



## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. GENERALITIES

These general terms and conditions of purchase (the 'general conditions') are applicable to all current and future orders and/or purchase contracts for products or services placed by the buyer with a supplier.

The buyer is the Galloo Group company identified at the top of this document.

The supplier shall be deemed to have read and accepted all of these general conditions unless notified otherwise in writing within 7 days of the first sending of these general terms and conditions of purchase or unless there is explicit indication and/or agreement to the contrary in the contract.

If the supplier has general conditions of sale they are rejected, these general conditions shall prevail.

These general conditions have been translated from French. In case of dispute on the interpretation of these general conditions, the French text prevails.

### 2. ORDERS

In the event of multiple documents exchanged between the parties containing contradictory information, it is the content of the buyer's order that constitutes the contract between the parties in respect to any other document.

The buyer reserves the right to modify or cancel its order until the delivery of the products or services.

As a consequence of the changes in the order, the supplier may only modify the price and delivery times, taking into account the price and delivery agreements made, in a proportionate and reasonable manner.

As a consequence of the cancellation of the order, the supplier may not claim any compensation or damages from the buyer.

### 3. PAYMENT

Unless otherwise expressly agreed between the parties, the supplier's invoices shall be paid within 30 days of the end of the month.

Payment of the invoice does not constitute acceptance of the product or service.

The buyer may, if necessary, pay by offsetting or deducting any invoices of the supplier against any other invoices from companies belonging to the same group, known as the Galloo group, as the buyer.

The buyer may suspend payment of the price in the event of non-conformity or defect of the products and/or services sold until complete resolution as provided for in article 5 below.

### 4. DELIVERY

Unless expressly agreed otherwise, delivery periods shall be binding and shall constitute an essential and determining condition of the contract, so that any delay in delivery or partial delivery may lead the buyer to cancel the order or terminate the sales or service contract with the supplier after immediate notification and without any entitlement of the supplier to compensation or damages.



In the event that the supplier is unable to meet the delivery deadlines, it must immediately inform the buyer in writing, who may also in return notify the cancellation of the order or termination of the contract.

In any event, any delay in delivery entitles the buyer to compensation, which may not, in any event, be less than a penalty of 1% of the amount of the order per day of delay started and without prejudice to the right to higher compensation on the basis of supporting documents showing such losses.

Unless explicitly agreed otherwise, products will be sold "duty paid" (Incoterms 2010),

In this case, the supplier is responsible for shipping and transporting the products. Goods shall be transported at the risk and expense of the supplier.

The supplier shall observe the buyer's safety instructions when unloading the products. In case of accident or breakage during delivery, the supplier will be solely responsible for any damage.

The supplier undertakes to comply with all international, national and regional regulations for the transport, whether cross-border or not, of hazardous and/or chemical materials and/or waste materials.

#### 5. PRODUCT AND SERVICE COMPLIANCE

The supplier guarantees the quality, conformity and origin of the products and services delivered by him and that said products and services meet the legal requirements in force.

If the products do not comply with the order, legal requirements or contain a defect making their use unfit for the use for which they are intended, the buyer may choose:

- either to return them at the expense and under the responsibility of the supplier, who must, also either return compliant products without delay, or refund any price already paid, as the buyer may choose;
- or keep them and claim compensation and damages for the loss suffered as a result of non-compliance or lower quality of the said products.

In any event, any loss suffered by the buyer, including loss of production, loss of profit, indirect loss, as well as any costs for the regulated or unregulated removal of contaminated and/or environmentally hazardous goods shall be borne by the supplier.

The supplier remains responsible for any defect in the products for a minimum period of 90 days from the date of delivery of the products to the buyer. If there is any warranty period longer than 90 days stipulated by applicable law or in accordance with the supplier's general conditions, this longer warranty period shall apply instead.

#### 6. EXPRESS RESOLUTORY CLAUSE

In the event of non-compliance by the supplier with its obligations, the buyer may automatically, and without formal notice, either suspend its obligations or terminate all or part of the contract, without prejudice to the right to compensation and damages., which is fixed at 30% of the price of the products or services not delivered. This is without prejudice to the buyer's right to claim higher compensation and damages subject to proving the existence and extent of this loss.

This contract and any other contract concluded between the parties shall be terminated automatically and without notice of default in the event of any insolvency proceedings against the supplier.



## 7. LIABILITY – INDEMNITY

The contracting party shall perform the contract entirely at its own risk. GALLOO or third parties shall be liable for any damage suffered by the co-contractor as a result of or in connection with the performance of the contract, regardless of whether such damage is caused by the co-contractor itself, its staff or other natural or legal persons which the co-contractor involves in the performance of the contract, both contractually and extra-contractually.

When applying Belgian law :

- GALLOO's co-contractor waives the application of Art. 6.3 of the Civil Code and must provide in each contract with a principal creditor that such principal creditor waives the application of Art. 6.3 of the Civil Code and that it imposes the same obligation on each subsequent principal creditor. Failing to comply with the aforementioned obligation, the co-contractor will be liable to indemnify GALLOO.
- GALLOO's auxiliary person in case it causes damage to GALLOO's co-contracting party in the execution of its contract, except for an intentional fault and/or a fault affecting physical or psychological integrity, cannot be held liable on the basis of Book 6 of the Civil Code.

## 8. APPLICABLE LAW - COMPETENT JURISDICTION

All contracts between the parties shall be governed by the law applicable at the registered office of the buyer.

All disputes relating to the existence, interpretation and execution of this contract shall be under the exclusive jurisdiction of the courts of the place where the buyer's registered office is located. However, the buyer retains the right to take the matter to the competent court in the supplier's place of residence.

AGREED

(Name + Stamp of supplier)