

1 DEFINITIONS

- 1.1 Goods:
 "Goods" means design and/or materials and/or equipment and/or services which the Seller shall provide according to the Purchase Order and/or any part or component included in the above-defined items.
- 1.2 Purchaser:
 "Purchaser" means D'HONDT THERMAL SOLUTIONS and its affiliates and subsidiaries.
- 1.3 Seller:
 "Seller" means the natural or legal person identified in the Purchase Order as the seller of the Goods.
- 1.4 Subcontractor:
 "Subcontractor" means any natural or legal person other than the Purchaser, who entered into an agreement with the Seller for the performance of all or part of the Purchase Order.
- 1.5 User:
 "User" means the Purchaser's client and/or end user of the Goods.

2 SCOPE OF THE GENERAL PURCHASE CONDITIONS

- 2.1 These General Purchase Conditions shall apply to the purchase of Goods subject to the Purchase Order and shall prevail upon any general sale conditions or similar deeds, whether general or condition issued by the Seller before, at the same time, or after these General Purchase Conditions, regardless of their form.
- 2.2 Such Conditions can only be amended by application of the Particular Conditions referred to in the offer to purchase or as provided for in the Purchase Order. Such derogation will only apply to the relevant Order. The Seller may in no event take advantage of such Particular Purchase in connection of other orders.
- 2.3 In the event of a discrepancy between the Purchase Order, the Special Conditions, the General Purchase Conditions and the other applicable documents, they shall prevail in the order in which they are listed in the Purchase Order. Titles and section headings have been used only to aid understanding and shall not affect the interpretation of the contractual documents.

3 ACCEPTANCE OF THE ORDER

- 3.1 The Seller shall acknowledge receipt of the Purchase Order by returning a copy of it to the Purchaser duly signed and dated, within three (3) business days from receipt. Upon expiry of such three (3) day period, the Purchase Order will be deemed fully and irrevocably accepted by the Seller.
- 3.2 Any exceptions, whatever their nature, shall be set forth by the Seller on the acknowledgement of receipt of Order within the three (3) business day period mentioned in article 3.1, and shall be expressly agreed upon in writing by the Purchaser in order to be valid.
- 3.3 Any commencement of performance prior to acknowledgement of the Purchase Order shall be deemed acceptance of such order by the Seller.
- 3.4 Seller expressly warrants that it will deliver the Goods in compliance with Purchase Order provisions, good practices, national and international standards as well as applicable laws (including but not limited to REACH regulation).

4 DOCUMENTS

- 4.1 Any document supplied by the Purchaser shall remain its property, and shall not be lent, copied or used without its prior written consent.
- 4.2 The Seller shall advise the Purchaser in writing, within fifteen (15) days from their handing over, whether the drawings, documents and design notes, etc., include any inconsistency, error or omission. Upon expiry of such period, the Seller shall be deemed to have accepted technical specifications without reservations and shall be solely liable for the adequacy of such documents with the Purchase Order.
- 4.3 The Seller is bound to comply scrupulously with the Purchaser's instructions and shall regard any document disclosed by Purchaser as strictly confidential.
- 4.4 The Seller shall, at its own expense, send to the Purchaser all documents and data relating to the Goods including specifications, drawings, reports on fabrication, delivery and inspection, mill certificates, instructions for handling, assembly, erection, operation and maintenance, and the like in accordance with the procedure set out in the Vendor Document List (if applicable), at the time and in the form and number of copies stipulated in the Purchase Order. The Seller shall provide both paper (hard) and electronic (soft) copies of required documents. Unless specifically stipulated otherwise in the Purchase Order, the preferred soft versions are AutoCAD (DXF) and Adobe (PDF). No express or tacit Purchaser consent may release the Seller from its liability in the event of error. The Purchaser reserves the right

to reject any such documents and data containing errors or omissions and in such event the Seller shall immediately correct or replace the items in question at Seller's costs and expenses.

5 PRICE – EXTRA CHARGES

- 5.1 The prices described in the Purchase Order are all-inclusive, fixed and non-modifiable.
- 5.2 Any item or service not explicitly mentioned in the Purchase Order but necessary for the proper fulfillment of Seller's obligations shall be supplied and/or performed by the Seller, at the Seller's costs and expenses.

6 TIME OF PERFORMANCE

- 6.1 Time is of the essence.
 Seller shall immediately notify any foreseeable delay and inform Seller of the steps Seller will implement at its own expenses to cure such delay.
- 6.2 If the Seller does not take the above-mentioned steps or if the Purchaser does not approve such steps, Purchaser may impose acceleration measures and back charge to the Vendor any cost incurred in relation thereof.
- 6.3 If the Purchaser believes that the performance by the Seller may result in a substantial delay in delivery, the Purchaser reserves the right, upon written notification, to remove all or part of the Goods located in the Seller's and/or the Seller's Subcontractors' workshops and/or to terminate the Purchase Order. The Purchaser may then complete or cause the completion of the Purchase Order at the Seller's expenses and risks, without prejudice of Article 7 of these General Purchase Conditions.

7 PENALTIES

- 7.1 Unless otherwise stipulated in the Purchase Order, any delay in delivery not previously agreed upon by the Purchaser shall automatically result in the application of penalties for delay. Such penalties shall also apply to intermediary deadlines.
- 7.2 Late delivery penalties shall apply without notice, at a rate of 1% of the total contractual amount for each week of delay, each period being due in full once started. The total amount of late delivery penalties may not exceed 20% of the total amount of the Purchase Order.
- 7.3 Late delivery penalties apply without prejudice of compensation for any damage sustained by the Purchaser in connection with such delay.

8 SUB-CONTRACT - SUB-SUPPLY

- 8.1 Seller may -subject to the prior written consent of the Purchaser- sub-contract part of the Purchase Order.
- 8.2 Seller shall remain solely liable for the performance of Sub-contractor's contractual obligations towards the Purchaser.
 A sub-contractor's failure may in no event excuse a delay, a defect or any breach of the Seller's obligations.

9 MARKING AND PACKING

- 9.1 Seller must permanently affix on all Goods or packages' parts, the Purchase Order number, the part markers indicated on the performance plan, the performance plan number, and the item reference as shown in the Purchase Order.
- 9.2 The packaging shall meet any necessary and enough conditions to avoid deterioration of the Goods resulting from handling, transport, or storage operations. Any damage sustained by the Goods and due to defective packaging shall be the sole responsibility of the Seller.

10 EXPEDITING – WORKSHOP INSPECTION

- 10.1 The Seller shall be responsible for expediting delivery of the Goods and shall provide Purchaser with an itemized schedule for engineering, procurement, fabrication, assembly, inspection, testing and shipping, as well as expediting reports.
- 10.2 The Purchaser reserves the right, at any time, to inspect or cause the Goods to be inspected in the Seller's and/or its Subcontractors' and/or its Sub-suppliers' premises. The Seller shall conduct, at Seller's responsibility and expense, all tests and inspections as required by the specifications or by laws or Regulations.
- 10.3 A workshop acceptance inspection may be performed prior to any delivery of Goods, to ascertain their overall compliance with the terms of the Purchase Order. Said acceptance by no means reduces Seller's liability.
- 10.4 Any expense incurred in connection with, among others, inspection tests such as mechanical, chemical, hydrostatical, X-ray, ultrasound,

and lab tests, as well as any personal expenses incurred by third parties in charge of inspection tests, such as travel and accommodation expenses and wages, shall be borne by the Seller. Purchaser may request at its discretion any additional inspection.

- 10.5 If an additional inspection becomes necessary due to the Seller's default, the relevant expenses shall be borne by the Seller. Such expenses shall include any wages, journey time as well as living and accommodation expenses.
- 10.6 The Seller shall, at its own expenses and risks, repair any defect affecting the Goods and bear all associated costs, including but not limited to handling and transportation costs.
- 10.7 The receipt and payment of the Goods, or either of them, shall not be deemed acceptance. Even in the absence of any reserve made by the Purchaser during inspection, the Purchaser is entitled to reject all or any part of the Goods at a later stage.
- 10.8 Approval of the Goods after workshop acceptance does not exclude an on-site acceptance or the performance of on-site tests insofar as these are required by the Purchaser or the User.

11 QUALITY

- 11.1 For the proper performance of the Purchase Order, the Seller shall (i) define and apply quality assurance programs and (ii) conduct all necessary quality investigations and tests. The Seller shall keep the Purchaser informed of the results of such investigations and tests.
- 11.2 The Purchaser or its representatives shall have the right to undertake quality audits and verifications of the Seller's and its Subcontractor's quality system.
- 11.3 The Seller accepts any liability with respect to any adverse effect arising from his action or inaction in respect of quality.

12 DELIVERY - TRANSPORT

- 12.1 Each delivery or shipment shall be accompanied by a delivery slip mentioning quantity, unit of quantity, gross, net and invoiced weight, article description and article number. In the case of partial delivery, the quantity still to be delivered should be indicated. Package lists and other certificates, if requested in the Purchase Order, shall be attached to the Delivery Slip and completed in compliance with the instructions given by the Purchaser and/or the User. Notwithstanding delivery of any item or equipment to the Purchaser, the Goods shall not be deemed to have been properly delivered until all deliverables due to the Purchaser have been delivered (including but not limited to drawings, operation manuals etc....).
- 12.2 The Purchaser reserves the right to reschedule the delivery of the Goods. If so, the Seller shall assume the responsibility of such Goods up to a duration of three (3) months from the initial contractual delivery date. Upon expiry of such period, the Purchaser shall bear storage expenses after negotiation of their amount with the Seller.
- 12.3 The terms and conditions of delivery stipulated in the Purchase Order are those described in the latest Incoterms published by the Paris International Chamber of Commerce. In the event of an inconsistency between the Incoterms and the other terms and conditions of the Purchase Order, the latter shall prevail.

13 TITLE AND RISK

- 13.1 Transfer of title shall take effect to the Purchaser's benefit on the day of delivery of the Goods or, if delivered by instalments, as soon as each partial delivery is made. In any event, title to the Goods shall be transferred to the Purchaser upon payment to the Seller of fifty percent (50%) of the Purchase Order price.
- 13.2 Any retention of title provision stipulated by the Seller or its subcontractors will only be enforceable against the Purchaser if the Purchaser expressly agreed to such provisions in writing.
- 13.3 Moreover, the Seller guarantees the Purchaser a free and peaceful enjoyment of the Goods. If not, the Seller shall indemnify and hold the Purchaser and/or the User harmless from any charge, pledge, security interest, right of retention, attachment or judgement arising from any Seller default against Subcontractors, banks, employees, subordinates, agents or any other person to whom the Seller is committed.
- 13.4 Risks will remain with the Seller until formal acceptance of the Goods by the Purchaser. Transfer of risks will, in any case, not take place before the effective receipt of the Goods by the Purchaser at the place of delivery defined in the Purchase Order.

14 PAYMENTS – INVOICING

- 14.1 The Seller shall send the invoices established in accordance with all legal and contractual requirements to the Purchaser's Accountancy department at the following address:

by email: accounting@dh-ts.com

and

by mail: D'HONDT THERMAL SOLUTIONS Comptabilité 1524 rue de la paix 59970 Fresnes sur Escaut

Each invoice shall contain at least the following information:

- "invoice" (no pro-forma invoice)
- Purchaser PO reference
- Weight
- Description of goods, origin, incoterms
- Agreed payment term and conditions
- Seller's bank account and IBAN numbers
- Seller's bank swift code
- VAT identification number (supplier and purchaser)
- Amount and nature of VAT
- Custom tariffs

Invoices relating to more than one Purchase Order or bearing incomplete or incorrect references shall be returned to the Seller. The invoices shall be denominated in the currency stipulated in the Purchase Order.

- 14.2 Unless otherwise agreed, duly issued invoices shall be paid 60 days from the date of invoicing. Purchaser shall be entitled to withhold payments and/or set off any amount owed by Seller to Purchase for whatever cause (penalties, damages or else) if the Seller fails to meet the requirements of the Purchase Order. In this case, the Seller shall have no claim for interest, penalties or any other compensation.
- 14.3 The Purchaser does not accept any dispositive instrument in lieu of cash, including, among others, bank discountable bills.
- 14.4 The absence of express rejection of an invoice shall not constitute acceptance thereof. In addition, acceptance and/or payment of any invoice shall not be construed as the acceptance by the Purchaser of the terms and conditions printed or attached to it, and/or as the acceptance of any Goods ordered or delivered.
- 14.5 The Seller cannot assign any right or obligation deriving from the Purchase Order without Purchaser's prior written consent.

15 BONDS

- 15.1 If the provisions of the Purchase Order so impose, the Vendor shall issue a first demand advance payment bank guarantee. The wording of such bond as well as the issuing Bank shall be acceptable to Purchaser. The advance payment bank guarantee shall remain in full force and effect until the Goods and documents have been delivered to the Purchaser as described in the Purchase Order. No payment will become due to the Seller unless and until such bond has been issued in favor of the Purchaser in the stipulated form.
- 15.2 If requested by the Purchaser, a first demand Performance and/or Warranty Bank Guarantee shall also be provided by the Seller covering, and valid until, satisfactory fulfillment all Seller's obligations, warranties and liabilities under the Purchase Order. The wording of such bond, as well as the issuing Bank, shall be acceptable to Purchaser. No payment will become due to the Seller unless and until such bond has been issued in favor of the Purchaser in the stipulated form.

16 GUARANTEES

- 16.1 The Seller warrants that the Goods are in conformity with all agreed specifications and requirements (including performance requirements), are "state of the art", and fit for the purpose intended by the Purchaser. The Seller further guarantees that the Goods are new and free from defects in design, materials and workmanship, and that they meet all applicable statutory requirements and standards, especially those relating to environment, safety, and employment laws and regulations. The Seller warrants the adequacy of technical specification of the Purchase Order to meet the specific needs of the Purchaser, and the Seller acknowledges having examined those specifications thoroughly.
- 16.2 Unless otherwise stipulated in the Purchase Order, the Seller guarantees the Goods for the longest of (a) a twenty-four (24) months period from their commissioning, or (b) thirty-six (36) months from their delivery date.
- 16.3 In case of defect or non-conformity of the Goods/Services, the Seller is immediately and automatically presumed fully responsible for such defect. The Seller can only decline liability if he irrevocably proves that the defect is the direct and exclusive result of an abnormal operation (operation non-conform to contractual specifications and/or common international practices) of the Goods, or of normal wear and tear.
- 16.4 Such guarantees inure to the benefit of the Purchaser, its successors and assignees, as well as to the benefit of the User.
- 16.5 Upon instruction from the Purchaser or the User, the Seller undertakes to replace or repair, at its expenses, as soon as possible, all or any

part of the Goods, which are defective or do not comply with the Purchase Order terms and conditions.

- 16.6 If the Seller is in breach of the obligation defined in paragraph 16.5 or in case of emergency, the Purchaser or the User may have the Goods replaced or repaired at the Seller's risks and expenses, without prejudice to Purchaser's right to back charge to Seller any cost and expense in relation thereto.
- 16.7 The guarantee period shall be extended by a period equivalent to the duration of the unavailability of the Goods and/or their re-commissioning. In addition, the repaired or replaced Goods shall be covered by a new guarantee of 24 (twenty-four) months from the date of their delivery/acceptance.
- 16.8 All costs resulting directly or indirectly from repair or replacement of the defective Goods (including but not limited to defect diagnosis, inspection, dismantling, removal, transport, repair, re-installation, re-commissioning and repeated Goods tests, cleaning expenses), shall be borne by the Seller.

17 RESPONSIBILITY - INSURANCE

- 17.1 The Seller shall be responsible, without notice, for the payment of any direct, indirect, material, immaterial, special, consequential, foreseeable or unforeseeable loss or damage sustained by the Purchaser and the User and due to the Seller's (or its Subcontractor(s)) act or omission (contract, tort or otherwise at laws).
- 17.2 The Seller shall be liable to supply proof of its subscription, at its expenses, with notoriously solvent companies, of any insurance covering its liability to material and immaterial, direct and indirect damage which the Goods could cause to the Purchaser or to third parties both before and after their delivery for an amount of minimum EUR 2 million (€ 2.000.000,00) unless otherwise stated in the Purchase Order.
- This amount shall not be construed as a limitation of liability of Seller's liability.

18 INTELLECTUAL /INDUSTRIAL PROPERTY

- 18.1 The Seller declares to have all property rights and rights of use for all patents, invention rights, copyrights or trademarks, used within the frame of the Purchase Order.
- 18.2 The Seller undertakes, at its expenses, to defend the Purchaser and/or the User in any action or proceedings entered against either of the Purchaser and/or User, whether for infringement of patents, invention rights, copyrights or trademarks, resulting among others in the sale or use of the Goods. The Seller undertakes to indemnify and hold the Purchaser and/or User harmless from any losses, liabilities, costs, damages and expenses incurred in connection with such actions and proceedings. The Purchaser and/or User may join in their defence or assume such defence in full through their counsel and attorney.
- 18.3 The Seller undertakes, unless otherwise authorised beforehand by the Purchaser in writing, not to supply third parties with materials built from drawings supplied to the Seller, to refrain from disclosing any information relating to them and not to include them in any publication. Any breach of such obligation may give rise to the payment of damages.

19 SUSPENSION -TERMINATION

- 19.1 Suspension/termination for no fault: The Purchaser is entitled, even though the Seller is not in default, to suspend the performance of the Purchase Order for a discretionarily determined period, or to terminate the same in whole or in part, by giving prior five (5) days notice to the Seller. In no event shall the Seller be entitled to indemnification for any kind of immaterial or consequential damages, including but not limited to loss of profit.
- 19.2 Suspension/termination for default: fifteen (15) days after expiration of a written notice to cure, all or any part of the Purchase Order may be suspended and/or terminated, without prejudice of the penalties and indemnification which may be required from the Seller in compensation for the prejudice sustained by the Purchaser, and without any liability to the Seller, if:
- 19.2.1 the Seller fails to comply with any of its obligations under the Purchase Order and these General Purchase Conditions;
- 19.2.2 the Seller is insolvent, is party to a compromise settlement or files for bankruptcy;
- 19.2.3 the Purchaser has good reasons to believe that the Seller will be unable to execute its obligations;
- 19.2.4 a force majeure event occurs which may delay performance of the Purchase Agreement for more than three (3) months;
- 19.2.5 the agreement entered between the Purchaser and the User is terminated for whatever reason;
- 19.2.6 the maximum amount of penalties is reached.

- 19.3 Upon receipt of such notice, the Seller shall immediately discontinue the performance of the works, transfer to Purchaser the benefit of all subcontracts as requested by Purchaser, abstain from entering into any other agreements and diligently terminate any other existing agreement with Subcontractors under conditions satisfactory for the Purchaser or assign such agreements to Purchaser. The Seller shall only perform those works which are necessary to safeguard and protect the Goods. Purchaser will back charge to Seller all costs and damages resulting from such termination.

20 CONFIDENTIALITY --PROPRIETARY RIGHTS

- 20.1 All written or verbal information supplied by Purchaser to Seller regarding Purchaser 's know-how, specifications, procedures, needs and all technical information, documents and data shall be treated as confidential and any rights of ownership and copyrights thereon remain the exclusive property of the Purchaser. Any infringement by the Seller of Purchaser's rights may give rise to the payment of damages.
- 20.2 Unless needed for the proper performance of the Purchase Order, the Seller shall keep confidential and refrain from disclosing to third parties any information acquired by the Seller or of which the Seller is the author in progress.
- 20.3 Any information in the public domain or held or acquired lawfully from third parties without any breach of an obligation of secrecy shall not be deemed confidential information.
- 20.4 The Seller undertakes that the destination of the Goods, the name of the Purchaser and/or User shall be neither mentioned, nor disclosed or quoted in any publication without their prior written consent.

21 FORCE MAJEURE

- 21.1 The parties shall not be held liable for any breach of the Purchase Order terms and conditions, when such breach results from a Force Majeure event. Force majeure shall mean any event beyond the control of the affected party, which could not be anticipated upon formation of the contract, and the effects of which are compelling and unforeseeable, such as, but not limited to war, act of god, embargo or change in any applicable law or regulation, which makes it temporarily or permanently impossible to perform all or any part of a party's obligations. Force majeure does not cover those events which would render performance of the obligations more difficult or more expensive.
- In particular, strikes, lockouts or any other labour-related, financial technical or industrial incapacity, or any impediment causing a prejudice to the parties, their suppliers and subcontractors in relation with the deliveries shall not be deemed Force Majeure events.
- 21.2 The party affected by a Force Majeure event shall advise the other party within eight (8) days from its occurrence. The party shall describe such event in detail and inform the other party of any relevant element capable of allowing its precise identification, and to determine its effects as to performance of its contractual obligations.
- 21.3 Failure in compliance with the procedure described herein may not invoke a force majeure exemption.
- 21.4 The obligations of the party invoking Force Majeure shall be suspended if they cannot be performed due to a force majeure event. Nevertheless, such party shall, as far as it is possible, remedy the situation with due diligence.
- 21.5 If performance under the Purchase Order is rendered impossible for more than three (3) months, either party may terminate or rescind such Purchase Order by written notification to the other party, unless the parties decide to amend the Purchase Order to consider the new circumstances arising from such force majeure event.
- 21.6 The occurrence of a Force majeure event may however not relieve any party from its liability for any negligent conduct or lack of diligence to remedy the situation or to remove its cause in a reasonable and adequate manner.
- 21.7 A force majeure event may not give rise to a claim for damages. The Purchaser will only be liable to the Seller for such part of the Purchase Order which was performed before the force majeure event arose. Any pre-paid amount shall be refunded to the Purchaser.

22 TAXES

Any taxes assessed and levied from the Purchaser in application of the Purchase Order, except the value added tax of the Purchaser's country, shall be borne by the Seller, unless otherwise stipulated in the Purchase Order.

23 SAFETY - ENVIRONMENT- SUSTAINABLE DEVELOPMENT -- HUMAN RIGHTS --CLANDESTINE WORK, CHILD LABOUR AND FORCED WORK

- 23.1 Before making any offer or quotation, the Seller will (i) provide the Purchaser with all necessary advice and information relating to the

proposed Goods, (ii) inform the Purchaser on standard customs, hazardous risks, and rules and standards applicable to the Goods.

23.2 The Purchaser is committed to the protection and improvement of safety, health, social dialogue, human rights (in particular but non-exhaustively child labour, clandestine and forced work), sustainable development and environment. The Seller certifies that he and his own suppliers comply with any applicable legislation in this respect.

23.3 The Seller accepts any liability with respect to any adverse effect arising from his (or his suppliers) action or inaction in respect of safety, security, environment and human rights, the Seller acknowledging his full liability in event of the exercise of the Purchaser's right to terminate the Purchase Order.

24 APPLICABLE LAW

The Purchase Order shall be governed by the laws of the country where the Purchaser has its registered office. Any application of the Uniform Law on the International Sale of Goods (The Hague Convention of 1st July 1964) as well as the United Nations Convention on the International Sale of Goods (signed in Vienna on 11 April 1980) is expressly excluded.

25 JURISDICTION

Any dispute arising directly or indirectly from the Purchase Order, (including but not limited in relation to its construction, interpretation or its performance) which may not be settled amicably by the Parties shall be referred to the courts where the Purchaser has its registered office or to the tribunal chosen by the User if the Goods are involved in a dispute between the Purchaser and the User. Such choice of jurisdiction shall apply even where there is more than one defendant as well as to third party complaints.

26 DATA PROTECTION

Purchaser is committed to collecting and processing personal data responsibly and in compliance with the applicable data protection laws, in particular GDPR. Respecting privacy is fundamental to Purchaser's relations with existing and potential Sellers.

Purchaser is also committed to maintaining the confidentiality, integrity, security and resilience of Seller's personal data. To this effect, Purchaser has implemented appropriate technical and organizational measures to prevent personal data processed by or on behalf of Purchaser from accidental or unlawful destruction, loss, alteration, disclosure or access.