

GENERAL PURCHASING CONDITIONS

1. Scope of application of general purchasing conditions

1.1. These general purchasing conditions [hereinafter 'General Purchasing Conditions'] apply to all requests for quotations, orders and agreements from E-MAX concerning the purchase and delivery, hire purchase, leasing and rental of movable property as well as services [hereinafter the 'Agreement'], both current and future: [the following in hierarchically descending order in the event of absence or tacit agreement of the preceding]: (1) a written and signed special agreement; (2) a written order confirmation; (3) these General Purchasing Conditions; (4) Belgian law. The other party expressly accepts that these General Purchasing Conditions are the only terms and conditions that apply. The applicability of the general terms and conditions or conditions of sale of the other party [hereinafter the 'Seller'] is expressly rejected, even if they are more recent.

1.2. The Seller will be given the opportunity before an Agreement is concluded to take note of the contents of these General Purchasing Conditions and will expressly accept them.

1.3. The contents of these General Purchasing Conditions will always be transmitted to the Seller by electronic means. E-MAX shall ensure that these General Purchasing Conditions are made available in a simple manner and that the Seller is given the opportunity to save them on a durable data carrier or that a copy can be sent at no additional cost.

1.4. E-MAX reserves the right to unilaterally amend these General Purchasing Conditions. E-MAX will always notify the Seller accordingly. If the Seller does not object to the applicability of a new version of the General Purchasing Conditions in writing within two weeks of receiving them, the Seller shall be deemed to have accepted the changes – tacitly – and they will then take effect from the day of receipt of the new conditions. The Seller will be given the opportunity to renegotiate the Agreement if the Seller objects in good time.

1.5. Should one or more of these General Purchasing Conditions be declared definitively unenforceable or null and void, this will not affect the validity of the Agreement and the other conditions shall remain in full force and effect. If any provisions of the Agreement are invalid or unenforceable, the parties will negotiate in good faith with a view to replacing it with a provision that corresponds as closely as possible to the intention of the parties. If the parties do not reach an agreement, the competent court may mitigate the void provision to what is (legally) permissible.

1.6 In the event of a conflict, the specific provisions in the Agreement will prevail over these General Purchasing Conditions.

2. Orders

2.1. Orders are only binding on E-MAX if it issues or confirms them in writing.

2.2. E-MAX reserves the right to withdraw an order if the Seller does not accept it within seven days of the date of the order by signing and returning E-MAX's order form or, if an order form has not been used, it is otherwise accepted in writing.

2.3. The Seller must indicate the number of the order form in question on each document relating to an order. Under no circumstances shall E-MAX be liable for any damages arising as a result of non-compliance.

3. Place and conditions of delivery

3.1. Unless expressly agreed otherwise in writing, all orders must be delivered DDP (ICC Incoterms 2020) to the E-MAX branch, the address of which is specified on the order form.

3.2. Delivery of goods is only possible after the receiving department has been notified and at the times indicated on orders, requests for quotations and agreements.

3.3. If possible, goods must be delivered in disposable packaging without trade names stated on the packaging. Palletised goods must be delivered on Euro pallets. Packaging materials intended for multiple use, including barrels and bottles, which are to be returned to the Seller after use, are only permitted with of E-MAX's express written agreement and under the condition that the packaging states the name and address of the Seller plus the text 'Property of'.

The following information must appear on each package: the Seller's name and reference, E-MAX's reference, the quantity per package and a product description.

3.4. The Seller shall be liable for loss or damage to E-MAX property available to the Seller for the implementation of the Agreement.

4. Delivery time

4.1. The delivery period for the goods specified in the Agreement must be strictly observed. If the Seller fails to deliver in whole or in part within the agreed delivery period, E-MAX shall be entitled by operation of law to a flat-rate damages compensation of 10 per cent of the value of the goods to be delivered, without prejudice to its right to claim higher damages and without prejudice to the right to terminate the Agreement in accordance with Article 4.2.

4.2. E-MAX reserves the right to refuse any delivery delivered after the agreed delivery date, unless this is due to force majeure on the part of the Seller, in accordance with Article 11 of these General Purchasing Conditions. If the goods are refused, they will be returned to the Seller at the Seller's expense.

4.3. Without prejudice to the provisions of the previous paragraph, the Seller is obliged to notify E-MAX immediately of any delay or expected delay in the implementation of the Agreement.

4.4. If it is clear that the Seller will not fulfil its obligations or if E-MAX has a well-founded fear that this is the case, even if these obligations are not yet due, E-MAX will be entitled to suspend its obligations early, based on an informal notice, as well being entitled to terminate the Agreement, after reminding the Seller to provide sufficient guarantees for the proper implementation of the Agreement, within a reasonable period and after sending a notice of default.

5. Prices, invoices and payment

5.1. All prices are fixed, as stipulated on the order form or order confirmation, and apply as cleared at the place of delivery and include proper packaging and all other costs incurred by the Seller in fulfilling its obligations, unless otherwise agreed in writing.

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

5.3. In case of late payment, the Seller must send a payment reminder to Seller, whereby an additional 15 days will be granted to E-MAX to fulfil its payment obligation.

5.4. E-MAX will not be liable to the Seller for any delay in the payment of an invoice if the delay is due to the Seller's failure to comply with the requirements stated in the order or otherwise agreed on with regard to invoice details or shipping advice, or if the documents required for invoicing are not properly completed.

5.5. Invoice amounts must be paid in euros, at the exchange rate prevailing on the date of the invoice, unless otherwise agreed.

5.6. E-MAX is entitled to suspend payment of an invoice for non-conforming goods and/or any other failure in the implementation of the Agreement.

6. Ownership and risk

6.1. The risk of damage and loss and the ownership of the goods will not pass to E-MAX until E-MAX has taken delivery of and approved the goods or E-MAX has actually put them to use or 30 calendar days have passed after delivery without E-MAX having approved the goods.

All or part of the shipment may be rejected if it is evident that the Agreement has not been fulfilled within 30 calendar days, counting from the date of delivery. If a shipment, part of a shipment or an item is rejected, E-MAX may, at its discretion: (i) require the Seller to deliver the missing item or to repair or replace the rejected item at its expense within three working days of receipt of the notification of rejection; or (ii) cancel the order in question in whole or in part. The foregoing is without prejudice to E-MAX's right to compensation. If the rejected item is not collected, E-MAX is entitled to return the rejected item. The Seller will bear the costs of inspecting the goods again and the transport costs.

6.2. The Seller must insure the goods for transit damage at its expense.

7. Compliance and legal requirements

7.1. The Seller guarantees that the goods delivered comply with the Agreement and that all legal obligations will be fulfilled. This implies in any event that the goods delivered comply with the specifications, plans, descriptions, drawings or samples applicable to the order. If a drawing or technical specification is mentioned and the Seller does not have this drawing or technical specification, the Seller must inform E-MAX immediately. The Seller at any rate guarantees that the goods delivered: are suitable for E-MAX's intended use for the goods, are of sound marketable quality, are free of visible or hidden defects, are not encumbered by preferential rights, security rights or encumbrances, are not subject to seizure or confiscation, conform to all applicable requirements for their reliability and service life, and comply with all local and statutory regulations (including technical, health and safety standards). Insofar as the Seller is not aware of the purpose or designated use of the goods at the conclusion of the Agreement, the Seller must request information from E-MAX in this regard.

7.2. E-MAX's failure to inspect the goods on delivery does not limit either its right to dispute or E-MAX's other rights.

7.3. Payment of an invoice does not waive any right or claim that E-MAX may have vis-à-vis the Seller for any failure in the implementation of the Agreement or any non-conformity of the goods delivered.

7.4. The Seller shall be liable to E-MAX for all direct and indirect damages of any kind suffered by E-MAX as a result of the Seller's failure to implement the Agreement or a defect in the goods delivered, or as a result of an unlawful act on the part of the Seller. This liability shall apply in full force if the goods have since been processed or transferred to third parties. The Seller indemnifies E-MAX against third-party claims for that reason, arising or related to the Seller's failure to implement the Agreement.

7.5. The Seller shall take out adequate insurance against the liability mentioned in Article 7.4. The Seller will allow E-MAX to inspect the policies in question immediately on request.

8. Energy efficiency

8.1 E-MAX hereby informs the Seller that it has implemented an energy management system according to ISO 50001 and that aspects of energy efficiency and of energy consumption for energy-related products and services are a criterion used when assessing quotations.

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8.2 If there are more energy-efficient (i.e. more economical) alternatives to the services and/or products offered by the Seller, we kindly ask you to optionally extend the quotation to include these alternatives on your own initiative. Increasing energy efficiency is one of E-MAX's strategic objectives and is taken into account accordingly when assessing bids.

8.3 Energy efficiency in energy-intensive systems:

If an appliance/installation uses a significant amount of energy, the total consumption declared by the Seller during its useful life will be taken into account in that decision. The Seller must demonstrate this consumption based on a realistic open calculation. E-MAX reserves the right to stipulate specific payment terms or penalty clauses in the specific purchase agreement in the event that the predetermined energy efficiency is not achieved.

9. The environment

9.1 E-MAX hereby informs the Seller that it has implemented an environmental management system according to ISO 14001 and will therefore ensure that the environmental impact in all its aspects is minimised.

9.2 The Seller will actively do its utmost to ensure that the impact on the environment of its products, packaging, raw and auxiliary materials is kept to a minimum.

E-MAX must expressly be notified in advance of any work/deliveries/products that may adversely affect the environment, for instance through emissions into the air, water or soil.

9.3 The Seller is responsible for applying industrial standards related to care for the environment, as well as the specific requirements that the region imposes on the supplier or its manufacturer.

The supplier is also responsible for compliance with all European environmental regulations, including those concerning Reach, CLP, GHS, and the end of life of substances and products. Moreover, the supplier is responsible for complying with additional environmental requirements laid down by local authorities or E-MAX itself.

10. Liability and complaints

10.1 E-MAX is entitled to lodge complaints at any time, even if errors and/or defects only become apparent when the goods are processed or handled. If it has a complaint, E-MAX reserves the right to refuse the goods (even if the delivery of the goods has already been approved under Article 6), or to demand the repair or replacement of the goods (both free of charge), or, if the Seller fails to fulfil its obligation to repair or replace the goods within a reasonable period of time, to have the repair or replacement of the goods carried out by a third party, the costs of which will be borne by the Seller.

10.2 The Seller shall be liable for all damage and losses suffered by E-MAX and third parties that are caused entirely or in part by the goods delivered. The Seller hereby expressly waives any limitation of its liability, all limitations on the manner of compensation and all other provisions that may or could prevent the indemnification of E-MAX for any loss or damage suffered.

11. Force majeure

11.1 In the event of temporary force majeure, the implementation of the Agreement will be suspended in full or in part for the duration of the force majeure period, without the parties being reciprocally liable for any compensation in this respect. The parties may only invoke force majeure vis-à-vis each other if one of the party notifies the other party in writing of this invocation of force majeure as soon as possible, but no later than the time it should have implemented the Agreement, on submission of documentary evidence.

11.3 Force majeure on the part of E-MAX includes all circumstances that prevent E-MAX's use and/or acceptance of the ordered goods and that are beyond its control.

11.4 Force majeure shall in any case not include: illness of the Seller (or its staff), strikes on the part of the Seller's staff and non-performance of obligations by the Seller's subcontractors or suppliers or other third parties engaged by the Seller.

11.5 If a party is permanently unable to implement the Agreement due to force majeure, or if the force majeure period lasted longer than 14 (fourteen) calendar days or will last for at least 14 (fourteen) calendar days, the other party is entitled to (a) terminate the Agreement by registered letter with immediate effect, without judicial intervention, without any right to compensation; or (b) renegotiate the conditions under which the Agreement is implemented. If a party fails to participate in these renegotiations in good faith, the other party is entitled, in accordance with Article 16, to request the court and/or the arbitrator to determine new terms of the Agreement and/or order the party concerned to pay damages.

12. Intellectual property rights

12.1 The Seller guarantees that the goods delivered and their intended use are free of all special charges and encumbrances that could prevent their free use by E-MAX, such as patent rights, trademark rights, design rights or copyrights and any other intellectual property rights attached to the goods and indemnifies E-MAX against all third-party claims in this respect. If there are third-party claims to which the aforementioned indemnification obligation applies, the Seller will compensate all damages incurred by E-MAX including legal costs, which will also include reasonable legal costs for conducting legal proceedings.

12.2 To the extent that E-MAX gives the Seller information for which E-MAX has intellectual property rights, the Seller acknowledges that E-MAX is and will at all times remain the owner of these rights and the Seller will not obtain any intellectual property right or title to these rights.

13. Confidentiality

13.1 All written or oral information that E-MAX gives to the Seller concerning E-MAX's know-how, specifications, procedures, requirements and all technical information, documents and data shall remain the exclusive property of E-MAX and may not be disclosed, given to a third party or otherwise used for any purpose other than the implementation of this Agreement, unless the Seller has E-MAX's prior written permission.

13.2 Furthermore, the Seller will not disclose any information about its relationship with E-MAX to any third party without E-MAX's express written permission.

13.3 The parties declare that the confidentiality clause set out in this article will outlive the Agreement and will therefore remain in full force and effect until the information becomes publicly known without any action or fault on the part of the Seller.

14. Processing of personal data

14.1 In the context of the Agreement, the parties undertake to process personal data in accordance with (i) the General Data Protection Regulation (the 'GDPR'); (ii) the Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data; and (iii) other applicable domestic and international privacy-related regulations (hereinafter the 'Prevailing Privacy Legislation').

The Seller expressly undertakes the following, including but not limited to:

- to process all personal data it receives properly and carefully at all times in accordance with Prevailing Privacy Legislation and to use the data solely in the context of the implementation of the Agreement and always on a legal basis;
- to allow its mandataries and staff access to the personal data only to the extent necessary for the implementation of the Agreement;
- to treat all personal data in the strictest confidence and to only pass on this personal data to third parties in exceptional circumstances;
- to take all appropriate technical and organisational measures to secure the personal data against loss or any form of unlawful processing;
- if applicable, to inform E-MAX of data breaches immediately, but no later than 24 hours after discovery of the data breach, in accordance with the Prevailing Privacy Legislation, so that E-MAX can take action within the statutory time limits.

15. Assignment of rights and obligations

15.1 Unless the parties otherwise agree in writing, the Seller is not entitled to assign the rights and obligations under the Agreement to a third party.

16. Netting down

16.1 In accordance with the Belgian Financial Collateral Act dated 15 December 2004 [Wet op de Financiële Zekerheden] and Book 5, Section 263 of the (new) Belgian Civil Code, E-MAX and the Seller will automatically and by operation of law compensate and offset all currently existing and future claims against each other. This means that, in the permanent relationship between E-MAX and the Seller, the largest claim always remains on balance after the aforementioned automatic offset.

17. Termination

17.1. Without prejudice to the other provisions of these General Purchasing Conditions, E-MAX is entitled, without judicial intervention and without notice of default, to unilaterally terminate all current Agreements between the parties with immediate effect, without giving rise to any right to compensation for the Seller in this regard, if:

- (a) the Seller fails to comply with its obligations under an Agreement to which these General Purchasing Conditions apply or agreements related to it within 14 (fourteen) days of receiving a notice of default to that effect from E-MAX; or
- (b) the Seller's bankruptcy is filed or declared or if there is any change in the Seller's circumstances, such as transfer of a substantial part of the assets, seizure or any other circumstances likely to compromise confidence in the Seller's creditworthiness, or in case of fraud, deliberate intent or deceit; or
- (c) the Seller has passed a resolution to dissolve the legal entity or company; or
- (d) the Seller's control is transferred to a third party; or
- (e) the Seller is affected by force majeure in accordance with the conditions set out in Article 9 of these General Purchasing Conditions.

17.2. The provisions of this article are without prejudice to E-MAX's right to full compensation for damages suffered by it, regardless of their nature, and within that which is mandatorily imposed by applicable law.

18. Jurisdiction and applicable law

18.1. All Agreements to which these General Purchasing Conditions apply as well as all agreements related to them are governed exclusively by Belgian law. 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 shall be subject to the exclusive jurisdiction of the competent courts of E-MAX's registered office. If the Seller is not based in a European Union Member State, disputes between E-MAX and the Seller shall be definitively settled in accordance with the CEPANI Rules of Arbitration, by three arbitrators appointed in accordance with these rules. The seat of arbitration is Brussels. The arbitration will take place in English. E-MAX nevertheless reserves the exclusive right to bring any dispute with the Seller before the competent court of the place where the Seller's registered office is located.

18.3. These General Purchasing Conditions have also been translated from Dutch into English, German and French. Regardless of the language in which E-MAX has given its General Purchasing Conditions to the Seller, the contents of the Dutch-language General Purchasing Conditions will always be decisive, for instance if there are any differences in interpretation or translation errors.