



TCR'S GENERAL TERMS & CONDITIONS FOR THE PURCHASE OF GOODS

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1. INTERPRETATION

1.1. Definitions

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 14.4.

Contract: the contract between the Customer and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.

Customer or TCR: T.C.R. INTERNATIONAL N.V. or the TCR AFFILIATED COMPANY stated on the Order.

Delivery Date: the date specified in the Order.

Delivery Location: the address for delivery of Goods as set out in the Order.

Final Acceptance: acceptance that is given by TCR when the Goods are, at first observation, found to be in conformity with the Specifications, the Order and other descriptions and requirements relating to the Goods or specified in writing to the Supplier by TCR, fully operational and without any damage and with remarks matters fully rectified.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form.

Specification: any specification for the Goods, including any related plans and drawings set out or referred to in the Order.

Supplier: the person or legal entity from whom the Customer purchases the Goods.

Warranty Claim: any claim made by TCR for breach of the warranties under the Contract and the Conditions;

Warranty Period: the period of 24 months from Final Acceptance of the originally supplied Goods or of repaired or replacement Goods (as the case may be) but in the case of latent defects, the period of 24 months from TCR's acceptance of rectification of the latent defect;

1.2. Interpretation

- (a) a reference to **writing** or **written** includes faxes and emails.
- (b) the headings in these Conditions are inserted for convenience only and shall not affect the construction or interpretation of these Conditions.
- (c) words denoting the singular number shall include the plural and vice versa; words denoting any gender include all genders; and words denoting persons shall include firms, corporations and vice versa.

2. BASIS OF CONTRACT

2.1. If and to the extent that no other terms have been agreed upon and stipulated between the parties, these Conditions apply to any Order and form an integral part of the Contract. Supplier's general terms of business (whether it be general conditions or any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing) are hereby expressly rejected and shall only apply if and insofar as TCR has explicitly accepted them in writing. Any references of TCR to correspondence from the Supplier containing or referring to the Supplier's general terms of business shall not constitute TCR's acceptance of the applicability to this Contract of such general terms of business.

2.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.

2.3. The Order shall be deemed to be accepted on the earlier of (a) the Supplier issuing a written acceptance of the Order; or (b) the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into force.

2.4. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. THE GOODS

3.1. The Supplier shall ensure and warrants that the Goods will:

- (a) on delivery and during the Warranty Period, meet in all respects their description and any applicable Specifications;
- (b) on delivery and during the Warranty Period, be in all respects of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
- (c) on delivery and during the Warranty Period, be free from defects in design, material and workmanship;
- (d) comply in all respects with all applicable statutory and regulatory requirements relating to the manu-

- facture, labelling, packaging, storage, handling and delivery of the Goods.
- (e) not infringe third party intellectual property rights or patents, and
 - (f) at time of delivery be free from any and all liens, charges and encumbrances.

3.2. The Supplier shall ensure and warrants that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.3. The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.4. If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5. The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY

4.1. The Supplier shall ensure and warrants that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note;
- (c) signature of the delivery note by the Customer shall be subject and without prejudice to the Customer's remedies in clause 5; and
- (d) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2. The Supplier shall deliver the Goods:

- (a) on the Delivery Date;
- (b) at the Delivery Location; and
- (c) during the Customer's normal business hours, or as instructed by the Customer.

4.3. Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

4.4. Time shall be of the essence with regard to the Delivery Date.

4.5. The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 5.

5. REMEDIES - WARRANTY

5.1. If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Customer may exercise any one or more of the following remedies:

- (a) during the Warranty Period, request from Supplier to respond within four (4) working hours as from receipt of the Warranty Claim; Supplier shall either approve the Warranty Claim or not; if no response in due time, Supplier is deemed to have approved the Warranty claim and related costs; In case TCR has estimated the workload for repairs to be more than four (4) hours, Supplier will provide a team of experts within a period of forty-eight (48) hours as from receipt of this Warranty Claim; otherwise TCR is allowed to proceed with the repairs at Supplier's cost. In case TCR has estimated the workload for repairs to be four hours or less, TCR will carry out the repairs at Supplier's cost.

- (b) to terminate the Contract;
- (c) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- (d) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (e) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (f) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and
- (g) to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

5.2. If the Goods are not delivered on the Delivery Date the Customer may at its option claim or deduct 1% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 5% of the total price of the Goods. If the Customer exercises its rights under this clause 5.2, it shall not be entitled to any of the remedies set out in clause 5.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).

5.3. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.4. The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

6. DELIVERY TERM - TRANSFER OF TITLE AND RISK

6.1. Except if provided otherwise in the Order, delivery of the Goods shall be DAP (in accordance with Incoterms 2010) at Delivery Location.

6.2. Title and risk in the Goods shall pass to Customer upon delivery in accordance with clause 6.1, but only upon completion of the unloading of the Goods at the Delivery Location.

7. PRICE

7.1. The price for the supply of the Goods shall be the price set out in the Order.

7.2. The price for the supply of the Goods:

- (a) is fixed and includes, but not limited to, the cost of all necessary material, equipment, tools and documents, all cost of handling, transport, utilities, duties, taxes (V.A.T. excluded), insurances, permits, premiums, supervision, compliance with environmental, health and safety provisions, labour, reproduction, communication, delivery and all other items or components whether of a temporary or permanent nature required to deliver the Goods in accordance with the Contract, as well as all fees, expenses, charges, overhead and profit;
- (b) shall distinguish between the price of the Goods and the costs for transport and packaging; except if the agreed Incoterm would explicitly exclude such costs.

8. PAYMENT

8.1. The Supplier shall ensure that the invoice includes: the due date for payment in accordance with clause 8.3, price and currency, description of the Goods, the date of the Order, the invoice number, the Customer's order number, the Supplier's VAT registration number, SWIFT and IBAN code, and any supporting documents that the Customer may reasonably require.

8.2. The invoice shall distinguish between the price of the Goods and the costs for transport and packaging.

8.3. Unless otherwise stated in the Order, the Customer shall pay correctly rendered invoices within 60 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

8.4. If a party fails to make any payment due to the other under the Contract within 7 days after the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of

3% per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

8.5. The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier.

9. INDEMNITY

9.1. The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:

- (a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

9.2. This clause 9 shall survive termination of the Contract.

10. INSURANCE

During the term of the Contract and for a minimum period of two years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. COMPLIANCE WITH RELEVANT LAWS AND POLICIES – BUSINESS PRACTICES – SAFETY – SUB-CONTRACTORS

11.1. In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and standards from time to time in force.

11.2. Supplier will not use child labor or forced labor on its sites and shall apply the principles with respect to the protection of international human rights.

11.3. Supplier warrants that it has not offered any form of bribe, inducement or other incentive to TCR in return for entering into this Agreement or for the provision of any other services.

11.4. Supplier shall comply with all applicable laws and regulations relating to anti-bribery, anti-money laundering and anti-corruption including such applicable laws and regulations in the jurisdiction in which the Supplier has its registered office and/or business address and the jurisdiction in which this Agreement will be executed (if different).

11.5. Supplier shall not (and will take all reasonable steps to ensure that its personnel, agents, representatives or subcontractors or any other person acting on its behalf shall not) accept, solicit, agree to receive, promise, offer or give a bribe, facilitation payment, kickback or other improper payment.

11.6. The Customer may immediately terminate the Contract for any breach of clause 11.

12. TERMINATION

12.1. Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of being notified in writing to do so;
- (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

12.2. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

12.3. Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

13. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay in delivery continues for 7 days, the Customer may immediately terminate the Contract by giving written notice to the Supplier.

14. GENERAL

14.1. Assignment and other dealings

- (a) The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.
- (b) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.

14.2. Subcontracting. The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

14.3. Entire agreement. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.4. Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

14.5. Waiver. Except as set out in clause 2.5, a waiver of any right or remedy is only effective if given in

writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (a) waive that or any other right or remedy; or
- (b) prevent or restrict the further exercise of that or any other right or remedy.

14.6. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable;

- (a) it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract;
- (b) the parties shall negotiate in good faith to amend such modified or deleted provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.7. Third party rights. No one other than a party to this agreement and their permitted assignees shall have any right to enforce any of its terms.

14.8. Governing law. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of Belgium.

14.9. Jurisdiction. Each party irrevocably agrees that the commercial court of Brussels, Belgium shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

15. DATA PROTECTION

Any personal data provided by the Supplier will be processed by TCR, the controller, for the following purposes: (i) to communicate with the Supplier, (ii) to take steps prior to issuing an Order or entering into a Contract (including any amendment to the Contract) with the Supplier, (iii) to manage the contractual relationship, (iv) to perform TCR's obligations under the Contract with the Supplier, (v) to comply with any legal and/or regulatory obligations, (vi) to ensure supplier relationship management, (vii) to improve the quality of TCR's products and services.

Depending upon the purposes of processing, TCR relies on one or more of the following legal grounds for the processing of personal data: (i) the necessity for the performance of the Contract or for taking pre-contractual measures, (ii) the necessity for compliance with legal and/or regulatory obligations TCR is subject to and/or (iii) TCR's legitimate business interests. Where TCR relies upon its legitimate business interests, this includes the pursuit of its commercial activities and objectives, the analysis and improvement of its position on the market, the marketing and promotion of its products and/or services (including through direct marketing) and the maintenance and development of the relationship with its customers.

The data subject (i.e. the individual whose personal data is being processed by TCR) is not obliged to provide any personal data. However, TCR will require certain personal data in order to be able to perform the Contract with the Supplier and/or take certain steps prior to entering into a contract (including any amendment to the Contract) with the Supplier.

The personal data provided by the Supplier may be shared within TCR on a 'need to know' basis (e.g. marketing, sales, etc.). In addition, TCR may disclose personal data provided by the Supplier to its (sub-contractors, suppliers and service providers (e.g. marketing agencies, IT service providers).

The personal data provided by the Supplier may be disclosed or transferred to other entities within the TCR group, located both within and outside of the European Economic Area (EEA). In order to ensure

adequate protection of the personal data when transferred to TCR entities located outside the EEA in countries not offering adequate protection of personal data, TCR group has put in place appropriate contractual measures based upon the Standard Contractual Clauses approved by the EU Commission.

The personal data provided by the Supplier shall be retained by TCR for the duration of the contractual relationship and thereafter until the data are no longer necessary for the purposes set out above. In addition, there are laws and regulations that apply to TCR which set minimum periods for retention of certain documents and/or information (e.g. accounting, tax).

Data subjects (i.e. individuals whose personal data is being processed by TCR) have the right to request access to and rectification or erasure of their personal data, to request restriction of the processing or to object to the processing. Data subjects have the right to object at any time and free of charge to the processing of their personal data for the purposes of direct marketing as well as the right to data portability. Data subjects also have the right to lodge a complaint with a supervisory authority.

The Supplier undertakes (i) to inform the data subjects of whom it has provided personal data to TCR about the contents of this clause and any other applicable TCR privacy notice provided to the Supplier and (ii) to the extent necessary, to obtain the data subject's consent to share their personal data with TCR in accordance with this clause and other applicable TCR privacy notices.

