

GENERAL PURCHASING CONDITIONS

1. Acceptance of the order

- Orders shall be considered confirmed after receipt of the order which is duly signed by two authorized Belgoprocess employees.
- Barring contestation on his part within seven days following receipt of the order or prior to the delivery, the contractor shall be deemed to have accepted the order in its entirety in accordance with the special and/or sundry other conditions stated on the order.
- Any different General or Special Conditions from the contractor shall not be applicable to the agreement concluded with Belgoprocess.

2. Prices

- Unless otherwise agreed in a written agreement, the prices quoted on the order are fixed and not subject to review or revision, quoted net with deduction of any and all applicable discounts. All costs, taxes, charges, levies and duties, exclusive of VAT, are included in the quoted price.
- Barring a written agreement to the contrary, all prices are carriage-paid delivery (DDP®) Belgoprocess warehouse, free of all costs such as transportation, packaging, insurance, toll, levies and other charges.

3. Deliveries and packaging

- Deliveries need to be carried out within the opening hours of the Central Warehouse, being working days between 8 AM and noon or between 1 PM and 4 PM. Barring a written agreement to the contrary, Belgoprocess shall refuse acceptance of partial deliveries and/or partially finished works.
- Belgoprocess cannot be held responsible for delays in the deliveries outside these opening hours. No compensation or claim whatsoever will be accepted.
- The Incoterms® 2020 shall be applicable to all deliveries.
- All goods shall be shipped 'Delivery Duty Paid' (DDP®) to the address mentioned on the order form.
- The purchase order number needs to be fully and clearly legible on the packaging.
- Following delivery of the goods, Belgoprocess shall assume full ownership of the packaging material and the contractor shall not be entitled to claim recovery of its value. Consigned packaging material shall be returned to the contractor at the latter's own expense.
- Belgoprocess reserves the right to refuse acceptance of any goods that are being delivered after the delivery date specified on the order form.
- Barring a written agreement to the contrary, delivery and acceptance of the goods shall be deemed to have taken place on the day following the expiration of the complaints period deadline if, within that period, no written complaint has been lodged by Belgoprocess.

4. Execution of works

- With respect to the execution of work on Belgoprocess operating sites, it shall be incumbent on the contractor to abide by the directives and regulations as established by Belgoprocess with reference to the supervision and organisation of the activities in casu, as well as the legal and regulatory provisions pertaining to the assignment, particularly in the matter of hygiene and safety of the workers on the site. The work shall be executed under the responsibility of the contractor, who shall be expected to take out the required insurance coverage to that effect.

5. Delivery and performance terms

- The delivery deadlines stated on the order shall invariably be binding.

6. Acceptance of the delivery and the works

- All deliveries of goods and completed works must be explicitly accepted in writing by Belgoprocess.
- The acceptance by Belgoprocess of a delivery shall invariably take place under all reserve with respect to quality control and inspection of the goods for patent and latent defects.
- The verification of the specifications, weight, and quantities shall be conducted by Belgoprocess on her own premises and the result shall be accepted by the contractor. When the contractor has notified Belgoprocess in advance of his intention to be present at the inspection, he shall be permitted to attend in person or to have himself represented.

7. Safety and hygiene

- Belgoprocess reserves the right to demand, in implementation of article 54 quater of the General Regulations concerning the Protection of Workers in the Workplace, that the delivered materials fully comply with the requirements stated under the "Requirements pertaining to Industrial Hygiene and Safety" stated on the order. In such an instance, the delivery shall be deemed not to have taken place as long as the purchase order has not been returned, duly signed and dated, to the Safety Department at Belgoprocess.

8. Warranty

- Goods, services and works need to be delivered and executed with a minimum one-year warranty against any construction or material defects as of the date of their acceptance. Barring a written agreement to the contrary, the warranty shall encompass all repair, transportation and travel, and accommodation expenses incurred.

9. Payment and billing

- Invoices must be created digitally (in separate PDF per invoice) and sent to: boekhouding@belgoprocess.be.
- Invoices must contain at least the following information and / or attachments:
 - the number of the purchase order;
 - the state of the works, delivery list or performance statement approved by the Senior Official of the Contracting Authority (in accordance with the inventory);
 - any evidence of specific costs.
- In the absence of the information listed on the invoice or if the invoice is received before approval the execution of the contract, Belgoprocess reserves the right to return the invoice to the consignor.
- Following acceptance of the delivery, service or work by Belgoprocess, payment shall be made within 30 days after the receipt of the invoice (NET30), unless otherwise agreed in writing.
- In the event of contestation, payment of the disputed part of the invoice shall be suspended until an agreement has been reached.

10. Juridical competence

- Belgian legislation, regulations, and customary business practices pertaining and currently in force shall be of application to the execution and the interpretation of the order. Unless stated otherwise, the Commercial Court of Turnhout shall be solely competent to hear and entertain any disputes between the parties.

11. Other conditions

- The Special Purchasing Conditions shall at all times take precedence over the General Purchasing Conditions and any and all other conditions obtaining.

12. Processing of personal data

- If and to the extent that the Parties, within the framework of the Agreement, process personal data, they shall thereby comply with their respective obligations under applicable data protection legislation (including the General Data Protection Regulation).
- Belgoprocess reserves the right, within the framework of the Agreement, to process personal data relating to the Contractor's staff for the management and performance of the Agreement, and the Contractor undertakes

(i) to provide its staff with all the information required by the applicable data protection legislation concerning the processing and

(ii) to ensure that there is always a legal basis for such processing.

The same obligation shall apply to Belgoprocess, if and to the extent that the Contractor, in the context of the Agreement, processes personal data of Belgoprocess' personnel.

- If and to the extent that, in the context of the Agreement, Contractor will process personal data as a processor on behalf of Belgoprocess, the Parties undertake to enter into a separate processing agreement (*Data Processing Agreement*).