

# General Conditions of Purchase

## 1. General

These Purchase conditions shall form part of any agreement with respect to goods and services, in which we act as buyer or principal. Differently worded conditions or conditions other than those stated in our order or in these Purchase Conditions, shall not form part of the relevant agreement if and in so far as such conditions have been agreed in writing by both parties.

## 2. Prices

Prices, mentioned in our order, include all costs required to comply with the order and specifications are firm and final, unless alterations in the order should be instructed by us. Extra charges not covered by our written order or change-order, will not be considered for payment

## 3. Payment

Payments will only be affected against invoice. Payment shall not imply acceptance.

## 4. Transfer of rights and obligations

Each party shall require the other party's previous consent in writing for any transfer or rights and/or obligations to a third party.

## 5. Terms of Delivery

The 'Incoterms' (latest edition) as laid down by the International Chamber of Commerce in Paris shall be applicable, unless otherwise agreed upon in writing. The goods shall be delivered as one consignment, unless otherwise agreed upon. We shall be entitled without previous notification to return, for account and risk of the supplier, any part consignment(s) not agreed upon.

## 6. Time of delivery

Time of delivery commences on the date the order is made out by letter, fax, or electronic data interchange, or, in the case of orders by word of mouth or by telephone, on the date of our letter, or fax, or electronic data interchange, confirming the order. The supplier shall inform us immediately of any delay in the execution of the order or in the delivery of the goods, stating the circumstances that cause the delay. Such information does not relieve the supplier of his obligations with respect to the time of the delivery.

## 7. Passing of title and risk

Notwithstanding the provisions of the 'Incoterms', parts and materials manufactured or purchased by the supplier for goods covered by our order, as well as the goods themselves become our property from the beginning of the manufacture or the moment of delivery to the supplier, whichever is the case. Such property shall be kept in safe custody and be insured by the supplier until delivered to us. The supplier shall neither give access to these goods nor display same at exhibitions nor dispose of them without any prior written consent.

## 8. Packaging, transport and intermediate storage/warehousing

Goods must be suitably packaged and protected in a manner which ensures by normal means of transport and intermediate storage they arrive at the place of destination in good condition and that unloading there can be done in a safe manner. The supplier shall be responsible for the due observance of the national, international and or supranational regulations concerning packaging and transport. We are prepared to advise the supplier to the best of our knowledge but without any responsibility on our part on packaging and transport and on the pertinent regulations and provisions. We shall be entitled to refuse the goods to be supplied if the aforesaid regulations and provisions have not been complied with.

## 9. Indemnity and infringement of patents

The supplier shall indemnify us from and hold us harmless against any claims of third parties against us in respect of the goods, delivered by the supplier as well as in respect of acts or omissions on the part of the supplier or the third party involved by him in the executions of the order.

The supplier secures us free use and free disposal of the goods delivered. He shall indemnify us and hold us harmless against any claims of third parties arising from any infringement or alleged infringement of patent rights and/or other rights of third parties.

## 10. Guarantee The supplier guarantees;

- a. that the goods shall be of good quality and shall be exactly in conformity with our requirements, specifications, conditions, designs and samples and/or other data given by us, and shall be adequate and complete for the purpose intended;
- b. that the goods shall be brand new and free from any defects.
- c. That with respect to the goods at least the legal and governmental regulations of the supplier's country are complied with and that the goods or the use there of do not involve any hazards to health or safety of persons or property.

## 11. Guarantee period

The guarantees, mentioned under article 10, remain in force during a period of 12 months from the date upon which the goods delivered by the supplier are put into continuous operations, or 24 months after delivery in the event that, through no fault of the supplier, we should not put the goods delivered into operation.

## 12. Non-performance

If one of the two parties does not comply with its obligations the other party shall be entitled, without further notice and without appeal to the court, to cancel the agreement wholly or partly, or to claim fulfilment of the agreement. If we should cancel the agreement entirely, any goods already delivered shall be returned by us to the supplier for his account, and he shall refund us the amounts already paid by us for such goods. Should we choose to keep all or part of the goods delivered, we shall pay for these a reasonable part of the agreed price. To the extent that we shall prefer fulfilment of the agreement the supplier shall still be obliged to deliver the goods or, at our choice, to replace the refused goods at his account and risk or to carry out the necessary improvement to them. If such improvement is not carried out in a suitable manner by the supplier in a reasonable period to be determined by us, or if from the point of view of safety or production continuity there is no sufficient opportunity to have the improvement effected by the supplier, we shall be entitled to have such improvement effected otherwise for the account of the supplier.

## 13. Force Majeure

If through force majeure, such as acts of God, strikes, government measures, war or civil insurrections one of the two parties is prevented from fulfilling its obligations, it shall immediately notify the other party in writing of this force majeure. In such case the later party is entitled to cancel the order wholly or partly, or to suspend the fulfilment of its obligation(s). In case the supplier is prevented from fulfilling his obligations through force majeure, he shall take all measures necessary to protect and maintain our property that may be in the supplier's custody, as referred to in Article 7.

## 14. Secrecy

The supplier shall not without our previous written consent divulge to third parties or use to the benefit of third parties the order and all the know-how and data that comes to his knowledge in connection with the execution of the order.

## 15. Inspection

Undiminished the supplier's responsibility and liability, we shall be entitled to inspect the goods ordered during the process of work, before shipment and upon arrival at the site, with regard to delivery in compliance with all requirements of this order.

## 16. Governing Law and Jurisdiction

The contract shall be governed and construed in accordance with the laws of England and the purchaser submits to the non-exclusive jurisdiction of the English courts.