

## **STANDARD CONDITIONS OF PURCHASE (2015.1 – BE entities Joris Ide groep – EN)**

Any and all purchases by Purchaser of Products (as defined below) shall be subject to the terms and conditions set forth below to the extent these terms and conditions are not incompatible with the provisions agreed upon by and between the Purchaser and the Supplier in a specific written agreement. No other terms and conditions that may be referred to in the commercial documentation (i.e. order confirmations, invoices, ... etc) of the Supplier or his representative shall apply, even if these have not been rejected explicitly by the Purchaser.

### **1. DEFINITIONS**

The following terms shall, for the purpose of this Contract, have the following meaning unless the context clearly requires otherwise:

- 1.1 "Conditions" means the current standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Purchaser and the Supplier.
- 1.2 "Contract" means the contract for the purchase and sale of Products.
- 1.3 "Delivery Address" means the address stated as such in the Order.
- 1.4 "Delivery Date" means the date or dates stated in the Order as the date or dates upon which Products are to be delivered.
- 1.5 "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any terms or expressions which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in this Contract, but if there is any conflict between the provisions of Incoterms and this Contract, the latter shall prevail.
- 1.6 "Goods" mean raw materials, component parts, equipment, machinery, computer software, documents, models, matrices and all other Products described on the Order or that are the result of supply and/or delivery from Supplier to Purchaser or are otherwise the result of the execution of the Order.
- 1.7 "Services" mean the services including any works, instalment of Products or any part of it, or ancillary services described in the Order or that are the result of supply and/or delivery from Supplier to Purchaser or are otherwise the result of the execution of the Order.
- 1.8 "Order" means the Purchaser's purchase order into which these Conditions are incorporated by reference, or any agreement or legal relationship between Supplier and Purchaser which concerns the supply and/or delivery of Products from Supplier to Purchaser.
- 1.9 "Price" means the price of Products or Services as set out in article 4.
- 1.10 "Purchaser" means an entity of the group Joris Ide.
- 1.11 "Products" shall mean Goods and/or Services as described in the Contract.
- 1.12 "Specifications" means the plans, drawings, specifications, data or other information relating to the Products, as advised by the Purchaser, or as agreed by the parties in writing, or if not specified or agreed, shall be as specified by the Supplier as standard for the Products.
- 1.13 "Supplier" means the person, firm or company to whom the Order is addressed, or with whom Purchaser has otherwise entered into a relationship wherein Purchaser is the client, and any assignee of the Supplier approved by Purchaser.
- 1.14 "Affiliate" or "Affiliated Company" means with respect to a given company, any company that owns or controls at least fifty per cent (50%) of the voting stock of such given company or any other company, of whose voting stock at least fifty per cent (50%) is owned or controlled by such owning or controlling company or by the given company.
- 1.15 "Invention" means any invention, whether patentable or not, including but not limited to improvements, ideas, know-how and any other intellectual property right(s) in connection with the Products, Manufacturing processes and Materials employed in this Contract.
- 1.16 "Manufacture / Manufacturing" shall mean all steps and operations involved in the production of Products, including: the purchase of the Materials, income inspection on Materials, storage of the Materials at the Supplier's warehouses, assembly of Product, conditioning, packaging and labeling of Product, in-process and quality control, delivery according to the Incoterms.
- 1.17 "Materials" means all or any of the raw materials and component parts required for the Manufacture of Products as well as all or any of the conditioning and packaging materials required for the Manufacture of Products (including but not limited to containers, packages and cartons).
- 1.18 "Proprietary Information" means all confidential information related to the Products and Manufacturing, exchanged between the parties and marked by the disclosing party as confidential.

Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provisions as amended, re-enacted or extended. The headings in these Conditions are for convenience only and shall not affect their interpretation.

### **2. BASIS OF PURCHASE**

- 2.1 The Order constitutes an offer by the Purchaser to purchase the Products subject to these conditions. Supplier shall, in the event it cannot fully meet any and all aspects of the Order clearly indicate any variances in its order confirmation. Notwithstanding any other provision set forth in Supplier's order confirmation, such varied order shall only be or become binding upon Purchaser in the event of an express written confirmation by Purchaser of all aspects of such confirmation. The Contract for the sale and purchase of the Products which are subject of the Order, as varied and confirmed, shall have been deemed to be entered into as from the date of Purchaser's written confirmation.
- 2.2 Subject to the terms of any written supply agreement between the Supplier and the Purchaser in force at the date hereof (which terms shall prevail over these Conditions), these Conditions shall apply to the Contract to the exclusion of any other terms and conditions, expressed or implied by trade, custom, practice or course of dealing.
- 2.3 Acceptance by the Supplier of any Order or a specific written confirmation by Purchaser of the by Supplier varied Order shall result in a Contract for the sale of the Products which are the subject of such Order.
- 2.4 Subject to variation or cancellation permitted by Conditions 6.6 and 6.7, no variation to the Contract shall be binding unless agreed to in writing by and between the authorised representatives of both parties.
- 2.5 The Supplier clearly recognizes that the execution of this Contract does not create any obligation on the part of Purchaser or its Affiliates to bear or to compensate the Supplier for any investment made by the Supplier. Any decision in relation to additional capacity will therefore be taken by the Supplier at the Supplier's sole discretion and be made at the Supplier's own risk, cost and expense, unless agreed upon otherwise in writing.

### **3. SPECIFICATIONS**

- 3.1 The quantity, quality and description of the Products shall, subject as provided in these Conditions, be as specified in the Specifications.
- 3.2 Any specifications supplied by the Purchaser to the Supplier, or specifically produced by the Supplier for the Purchaser in connection with the Contract together with the copyright, design rights or any other intellectual property rights in the Specifications, shall be the exclusive property of the Purchaser. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.
- 3.3 The Supplier shall comply with all applicable regulations or other legal requirements concerning the Manufacture of Products.
- 3.4 Unless otherwise agreed upon in writing by Purchaser or its Affiliates, the Supplier shall not for other parties than Purchaser or its Affiliates Manufacture the Products or Products with any Material, process, equipment or design which is proprietary to Purchaser or its Affiliates or based on Purchaser or its Affiliates owned design, Proprietary Information and/or Inventions.

### **4. PRICE**

Unless otherwise expressly agreed to in writing by both parties, the Price to be charged under the Contract must take into account any and all costs, expenses and charges as per the applicable agreed to Incoterms. The Price of Products shall be as stated on the Order or as the case may be on Purchaser's written confirmation of Supplier's order confirmation, and shall be subject to no variation, except with the prior written consent of the Purchaser. Unless otherwise stated, the Price shall be:

- (1) Exclusive of any applicable value added tax (which shall be payable by the Purchaser subject to receipt of a VAT invoice);
- (2) Inclusive of all costs with respect to the Manufacture of the Products and all charges for packaging, packing, shipping, carriage, insurance and delivery of Products to the Delivery Address and any duties or levies other than value added tax and;
- (3) Payable in the currency stated on the Order.

### **5. PAYMENT TERMS**

- 5.1 The Supplier shall invoice the Purchaser on or at any time after delivery of the Products. All invoices must be sent to the address specified on the Contract.
- 5.2 A separate invoice must be rendered for each individual delivery of Products. In the event that the Supplier delivers less quantity than that requested by the Purchaser, the Supplier shall not be entitled to invoice the Purchaser for such partial delivery.
- 5.3 Unless otherwise stated in the Contract, the Purchaser shall pay the Price within forty-five (45) days of the end of the month in which the invoice is received provided all monies specified in the Supplier's invoices are properly due under the Contract, the invoices are correctly addressed and quote the relevant Order number.
- 5.4 Each invoice shall quote the number of the relevant Purchaser's Order, the relevant Purchaser's product codes (as stated on the Order) together with applicable price for each code, the delivery price and the delivery address. Value Added Tax and the cost of shipping (where not included in the price) shall be itemized separately on each invoice. Where appropriate, invoices must show the Supplier's VAT Registration Number.
- 5.5 The Purchaser shall without the prior consent of the Supplier be entitled to set off against the Price any sums owed to the Purchaser by the Supplier.
- 5.6 Where no price is stipulated on the Order, the Order must not be confirmed at higher prices than those last charged or quoted by the Supplier to the Purchaser, without the prior written consent of the Purchaser.
- 5.7 The price shall include all royalties, license fees or similar expenses in respect of the making, use or exercise by the Supplier of any Invention for the purpose of performing the Contract.

### **6. DELIVERY AND ACCEPTANCE**

- 6.1 The Delivery Date is binding upon the Supplier, unless otherwise agreed to in writing by the Purchaser.
- 6.2 The Products shall be delivered to the Delivery Address specified by the Purchaser on or by the relevant Delivery Date during the Purchaser's usual business hours.

6.3 No Products shall be deemed to have been delivered unless a delivery note has been signed by a duly authorized representative of the Purchaser.

6.4 Timely delivery of the Products is the essence of the Contract.

6.5 The Supplier shall supply the Purchaser in good time with any instructions or other information required to enable the Purchaser to accept delivery of the Products.

6.6 If a Delivery Date cannot be met by the Supplier, the Supplier shall promptly notify the Purchaser of the earliest possible date for delivery. Notwithstanding such notice and unless a substitute delivery date for the Products has been expressly agreed by the Purchaser in writing, the Supplier's failure to effect delivery of the Products on the Delivery Date shall entitle the Purchaser at its option and without prejudice to any other remedy it may have:

(1) To deduct from the Price or (if the Purchaser has paid the Price) to claim from the Supplier by way of liquidated damages for delay five per cent (5%) of the Price for every commenced week delay, up to a maximum of fifteen per cent (15%) of the Price and/or

(2) To cancel the Contract, whereupon the Supplier shall refund any part of the Price which has been paid in respect of such Products and the Purchaser shall, at its option and at the Supplier's risk and expense return any Products already supplied under the Contract and/or

(3) (where delivery is by installments) to cancel that installment and (at the Purchaser's option) purchase substitute Products from an alternative source, and in each case recover from the Supplier any direct, indirect and/or consequent losses, costs and liabilities whatsoever incurred by the Purchaser, including in the case of conditions 6.6(2) and 6.6(3) without limitation, the cost of any replacement Products.

6.7 Partial delivery of a Contract shall not be made without the prior written consent of the Purchaser. In case of partial delivery, all packages, advice notes, packing notes and invoices must be clearly marked "Partial Delivery".

6.8 The Purchaser accepts no liability in regard to the satisfactory return to the Supplier of any consignment or part of a consignment delivered in error under any Contract.

6.9 Notwithstanding delivery, the Purchaser shall not be deemed to have accepted any Products until:

(1) they have been inspected and checked against the relevant packing note; and

(2) they have passed any acceptance tests, which the Purchaser deems necessary, such tests to be carried out by the Purchaser within thirty (30) days from the Date of Delivery.

6.10 Without prejudice to any other remedy that the Purchaser may have, if any Products are not supplied in accordance with the Contract, then the Purchaser shall be entitled, on giving notice to the Supplier of the discovery of any shortage, damage caused in transit, or defect within fourteen (14) days of its discovery, and without prejudice to the liability of the Supplier:

(1) to require the Supplier, at the Supplier's expense, to comply with the Contract in all respects within fourteen (14) days or such other period as is specified by the Purchaser and/or

(2) to vary the Contract, in which case the Supplier shall comply with the Contract as so varied or

(3) to treat the Contract as discharged (in full or in part) by the Supplier's breach and require repayment of any part of the Price which has been paid in respect of the Products not yet delivered or performed and the Purchaser shall, at the Supplier's risk and expense, be entitled to return any Products already supplied under the Contract and in each case in paragraphs 6.10(1) and 6.10(3) inclusive recover from the Supplier any direct, indirect and consequential losses, costs and liabilities whatsoever incurred by the Purchaser (including without limitation, the costs of any replacement Products).

6.11 The whole of any consignment may be rejected if a sample of the Products taken is found not to conform in every aspect to the requirement(s) of the Contract. When rejected, the risk of loss and damage shall automatically transfer to Supplier as from the moment of notification of rejection.

6.12 The Purchaser's right of rejection shall continue irrespective of whether the Purchaser has accepted the Products. In particular, taking delivery, inspection, use or payment by the Purchaser of the Products or part of them shall not constitute acceptance, waiver or approval and shall be without prejudice to any right or remedy that the Purchaser may have against the Supplier, provided that the right of rejection shall cease within a reasonable time from the date on which the Purchaser discovers or might reasonably be expected to discover the latent defect or other relevant breach of Contract.

#### **7. PACKING, MARKING AND DOCUMENTATION**

7.1 The Products shall be marked in accordance with the Purchaser's instructions (if any) and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach the Delivery Address in an undamaged condition in the ordinary course.

7.2 A Packing note and quality assurance (QA) certificate must accompany each delivery or consignment of the Products and must be clearly displayed on the Products.

7.3 The Supplier shall be responsible for obtaining any import licenses, permits or other consents necessary for the importation, placing on the market and delivery of Products.

7.4 The Supplier shall supply without charge such reasonable quantity of operation and maintenance manuals in English and the official language of the Purchaser, relating to the Products, which the Purchaser may require and/or which are necessary for the proper installation, operation and maintenance of the Products.

7.5 The Supplier shall at no additional cost furnish to the Purchaser any and all by law or regulations required declarations, certificates and other documents (e.g. REACH certificates, Origin of Products statement, etc...) and furnish upon first written request of Purchaser any such other declarations, certificates and statements in connection with the delivery of the Products.

7.6 The Supplier shall use proper packing of sufficient strength, etc. to protect the Products against all transport risks.

7.7 The Purchaser will not undertake to return any packages, cases or other packing of the Products, and no payment will be made by the Purchaser in respect thereof.

7.8 All packages, cases, pallets and other containers must be clearly and individually marked with the Purchaser's name, order number and product codes. Packing notes must always be included in each box, case, etc. stating the Order number, quantities, and description of items contained in each box; the Purchaser's product codes (as stated on the Order), the Delivery Date and the Delivery Address.

#### **8. SHIPPING DOCUMENTS**

Copies of the commercial invoice and packing lists must always accompany the Products for shipment. Copies of the commercial invoice and packing lists must also be forwarded to the Purchaser before or at the time of shipment. Bill of Lading must be forwarded directly to the Purchaser. Where applicable, the correct customs documentation must be provided by the Supplier, e.g. Certificates of Origins, etc.

#### **9. RISK AND TITLE**

9.1 Risk of damage to or loss of the Products shall pass to the Purchaser in accordance with the applicable Incoterms. Title in the Products shall pass to the Purchaser as from the moment the Products are under Purchaser's control, unless payment is made prior to delivery, in which event, title shall pass to the Purchaser once payment has been made.

9.2 Where title in the Products has passed to the Purchaser prior to delivery pursuant to Condition 9.1, the Supplier shall keep such Products separate from other Products and shall clearly mark the Products as the property of the Purchaser and always properly insure the Products.

#### **10. WARRANTIES**

10.1 The Supplier warrants to the Purchaser, and it is a material condition of the Contract, that the Products:

(1) will be fit for any purpose held out by the Supplier or made known to the Supplier and for use by the Purchaser in the ordinary course of its business;

(2) will be of satisfactory quality and free from defects in workmanship and Materials;

(3) will correspond in all respects with the specifications and/or sample,

(4) will not be injurious to the health or safety of any person using or handling the Products in question for any reasonably foreseeable purpose;

(5) will comply with all statutory requirements and regulations relating to the Manufacture, sale and purchase of the Products; and

(6) will not, directly or indirectly, i.e. when fitted into the Purchaser's products, infringe upon the intellectual property rights of any third party.

10.2 In the event that any Products do not comply with any of the warranties in Condition 10.1 and without prejudice to any other remedy that the Purchaser may have in law, the Purchaser shall be entitled at any time during the period of three (3) years following the date of delivery and at its sole discretion to require the Supplier, at the Supplier's expense, to repair or replace within fourteen (14) days or such other period as is specified by the Purchaser any such Products and to reimburse the Purchaser with all costs incurred in recovering and returning such Products.

10.3 If the Supplier fails to repair or replace any Products within fourteen (14) days (or such other period as is specified by the Purchaser) in accordance with Condition 10.2, the Purchaser shall have the right to purchase replacement Products from another source and any money paid by the Purchaser in obtaining replacement Products shall be paid by the Supplier to the Purchaser.

10.4 The warranties and remedies provided for in this Condition 10 and Conditions 6.6, 6.10 and 11 shall be in addition to those implied by or available at law or in equity and shall continue in force notwithstanding acceptance by the Purchaser of all or part of the Products in respect of which such warranties and remedies are available.

#### **11. INDEMNITIES**

11.1 The Supplier shall indemnify and keep indemnified, and hold harmless the Purchaser, its agents, employees, officers, subsidiaries, Affiliates and assigns in full against any liability whatsoever, including, without limitation, losses, damages, costs and expenses (including reasonably attorneys' fees) awarded against or incurred or paid by the Purchaser (whether to its own customers or otherwise) indirectly or directly arising from or consequent upon or in connection with:

(1) breach of any warranty given by the Supplier in relation to the Products;

(2) any claim that the Products or when fitted into the Purchaser's products, or the thereto related importation, use or resale, infringes on a patent, copyright, design right, trademark or other intellectual property right of any other person;

(3) any act or omission of the Supplier or its employees, agents or sub suppliers in performing its obligations under the Contract.

11.2 The Supplier shall at the request of the Purchaser, assign the benefit of all warranties, indemnities and other covenants received by the Supplier from any third party in connection with the Products.

11.3 It is the supplier's responsibilities to ensure that in the event of the Purchaser providing any Specification of any item to be supplied that such Specification does not infringe or that the use or re-sale of such items does not infringe the patents, copyright, design, trade mark or other industrial or intellectual property rights of any other person. Should the Supplier not be satisfied that any Specification proposed by the Purchaser would not infringe the rights of any other person then the Supplier should decline to accept the Order and if he proceeds shall

indemnify and keep indemnified and hold harmless the Purchaser against all losses, damages, costs and expenses awarded against or incurred by the Purchaser arising from or in connection with the claim or paid or agreed to be paid by the Purchaser in settlement of the claim.

#### **12.INSURANCE**

The Supplier shall at all times insure and keep itself insured with a reputable insurance company against all insurable liability under the Contract in respect of the Products and without prejudice to the generality of the foregoing, against all the Supplier's liabilities under Condition 11.

In the event of Products being supplied and then installed by the Supplier, evidence of All Risk Insurance on the Products should be presented. The All Risks Insurance should operate in the joint names of the Purchaser and the Supplier. Public liability and product liability insurance policies should extend to provide indemnity to the Purchaser. The Supplier shall provide all assistance and advice required by the Purchaser or the Purchaser's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance of the Contract.

#### **13.TRANSFER AND SUBCONTRACTING**

The Contract is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or obligations under the Contract. The Purchaser is entitled to assign and transfer all or part of its rights and obligations under the Contract without prior written approval of Supplier.

#### **14.INDUCEMENTS TO PURCHASE**

The Supplier shall not offer to any Purchaser or its representatives as a variation of the conditions of the Contract, or as Contract collateral to it, any advantage other than a cash discount against the Contract price. The Purchaser shall be entitled to terminate the Contract and to recover from the Supplier the amount of any loss resulting from such termination in the following circumstances:

- (1) If the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for have done or forborne to do, any action in relation to the obtaining or execution of the Contract or any Contract with the Purchaser, or for showing or forbearing to show favour or disfavour to an person in relation to the Contract or any other contract with the Purchaser.
- (2) If the like acts shall have been done by any other person employed by it or acting on its behalf (whether with or without the knowledge of the Supplier).
- (3) If in relation to the Contract or any other contract with the Purchaser the Supplier or any person employed by it or acting on its behalf shall have given any fee or reward to any officer of the Purchaser which shall have been exacted or accepted by such officer in his office or employment and is otherwise than such officer's proper remuneration.

#### **15.TERMINATION**

Without prejudice to any other rights or remedies to which it may be entitled, the Purchaser shall be entitled to terminate the Contract forthwith at any time without any liability or compensation to the Supplier by giving notice to the Supplier at any time if:

- (1) The Supplier commits a breach of any of the terms or conditions of the Contract and if such breach is capable of being remedied fails to remedy the breach within thirty (30) days of date of notice or such other reasonable period of time as indicated in the notice given by the Purchaser requiring the Supplier to do so; or
- (2) There is a change in control of the Supplier; or
- (3) The Supplier ceases or threatens to cease to carry on business or takes or suffers any similar analogous action under any other applicable law; or
- (4) The Supplier is unable to pay its debts, even temporarily; or
- (5) Any representation herein contained by the Supplier shall in the opinion of the Purchaser prove to be untrue or incorrect in any respect as of the date when made; or
- (6) An order is made or an effective resolution is passed for the winding up of the Supplier's Company other than for the purpose of reorganization, the terms of which have been agreed by the Purchaser; or
- (7) A petition is presented or an order is made or a resolution passed or any analogous proceedings or action is taken for the appointment of an examiner, administrator, administrator receiver, trustee or any similar officer over the Company; or
- (8) The Purchaser reasonably believes that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
- (9) The circumstances as set out in paragraph 10.2 herein arise; or
- (10) a Force Majeure Event (as defined below) lasts longer than sixty (60) days.

Termination of the Contract for whatever reason shall not relieve or discharge either party from any obligations, which have accrued prior to such termination.

#### **16.PUBLICITY**

The Supplier shall not advertise or publicly announce that it is supplying Products or undertaking work for the Purchaser, nor use the Purchaser's trademarks and/or Proprietary Information without prior written consent of the Purchaser.

#### **17.NOTICES**

Any notice or other communication whether required or permitted to be given by one party hereto to the other shall be in writing and shall be deemed to have been duly given if signed by or on behalf of a duly authorized officer of the party giving the notice and:

- (1) If delivered by hand, at the date mentioned on the document signed for receipt or if delivered by courier service, at the time of delivery to the addressee or its duly authorized agent,
- (2) If sent by certified or registered post, from the date of mailing, if addressed to the party to whom such notice is to be given at the address set forth for such party in this Contract (or such other address as if from time to time notified to the other party hereto).
- (3) If transmitted by facsimile, on receipt of an error free transmission report to such facsimile number or numbers from time to time notified to the other party.

#### **18.WAIVER**

No waiver by the Purchaser of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision. If Purchaser does not exercise any right arising out of this Contract, this does not imply a relinquishing of said right with respect to any claims against the Supplier at the relevant time or in the future.

#### **19.VALIDITY**

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by applicable law. In the event of such partial invalidity, the Purchaser shall seek in good faith on replacing any such legally invalid provisions with provisions which, in effect, will, from an economic viewpoint, most nearly and fairly approach the effect of the invalid provision.

#### **20.RELATIONSHIP**

Nothing in this Contract shall constitute a representation or agreement that the parties hereto are members of any partnership, joint-venture, association, syndicate, agency, or other entity for any purpose whatsoever and the parties hereto agree and acknowledge that they are independent contractors as their services relate to each other.

The Supplier shall have no authority or power to bind the Purchaser or to contract in the name of or create a liability against the Purchaser in any way or for any purpose.

#### **21.FORCE MAJEURE**

If either party (Supplier or Purchaser) is prevented from performing any of its obligations hereunder due to any cause which is beyond the non-performing party's reasonable control, including by way of example, fire, explosion, flood or other acts of God, war or civil commotion, strike (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event.

Such non-performance will be excused for as long as such event shall be continuing provided that the non-performing party gives immediate written notice to the other party of the Force Majeure Event. Such non-performing party shall exercise all reasonable efforts to eliminate the Force Majeure Event and to resume performance of its affected obligations as soon as practicable.

#### **22.COMPLIANCE**

The Supplier shall comply with all requirements and/or obligations of any statute, statutory instrument, rule, order, regulation, directive and/or guidelines imposed by legislation, regulatory agencies or departments, Government departments and/or EU Bodies dealing with and relating to the Manufacture, materials, packing, distribution, importation, pricing or sales of the Products or any other provisions of this Contract.

#### **23.COMMUNICATIONS**

All written and oral communications, all documents and the labeling and marking of all packages shall be in English, unless specified otherwise in writing by the Purchaser.

#### **24.GOVERNING LAW - DISPUTE RESOLUTION**

All purchase are deemed to be entered into at Purchaser's registered office, even in the event of any other contradicting stipulation. Belgium law will thus be applicable for implementation, interpretation and eventual disputes. All disputes between the Purchaser and the Supplier will thus be adjudicated by the competent court of the place where the Purchaser has its registered office, without prejudice to the enforcement of any judgment or order in any other jurisdiction. The provisions of the United Nations Convention on contracts for the International Sales of Products, known as "Vienna Convention", will not apply.

The Parties acknowledge that the translation of the abovementioned general conditions of purchase and delivery in French, German, English or any other language is only done to explain the mutual contractual obligations and that, despite the thoroughness of the translation, the basic text was drawn up in Dutch and that this language will be used for interpretations and range of the words, terminology and/or expressions of the complete text, as the sole and exclusive language. The current text is an electronic version which can be consulted and to which consulting possibilities is specifically referred to on the front side of the standard order documents and the order acknowledgements.