

General Conditions of Purchase

ADM-003 / A3'

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Page: 1/2

Orders are subject to the following general conditions of purchase:

1. GENERAL COMMENT

The term "goods" covers both the goods and the services (including labour) to be delivered by the seller.

2. INTRODUCTION

Acceptance of the order by the seller (including his legal successors) shall be deemed to constitute acknowledgement of having examined our general conditions of purchase.

As a result, these general conditions shall be legally applicable and shall be deemed to have been accepted fully and unreservedly by the seller.

No clauses or conditions contained in the seller's general conditions of sale or correspondence which deviate from these present conditions shall be binding upon Certech except in so far as the latter has specifically accepted them in writing.

Certech reserves the right to modify these general conditions and shall notify such modifications to the seller. The modified clauses shall immediately become applicable to the current order, unless the seller objects within eight days.

3. MANAGEMENT OF THE MEANS INVOLVED

The seller undertakes to carry out any step necessary for the proper delivery of the goods and for the after-sales service in compliance with the purchase specifications, and in respect to his own procedures and quality management system. The seller takes the responsibility to implement sufficient and appropriate means in order to obtain the conformity of the whole process chain. In particular, the staff involved in all of the key steps of the achievement has a sufficient level of training and skills and is qualified for the task at hand.

Certech gives priority to the sellers who are certified for the order of products, consumables and equipment. According to the required level of performance and context, Certech sub-contracts to certified or accredited labs. For external metrology and calibration operations, Certech considers accredited labs in priority. The certificate that may be produced by the seller is a proof of qualification of the implemented means.

4. CONFIDENTIALITY

All the pieces of information relating to the order have to be considered as confidential by the seller, except in case of the opposite statement. Any information transmitted by Certech for the purposes of the order, whether it relates directly to Certech or any other interested party, will be treated as confidential. The seller must have procedures in place to prevent intentional or non-intentional release of information. The access to the information relating to the order shall be limited and controlled, whether the information is written or computerised (paperless data).

Certech commits to keep and protect any confidential information that may be communicated by the seller. Any diffusion of confidential data shall not be allowed without seller agreement. In the case of subcontracting of analyses, Certech reserves the right to integrate the subcontracting results into its own report or, depending on the context and needs, to integrate the subcontracting report as an appendix to its global report.

5. PACKING AND CARRIAGE

Unless otherwise stated in writing at the time of purchase, packing and carriage shall be taken into account and clearly justified in the seller proposal.

Any damage arising from inadequate packing shall be debited to the seller. The seller shall be held responsible for such damage even after acceptance of the delivery.

6. DELIVERY

The ownership and risks of the goods purchased under this order shall remain with the seller until the time of delivery and final acceptance. The transfer of ownership shall take place at that time.

Every delivery, whether full or partial, shall be accompanied by a delivery note dated and signed by the seller, stating the number and date of the order, the ordering department and the person to be contacted, the numbers of the packages, and the qualitative and quantitative totals of the goods delivered. If a delivery includes goods supplied against several orders, the seller shall draw up one list and one invoice per order. In the case of deliveries under customs seal, an invoice for the exact value of the despatch must be attached.

Each package shall be labelled and marked to identify its content without being opened, and all packages shall contain packing slips listing their contents.

The order number shall be shown on all packages, packing slips, delivery dockets and other documents originating from the seller.

No deliveries shall be made without the agreement of Certech, according to the following opening hours of our secretariat: 8h-16h30 from Monday to Friday except legal holidays and annual leave closure between Christmas and New-Year's.

7. ACCEPTANCE AND DELIVERY DATES

Unless otherwise specified in writing by Certech, deliveries shall be made in accordance with the quality and dates laid down in the orders.

Certech may, but shall not be bound to, grant the vendor a final date, given in writing, after which Certech may terminate the contract by letter.

The sole factor of exceeding the delivery date shall be deemed to constitute notice to the seller.

If the seller does not carry out the delivery as requested in the order, within the required period, or in any additional periods granted, he shall be liable to pay delay penalties which, being established as fixed compensation, shall be calculated according to the specific rules applying in the framework of the financial support (e.g. public funding). Certech shall always be entitled to demand additional compensation for any damages not covered by the fixed compensation.

Failure to deliver the goods in question in the quality and periods specified shall have the effect, if Certech so wishes, of releasing the latter from any obligation to accept and pay for the missing goods, or any subsequent partial delivery.

Failure to deliver shall authorise Certech to obtain supplies elsewhere and/or debit the seller for all losses suffered in this way, unless deferred delivery has been agreed in writing by Certech. Abstention by Certech of the right to exercise their option with regard to any specific delivery shall not be deemed to constitute a waiver of this option for subsequent deliveries.

8. INSPECTION

Certech shall be authorised but not bound to have the quality of the materials used and

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General Conditions of Purchase

parts thereof inspected and checked by its duly authorised representatives both during construction and after completion. These checks and inspections should be carried out at the manufacturing site during normal working hours after agreeing the time and date of the visit with the seller.

The seller shall not be able to take advantage of the fact that this supervision has been carried out to claim any release from his responsibility if the supply or supplies are rejected due to any fault.

If the general health and safety regulations require the equipment to be inspected by an approved Belgian organisation before commissioning or during manufacture, the seller shall include these costs in his price offer. The control organisation shall be chosen by Certech.

9. GENERAL HEALTH AND SAFETY REGULATIONS

The equipment or goods supplied shall comply with Health and Safety laws and regulations. Any additional specifications considered necessary shall be attached to the order.

On delivery, the seller shall hand over to Certech a document attesting that all health and safety requirements have been carried out at the time of the order.

10. ACCEPTANCE PROCEDURE

Final acceptance is only considered after the control of compliance with the agreed criteria, such as: after installation of an equipment and performance tests, after validation of a sub-contracting report, etc. If the verification demonstrates a disagreement or a functional defect, Certech reserves the right not to block the final receipt of the goods.

11. PAYMENT

Certech pays invoices 30 days end of month on condition that the final acceptance procedure has been successfully completed. Invoices are to be addressed at:

Certech, Zone Industrielle C, 7180 Seneffe ; either sent by mail at the same address or by e-mail at : info@certech.be

12. PRICE REDUCTION

When differences in quality leading to rejection of supplies are minimal and Certech considers that they will not cause any major problems from the point of view of use or serviceable life, Certech reserves

the right to accept the supplies at a reduced price due to their diminished value.

13. GUARANTEE

- The seller guarantees that all articles, materials and labour comply with the purchase specifications, drawings, samples and any other instructions supplied by Certech and are suitable for their purpose, are of good quality and free from faults.

- If quality is not specified, the goods supplied shall be of the best quality, subject to examination and approval by Certech.

- For purchases of equipment, the seller shall supply Certech with a copy of the "seller's standard guarantee" and the "service guarantee".

- Certech shall have 25 days after receipt of the goods and before payment to check on compliance with the specifications and to pass the result on to the seller.

- If takeover tests are to be carried out at the place of installation, these shall be carried out by Certech personnel after giving a reasonable period to the seller to enable him to attend the tests. If the seller is not represented at the tests, Certech shall send him the report, and the seller shall not be able to dispute its accuracy.

- The guarantee period starts on takeover and covers a period specified in writing in each particular case. This period shall not be less than one year.

- The seller guarantees that all articles, materials and labour comply with the purchase specifications, drawings, samples and any other instructions supplied by Certech and are suitable for their purpose, of good quality

- If the goods are rejected, Certech shall notify the seller in writing and may if they so wish, at the seller's cost and risk, either return the rejected goods to the seller or keep them available for him. These guarantees shall be additional to any guarantee or service provided by the seller.

- Replacement parts or reworked parts shall be guaranteed in the same terms and conditions as the original equipment and for an equal length of time. Stock of spare parts or reworked parts shall be kept for a period of 10 years after final acceptance of the goods.

14. MODIFICATION

Certech reserves the right to modify specifications and delivery dates. Any price difference arising from such modifications shall be calculated fairly and the contract shall be modified accordingly in writing.

15. TERMINATION

Certech reserves the right to terminate the order in full or in part with no compensation for the seller if the latter is unable to meet its financial commitments or is of dubious creditworthiness. The protest of an accepted draft or an application for legal or amicable composition proceedings shall in particular be deemed to be sufficient proof of this situation.

16. FORCE MAJEURE

Certech reserves the right to suspend or cancel deliveries of goods for which it will have no further use due to a case of force majeure arising prior to acceptance of the goods.

In this case, Certech may also adjust the contract to the circumstances.

The seller waives any compensation.

17. PATENTS AND MODELS

The seller guarantees Certech that the purchase, use or resale of goods supplied under this order and in the form provided for does not infringe any patent or model, and hereby undertakes to defend any claims, actions or proceedings which may be brought against Certech on the basis of a breach of a patent or model due to the purchase, use or resale of these goods and to compensate or hold Certech harmless with regard to any sentence, decisions, damages, expenses (including the fees and expenses of Certech's lawyers) or out of pocket expenses claimed from or borne by Certech due to such breach, whether real or alleged.

18. APPLICABLE LAW

Any disputes which are not settled amicably shall be submitted to the competent Court of Charleroi and shall be subject to Belgian law.