

## GENERAL SUPPLY CONDITIONS.

1. The present general supply conditions shall apply to any and all quotation, order confirmation and/or supply agreement made out or entered into by HCJ as to the supply of products and connected services. The present supply conditions shall supersede any general terms and conditions of the purchaser, unless explicitly agreed upon otherwise in writing. In the event the general terms and conditions of the purchaser would apply, the present general supply conditions shall supplement such general terms and conditions as to any provision, in whole or in part, not covered in full by the general terms and conditions of purchaser.
2. A quotation of HCJ is valid during a maximum term of 30 days following the date of the quotation, unless mentioned otherwise in the quotation. Quotations, order confirmations and supply contracts made out or entered into by HCJ are based on the unaudited information received from purchaser and in the event such information turns out to be incomplete, inaccurate or erroneous, any and all resulting difference in purchase price, as well as any and all resulting additional costs or damages, shall be exclusively borne by purchaser.
3. A purchase order is binding upon purchaser and shall not be amended or cancelled. A unilateral amendment of a purchase order by purchaser, shall be deemed a cancellation, unless agreed otherwise in writing. In the event of a cancellation of an order by purchaser, HCJ shall be entitled to a lump sum indemnification of 30% of the total purchase price (including VAT and costs) as to non-tailor-made products, and a lump sum indemnification of 85% (including VAT and costs) as to tailor-made products, without prejudice to the HCJ's right to claim full compensation of actual losses and damages incurred. Advanced payments are received are acquired by HCJ and set off against such lump sum indemnification.
4. The purchase price of the products shall be indicated in EURO as an ex-factory price, exclusive of any and all fiscal or non-fiscal cost, unless explicitly mentioned otherwise in writing. In the event of an elevating price evolution as to product commodities and/or labor cost between the moment of contracting and the moment of delivery, HCJ is entitled to increase the purchase price of the products according to the following formula:  $p = P (a \times s/S + b \times i/I + c)$ , whereby  $p$ = new Price,  $P$ = agreed Price,  $a=60\%$ ,  $s/S$ = level of increase in product commodities,  $b=40\%$ ,  $i/I$ = level of increase in labor cost,  $c=20\%$ .
5. All products shall be delivered EX WORKS Genk (Incoterms 2016), unless explicitly agreed otherwise in writing. Indicated delivery times are directional Liquidated damages or penalties as to delivery in access of indicated delivery times shall not apply. Purchaser shall accept delivery of the products upon first delivery, by lack of which HCJ is entitled to a lump sum indemnification of 0,5 % of the purchase price of the relevant products for each week in excess with a maximum of 15%, without prejudice to any other remedy HCJ may have. In the event delivery is not received within a period of 30 calendar days following first delivery, the order shall be deemed cancelled by purchaser and article 3 of the present supply conditions shall apply.
6. Invoices of HCJ are payable in Genk. Invoices are due on invoice date, unless indicated otherwise in the invoice. In the event of overdue payment, HCJ is entitled, without prior notice and effective immediately, to a default interest on the outstanding invoice amount calculated at refinancing interest rate of the Central European Bank augmented with 8 points and rounded to the higher point ([http://treasury.fgov.be/rente\\_nl.htm](http://treasury.fgov.be/rente_nl.htm)), as well as to a lump sum indemnification for extra judicial recovery costs calculated at 15% of the invoice amount, with a minimum of 40,00 EUR. Overdue payment of one or more invoices, shall have as a result that all outstanding invoices of HCJ become due without prior notice and effective immediately. Purchaser waives its right to suspend its obligations, or to set-off its payment obligations, under any supply contract entered into with HCJ against any claim purchaser may have against HCJ.
7. Purchaser shall inspect the products upon delivery and shall be deemed to have accepted any visible defect or non-conformity not notified in writing to HCJ within eight (8) calendar days following such delivery. Purchaser shall be deemed to have accepted any non-visible defect or non-conformity not notified to HCJ in writing within eight (8) calendar days following the date purchaser should have reasonably discovered such defect or non-conformity. Any civil liability claim as to a visual or non-visual defect or non-conformity as to products, not brought before the competent court within 90 calendar days following the moment of notification in accordance with this article, shall be considered as waived by purchaser.
8. HCJ shall be liable for damages resulting from visual and/or non-visual defects or non-conformities in the products that exist, at least embryonic, at the moment of delivery of the products, to the extent such damages arise during a term of eighteen (18) months following first use of the products by or on behalf of purchaser. Unless explicitly agreed otherwise in writing, no other guarantees and/or warranties as to the products shall apply. In the event of a defect or non-conformity as to the products, HCJ is entitled, at its discretion, to replace the defected or non-conforming products within a reasonable timeframe or to terminate the relevant purchase and repay the purchase price. HCJ shall never be liable for indirect and/or consequential damages, including loss of profit, loss of production, loss of labor, loss of goodwill, penalties or liquidated damages due by purchaser. This clause is without prejudice to obligations set forth by applicable mandatory law.
9. The title of ownership as to the products shall only pass from HCJ to the purchaser upon receipt of full payment of the purchase price (capital, interest and indemnification). The risk of loss as to the products shall pass to purchaser at the time of delivery according to the agreed Incoterm. Purchaser hereby transfers to HCJ any and all debt claims purchaser will have as to any product, whether processed or not, resold by purchaser to any third party prior to full payment of the purchase price (capital, interest and indemnification) to HCJ. The acceptance of securities shall not constitute a debt renewal and/or enable a deviation of the present purchase obligations.
10. In the event purchaser is in breach of one or more of its obligations under any agreement parties may have, or HCJ has reasonable doubts as to the solvency of the purchaser, or the purchaser is involved in or threatened by any corporate reorganization, resolution, liquidation or bankruptcy proceedings, than HCJ is entitled, without prior notice and effective immediately, at its discretion, to suspend performance of its obligations until such situation is remedied in full by purchaser, or to terminated, in whole or in part, the agreement with purchaser, without prejudice to any other remedy HCJ may have. In such events, HCJ is also entitled, without prior notice and effective immediately, to set-off any payment obligation owed by purchaser to HCJ against any obligation owed by HCJ to purchaser, under any agreement parties may have entered into, whether or not certain, due and/or payable, and regardless of the place of payment or currency of the obligation.
11. All personal data shall be processed by HCJ in accordance with its privacy statement and relevant and applicable regulation, including the European General Data Protection Regulation.

12. The relationship between HCJ and the purchaser is governed exclusive by Belgian law, to the exclusion of the Vienna Sales Convention. Any dispute shall be submitted to the exclusive jurisdiction of the Courts of Antwerp, department Tongeren.