



## LINEAS GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. SCOPE.

The current General Terms and Conditions (hereinafter referred to as the 'General Terms and Conditions') are applicable to all purchases made by LINEAS NV, with its registered office at Koning Albert II-laan 37, 1030 Brussels, Belgium and registered in the Crossroads Bank for Enterprises under number 0896.067.192 (hereinafter referred to as 'LINEAS').

### 2. CONCLUSION OF THE AGREEMENT - GENERAL.

The conclusion of a purchase agreement by LINEAS shall occur through a written and signed order accepted by the seller. Any subsequent changes may only be made in writing. Both the General Terms and Conditions and the provisions of the special terms and conditions shall form an integral part of the purchase agreement. In the event of any discrepancies, the General Terms and Conditions and special terms and conditions shall prevail.

The term 'Special Terms and Conditions' shall include all terms and conditions applicable to a certain purchase agreement, such as specifications, requests for quotation, technical requirements etc.

The general terms and conditions of the seller shall only apply insofar as confirmed in writing between the parties.

The agreement is exclusively governed by the laws of Belgium. The Commercial Court in Brussels shall have exclusive jurisdiction in any dispute arising from the performance or interpretation of this agreement.

The rights and obligations arising from this agreement may not be transferred by either party without written agreement from the other party. The seller may only enlist subcontractors with prior written agreement from LINEAS and at its own risk. The seller shall at all times remain jointly and severally liable towards LINEAS for the performance of the purchase agreement.

Any debt claims and debts that exist or may exist between the seller and LINEAS, even under the scope of different agreements, shall not be considered separately and shall be viewed as interconnected. These debt claims and debts shall lawfully be considered as a whole, without any prior notice of default, so that either party may claim compensation in the event of insolvency, seizure of assets or any other situation of creditor's equality on the part of one of the parties, regardless of the origin of such debts of claims and regardless of their due date, their object or the currency in which they are expressed.

The agreement shall be lawfully terminated in the event of the seller's bankruptcy. In the event of liquidation, collective debt settlement or any other legal, administrative or voluntary domestic or foreign procedure involving the liquidation of assets and the distribution of the proceeds thereof between creditors, LINEAS may lawfully terminate the agreement (by registered post), without prior notice of default and without being obliged to pay any compensation.

### 3. PERFORMANCE OF THE AGREEMENT.

All deliveries shall comply with the (technical) requirements of the agreement, and if applicable, with the drawings and models provided as well as with the samples and prototypes provided. If no technical requirements were provided, all deliveries shall be manufactured in accordance with the standards of good workmanship, shall be free from construction, manufacturing or design faults, and shall fulfil all reasonable requirements for robustness, effectiveness and finishing.

The seller undertakes to comply at all times with all legal, regulatory, administrative, national and European requirements in relation to the deliveries and its performance, on penalty of the immediate and lawful cancellation of the order at its own expense. LINEAS may carry out inspections or have inspections carried out on its behalf at any time, order the cessation of any works that are deemed non-compliant and reject any delivery or performance that does not meet the required quality.

In the event of force majeure, the parties shall make every effort to limit the consequences of the situation as far as possible, and the parties shall cooperate to propose new delivery terms.

### 4. PRICE, INVOICING AND PAYMENT.

Unless specified otherwise in the special terms and conditions, prices are fixed, non-revisable and expressed in euro.

The seller shall be expected to set a price that includes all levies — except for VAT — including packaging costs, loading costs, transfer costs, transport costs, insurance and customs transactions, documentation costs in relation to delivery, fitting costs, customs duties and excise duties.

Invoices shall be drawn up in one original copy per delivery and per destination, sent by e-mail to [accounts.payable@lineas.net](mailto:accounts.payable@lineas.net) and marked for the attention of the following department:

#### LINEAS – Supplier accounting

Koning Albert II-laan 37  
1030 Brussels, Belgium

Aside from all legally required details, invoices shall also state LINEAS's order number. If LINEAS's reference is not included on the invoice, LINEAS will have no option but to return the invoice for correction.

Payment shall be made within a period of 30 calendar days, starting from the date of provisional acceptance, insofar as LINEAS has received a correctly drawn-up invoice.

### 5. SHIPMENT AND DELIVERY.

- The term 'delivery' shall be taken to mean the acceptance of the delivery (or deliveries) made.

- The delivery term is specified on the order and is expressed in days, weeks or calendar months, or from date to date.

- If the delivery term is breached, LINEAS shall — lawfully and without notice of default — be entitled to charge a penalty equal to 1% of the value of the undelivered goods per (calendar) day by which delivery is delayed.

- If the delivery term expires without delivery having occurred, LINEAS shall be lawfully entitled to enlist a third party to continue and complete the performance of the seller at the expense and risk of the defaulting seller. All expenses or additional costs and all damage arising from the application of these measures shall be for the account of the defaulting seller.

- The place of delivery shall be determined in the special terms and conditions.

- The seller shall be responsible for the packaging and shipment of the goods.

- Packaging requirements: the delivery shall be properly packed, so that the goods cannot be damaged. Fragile items shall be packed separately.

The order number must be stated on each package that forms part of the delivery, and each package shall be numbered individually.

When delivery is made, a packing list providing an overall summary of the goods delivered and a detailed overview of the goods per package shall be attached to one of the packages.

If different goods are packed in a single package, these must be correctly labelled. LINEAS's reference numbers shall be used on these labels, if provided on the order.

Separate orders shall not be packaged together.

If these packaging requirements are not complied with, LINEAS reserves the right to refuse delivery.

The application of these packaging requirements shall be one of the elements used by LINEAS in its assessments of sellers.

### 6. INSPECTION, ACCEPTANCE AND WARRANTY.

#### Prior inspection.

LINEAS may inspect whether the materials, objects and raw materials processed as part of the production of deliveries meet the contractual terms and conditions. Any materials, objects and raw materials that do not meet the contractual terms and conditions shall be repaired, removed or replaced. Such prior inspection shall not subject LINEAS to any obligation in relation to the subsequent acceptance of the delivery itself.

#### Partial provisional acceptance (at the manufacturing site).

The special terms and conditions may provide for a partial provisional acceptance at the manufacturing site and set down the conditions for such acceptance.

#### Full provisional acceptance (at the place of delivery).

For each delivery, the seller shall draw up a note that shall be sent or handed over to LINEAS no later than the date of shipment or provision of the goods. This note shall state the nature of the delivery, the quantity, the brand, the reference number and the date of the order. The note may be replaced by an invoice that lists the same items.

At the place of delivery, LINEAS shall inspect the nature and quantity of the deliveries and record any damage. LINEAS shall have a period of 30 days to confirm provisional acceptance or rejection of the goods to the seller. If LINEAS fails to confirm either way within this term, provisional acceptance shall be deemed to have taken place.

In the event of rejection, LINEAS may either:

- demand correction of the defects observed or replacement of the defective goods; in such event, the penalties calculated as per the provisions of Article 5, paragraph 3 shall continue to apply as long as full acceptance has not taken place;

- notify the seller of the termination of the agreement without any need for judicial intervention, and without prejudice to its right to claim compensation for any damage. Any return of delivered goods shall be at the expense of the seller.

#### Warranty.

Without prejudice to the statutory warranty against hidden defects, the seller shall guarantee the quality and proper functioning of the goods sold for a period of two years starting at the moment notification of provisional acceptance is served, unless the statutory warranty is more favourable to LINEAS. During this period, defective goods or goods that no longer comply with the contractual terms and conditions shall be replaced free of charge by the seller, without prejudice to any right to compensation.

A new warranty term shall commence for all goods delivered as replacements.

#### Final acceptance.

Final acceptance shall take place upon expiry of the warranty term.

#### Acceptance costs.

Acceptance costs shall be for the account of LINEAS. However, the costs of any additional acceptance operations that become necessary due to the actions of the seller shall be for the account of the seller. The same applies in the event of rejection or in the event that, due to the seller's actions, deliveries cannot be provided for acceptance.

In all cases of acceptance at the manufacturing site, the seller shall be obliged to provide LINEAS with all technical means required for that purpose.

### 7. TRANSFER OF TITLE AND RISK.

LINEAS shall only take ownership of any deliveries from the moment of full provisional acceptance, notwithstanding any retention of title clause, which shall not be binding on LINEAS if such clause was not expressly accepted by LINEAS in advance.

In deviation from the above, it shall take ownership — to the extent that the deliveries are manufactured and in proportion to the amounts deposited — if the deliveries are part of the payment of advances, on the clear understanding that this shall not constitute acceptance of the goods.

Risk shall be transferred at the moment full provisional acceptance takes place.

### 8. INTELLECTUAL PROPERTY RIGHTS.

The seller shall guarantee that the delivered goods and their use do not breach the intellectual property rights of any third parties.

The seller shall indemnify LINEAS, its customers and all users against any claim instigated by a third party due to a breach of intellectual property rights committed by the goods that form the object of the agreement.

If LINEAS has paid for the development of any goods, it shall become the sole proprietor of the intellectual and industrial property rights of those goods.

### 9. DOCUMENTATION.

The seller shall provide the documents listed in the special terms and conditions to LINEAS free of charge.