

## General purchase conditions

### 1 General provisions

- 1.1 These general purchase conditions govern, together with the content of the purchase confirmation addressed by L-stin to the supplier, the legal relationship between L-stin bvba, a company governed by Belgian law based in B-8570 Anzegem, Oosthoek 8, with CBE number 0643.857.987 (hereafter L-stin) and the supplier. Deviations of these general purchase conditions are only possible in case of a preceding, explicit and written agreement between L-stin and the supplier.
- 1.2 Accepting a purchase order of L-stin implies that the supplier understands the present general purchase conditions, accepts them without reservation and is bound by them. The general sales conditions of the supplier are only valid if they were accepted by L-stin expressly and in writing. In case of conflict between thus accepted general sales conditions of the supplier and the present general purchase conditions of L-stin, the latter are given priority.

### 2 Purchase order

- 2.1 Every delivery has to be preceded by a purchase order from L-stin, sent by an authorised person of the company. An offer request can under no circumstances be considered a purchase confirmation.

### 3 Confirmation

- 3.1 Purchase orders of L-stin should be confirmed within twenty-four (24) hours in writing by the supplier. After this period L-stin reserves the right to cancel the purchase order.

### 4 Packaging

- 4.1 Packaging and labels on the package of products must comply with the specifications. All goods delivered must be adequately packaged so that damage can be avoided.
- 4.2 Unless otherwise agreed expressly and in writing, the packaging remains the property of L-stin. The supplier will not levy any additional charges for this.

### 5 Delivery

- 5.1 Unless otherwise agreed expressly and in writing, the supplier will deliver the goods 'DAT' (Delivery At Terminal – incoterms 2000) to the delivery address mentioned on the purchase order, within the requested delivery period.

### 6 Delivery note

- 6.1 Every delivery should be accompanied by a delivery note.
- 6.2 On every delivery note the following mandatory information must be available:
- Order reference L-stin
  - Article reference L-stin
  - Product description by L-stin
  - Number of goods supplied
  - Size
  - Weight (total)
  - Country of origin
  - Number of packages or pallets.
- 6.3 If certificates of delivery are lacking or if not all mandatory information can be found on the certificate of delivery, L-stin reserves the right to refuse the delivery and return it at the expense, responsibility and risk of the supplier.

### 7 Transfer of ownership and risks

- 7.1 All goods remain the property of the supplier until the moment that they are received and approved. Until that time the goods remain the responsibility and risk of the supplier.

### 8 Prices

- 8.1 The price of the goods is the one mentioned on the purchase order of L-stin, or the price mentioned on the order confirmation of the supplier if this was signed by L-stin and returned.
- 8.2 All prices are valid for goods that are delivered 'DAT' (Delivery At Terminal – incoterms 2000), including packaging, insurance and transport costs, to the delivery address mentioned on the purchase order.

### 9 Invoicing

- 9.1 To be admissible, the following information should be available on all invoices:
- Date and reference number purchase order L-stin
  - Reference and description of the goods supplied
  - Correct number of goods supplied
  - Unit price
  - Total price of the invoice
  - Delivery date
  - Applicable VAT rates
  - Country of origin
- 9.2 Invoices for partial deliveries are not accepted unless otherwise agreed expressly and in writing.

### 10 Payments

- 10.1 Unless otherwise mentioned on the purchase order of L-stin all invoices are payable within thirty (30) days after the end of the month in which was invoiced.
- 10.2 In case of complaints, submitted in writing by L-stin to the supplier, the payment of the disputed goods is postponed until the time when the supplier can deliver the goods according to the required specifications.

### 11 Guarantees

- 11.1 The supplier confirms that the goods delivered (i) are new, (ii) in every way answer to the required specifications, plans, drawings, samples or other descriptions supplied by L-stin and (iii) that the goods are free of visible or hidden defects in material or design.
- 11.2 If upon receipt of a purchase order the supplier does not possess the latest specifications, the supplier is obliged to inform L-stin of this.
- 11.3 If the supplier is at fault regarding the required guarantees, L-stin reserves the right to return the delivered goods against full reimbursement, replacement or repair of the non-compliant goods, as well as the right to claim damages from the supplier for the damage that L-stin has suffered because of the delivery of non-compliant goods. This entirely on behalf, on responsibility and at risk of the supplier without consequently indemnifying the suppliers of possible additional compensations for damages suffered as a result of these defects.
- 11.4 L-stin reserves the right, in case of visible defects, to rely on the guarantee provisions mentioned in the above-mentioned articles until one (1) month after delivery and receipt of the goods, even if these were approved upon receipt. For hidden defects L-stin reserves the right to rely on the above-mentioned guarantee

provisions until one (1) year after delivery on the condition that these defects were submitted to the supplier by registered mail within thirty (30) days after detection.

## 12 Archive

12.1 All process related data and documents that relate to the goods produced for L-stin should be retained up to five (5) years after the latest production. During this period L-stin reserves the right to request these data or documents.

## 13 Cancellation

13.1 L-stin reserves the right to cancel the agreement or the order placed, wholly or partially, unilaterally, without prior notice and without entitlement to claim any reimbursement or compensation, in the event that the supplier isn't able to fulfil his obligations with respect to L-stin. More specifically in the following cases:

- Failure to comply with the required delivery period
- Failure to comply with the guarantee conditions under article 11
- Bankruptcy, dissolution or liquidation of the supplier, or suspension of his activities or with great risk hereof.

## 14 Intellectual property

14.1 The supplier guarantees that the produced goods, the use thereof or the production technology with which the goods were produced, do not detract from any patent, licence, trademark, registered design, model or intellectual property of third parties in Belgium or abroad.

14.2 If the process with which the goods supplied were produced is subject to licences, the supplier guarantees at his expense to possess all the requisite rights.

14.3 The supplier guarantees (i) to make every effort at his expense to defend the interests of L-stin, or to cooperate in the defence against claims of third parties concerning real or alleged violations mentioned under article 14.1 and 14.2, and (ii) to safeguard L-stin from all damage claims or costs that might ensue.

## 15 Confidentiality

15.1 The supplier is obliged to treat all information that is made known to him in the context of the agreement concerning the company and/or goods of L-stin, in whichever form (documents, oral and written information, etc.), comprising, among others, knowhow, technical data, drawings, documentation, manuals, formulas, commercial information etc., as secret and not to spread any of this information, and to make the same demand of employees and/or third parties that are involved in the execution of the agreement.

15.2 If a non-disclosure agreement was concluded between the supplier and L-stin, this non-disclosure agreement remains applicable, excepting other expressive and written stipulations.

## 16 Miscellaneous

16.1 All agreements between L-stin and the supplier are part of one global contractual agreement. If the supplier does not fulfil his commitment concerning a certain agreement, L-stin can suspend the further execution of both the relevant and the other on-going agreements.

16.2 Any nullity of one or several provisions of these general purchase conditions does not affect the applicability of all other clauses.

## 17 Applicable law - competent court

17.1 These general conditions as well as the agreement between L-stin and the supplier are governed by and have to be interpreted in accordance with the Belgian law.

The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods is not applicable to the agreement between L-stin and the supplier.

17.2 All disputes between L-stin and the supplier will be settled at the courts and tribunals of the judicial district of the head office of L-stin.