance that may harm confidence in the creditworthiness of the seller, or in the event of fraud, intent, or deception, or
- (c) The seller has passed a resolution to dissolve the legal entity or company, or
- (d) Control of the seller has been transferred to a third party, or
- (e) The seller is in a force majeure situation in accordance with Article 9 of these General Terms and Conditions of Purchase.

17.2. The provisions of this article are without prejudice to the right of E-MAX to seek full compensation for loss that it has sustained, of whatever nature, and within what is imposed by applicable law.

18. Jurisdiction and applicable law

18.1. Belgian law applies exclusively to all agreements to which these General Terms and Conditions of Purchase apply as well as to all agreements associated with those agreements. The provisions of the United Nations Convention on Contracts for the International Sale of Goods [CISG, Vienna, 11 April 1980] do not apply.

18.2. Disputes between E-MAX and the seller are subject to the exclusive jurisdiction of the competent courts in the place at which E-MAX's registered office is located. If the seller is based outside the European Union, disputes between E-MAX and the seller are ultimately settled in accordance with the CEPANI Arbitration Rules by three arbiters appointed in accordance with those same rules. The place of arbitration is Brussels. Arbitration takes place in English. E-MAX nevertheless reserves the exclusive right to bring any dispute with the seller before the competent court in the place at which the seller's registered office is located.

18.3. These General Terms and Conditions of Purchase have also been translated into, inter alia, English, French, and German. Irrespective of the language in which E-MAX has provided its General Terms and Conditions of Purchase to the seller, the content of the Dutch-language General Terms and Conditions of Purchase always prevails, e.g. in the event of any difference in interpretation or translation errors.