

Article 1 – Field of application

The present general conditions apply to all orders placed with our company, directly or via our representatives, agents, subsidiaries, etc. Any order placed compulsorily and automatically implies the complete and unreserved acceptance of the present general conditions. All conditions departing from them, including the purchaser's conditions of purchase, are thus not able to be invoked against us, irrespective of the time at which they may have been brought to our attention, unless they have expressly been accepted in writing by us. Any exceptional agreement to dispense with any of the present general conditions may not be interpreted by the client as implying a relinquishment by us of the right to avail ourselves subsequently of the said general conditions.

If one or more of the provisions in these general conditions should prove to be null and void, the other provisions would continue to apply.

Article 2 – Orders

Any order addressed to us, whether directly or via our representatives, is binding upon the client. It is not binding upon us until after written confirmation on our part.

Article 3 – Studies, tenders, recommendations and utilisation

- All our tenders are made without obligation.
- Failing the acceptance of the tender by the client within one month from the date of its transmission, it shall lapse, in the sense that the client shall no longer be able to avail itself of it without express acceptance on our part.
- Unless agreed in writing to the contrary, our studies, sketches, opinions, advice or other technical documents as to the practicality, the behaviour or the potential performances of the goods are made on an indicative basis and depending on the most common use of the goods under normal conditions of application, utilisation and climate (temperate regions of Europe) or the use which has been notified to us in writing by the client. Subject to the existence of a misrepresentation or serious fault on our part, such studies, recommendations and other technical documents are not binding upon us. It is for the client to check them and verify their suitability for the use to which it intends to put the goods.
- Where goods ordered are to be integrated directly or indirectly with and/or after processing in safety applications and/or in sensitive sectors such as, for example, the motor industry or aviation, etc, the client undertakes to notify us of this expressly and in writing before any definitive tender on our part. If this were not the case, we should refuse any responsibility regarding our intervention for direct and/or indirect damage potentially arising from this particular utilisation. Later written information is assimilated to a failure to provide information from our side, and the utilisation of the goods shall thus be at the client's own risk.

Article 4 – Delivery, storage and despatch

- Unless otherwise stipulated, the supplier selects the packaging and the method of despatch at its convenience. If the purchaser wishes for a particular packaging, the latter will be invoiced to it separately.
- If delivery deadlines are given, these start from the time the receipt is drawn up and at the latest when the client has completed all the measures required in order to be able to start the performance of the order. The delivery deadlines are deemed to be complied with if, by the time they expire, the pieces have left the company or if the purchaser has been notified that they are ready for despatch.
- Our company is authorised to make and invoice partial deliveries. Disparities of $\pm 10\%$ compared to the orders are permitted. The costs of emergency supply will be invoiced to the client.
- In the event of 'force majeure' or accident or delay which could not have been foreseen in the deliveries, or defective delivery by our suppliers or subcontractors, we reserve the possibility of cancelling or suspending, partly or entirely, the performance of our commitments without compensation. In that case, we would notify our client directly. War, mobilisation, blockade, partial or total strikes, lock-out, riot, epidemic, breakage of machinery, fire, explosion, insufficient supply of raw materials, energy or specialist labour, interruption or delay to transport, computer problems or other major incidents occurring either at our premises, or at those of our suppliers or subcontractors, preventing or hampering manufacturing, work or despatch are conventionally considered as cases of 'force majeure'.
- Compliance with the delivery deadlines implies that the purchaser itself complies with all its contractual obligations.
- Our goods are always delivered and accepted ex-factory or store. The goods always travel at the risk of the client once they leave our factories or stores. The same applies whether the means of transport belongs to us or whether the supply is made carriage-free. In the event of a delay in the departure or in the event of the failure to depart of the ship, wagon or lorry planned, we are authorised to take, automatically, on behalf of the client, any measure necessary for the safeguarding of the goods which remain exclusively at the client's risk. The costs of custody, trucking, covering, storage, or other costs which may result are exclusively charged to the client, without any possibility of this intervention by way of good offices ever giving rise to any liability on our part.
- Should the client not collect the goods after the expiry of the delivery deadline or should the despatch thereof be delayed at its request or through its fault, the goods will be warehoused at its disposal, at its expense and at its risk. The goods will be invoiced to it in full.
- Should the client make materials available, the latter shall be delivered at its own expense and risk.
- In the event of the partial or total severing of the commercial relations with a client for which a stock is held by the supplier, the stock of goods concerned by the severance shall be taken over in one batch by the client within 15 days from the time it is made available. It shall be immediately invoiced to it in a single transaction.

Article 5 – Drafts, moulds, tooling, matrices and devices

- Save where a particular written agreement has been reached, all tooling, matrices, moulds, models, assembly documents, drawings, etc designed and manufactured by ourselves and/or our suppliers and subcontractors shall remain our exclusive property irrespective of the partial or total participation of the client in their financing. The information above may not be used other than by the client, and then only for the purposes of the performance of the contract that it has entered into with us. It may not be forwarded to third parties except with our express written authorisation. Otherwise, we reserve the right to claim compensation for all the damage suffered as a result of the unauthorised utilisation and/or divulging of the said information.
- Should the client make available to us drafts, drawings, models, etc, it will be required to guarantee the information above against any claim by a third party. The client is required to inform us immediately of the existence of any such claim. In the event of a claim by a third party, we reserve the right either to suspend the performance of all our obligations vis-à-vis our client until the dispute is resolved between the latter and our client, or else to consider the contract entered into with our client as being partly or entirely terminated through the fault of our client. Our decision will be communicated to it in writing.

Article 6 – Guarantee

Should events occur which are likely to influence the solvency of the client (restructuring, change in share ownership, etc) in the course of the performance of the contract, we reserve the right, even after the partial performance of a contract, to demand from the client a supplementary guarantee for the good performance of its commitments. Refusal to satisfy this condition gives us the right to cancel the whole of the contract or, as appropriate, the part of the latter remaining to be performed, and in any case to directly suspend any despatch without prior notice.

Article 7 – Retention of ownership

- We reserve the right of ownership over the goods delivered until the complete payment of all the debts that the client has towards us, in whatever connection, including debts not due or future debts.
- Until the complete performance of the contractual obligations of our client, we reserve the right to exercise a right of retention over any goods not yet delivered to the latter and/or over goods which the client might have provided to us for the performance of work.

Article 8 – Conditions and default of payment

- Conditions: All our bills are payable at 30 days from bill date, into our account, unless otherwise agreed in writing between the parties.
- Default: Default of payment, even partial, of a bill or a commercial paper on its due date shall have the following consequences:
 - all the other claims not settled, due or not due, including letters of exchange that have not become due, shall become due immediately;
 - all reductions and payment facilities granted by us shall become null and void;
 - all amounts due shall attract interest, automatically and without notice, at an annual rate of the legal interest rate plus 2% and shall be increased by 15% in respect of the amount less than or equal to € 2,480 and 10% in respect of the part over € 2,480 with a minimum of € 50 by way of a flat-rate and irreducible penalty for our extrajudicial collection costs;
 - we shall be entitled, without prior notice, or judicial intervention, to consider the current contract/s as being partly or completely terminated through the fault of the client, or to partly or completely suspend the performance thereof.

Article 9 – Liability in terms of intellectual property rights

We assume no liability in the event that the work which we have performed in line with the specifications submitted by the client would, by virtue of its characteristics, practicality or potentialities, infringe any intellectual, commercial or industrial property right of a third party. We also accept no liability in the event that the use made by the client of the goods supplied, alone or in combination with other elements, would infringe such a right.

The client must guarantee us completely for any potential action by third parties in this connection, and hold us completely harmless for any sentence, costs and other damaging consequences, direct or indirect, which we might incur following such actions.

Article 10 – Complaints

- The client must provide us with the article number/s, together with the NMC order confirmation number/s and/or the number/s of the box/es forming the basis for our whole internal tracking system. Otherwise, we reserve the right to refuse any complaint.
- The client alone is responsible for the assembly of the goods, even if it received advice during the development, unless we have given it a corresponding written guarantee.
- All complaints relating to errors, deficiencies, non-conformities, visible damage or visible defects must reach us in writing at the latest within 8 days following the delivery. Moreover, the errors, deficiencies, non-conformities, damage and defects able to be noted on receipt of the goods must be mentioned directly on the carrier's delivery dockets. In the latter case, in the absence of any comments on the delivery docket, we shall be unable to accept the complaint.
- Complaints relating to latent defects must be communicated to us in writing at the latest within 8 days following the discovery of the defect, and at the latest before the expiry of 3 months from the delivery, after which they will be forfeited.
- We cover potential design defects only if our services have expressly accepted in writing that we would be in charge of the design. The final release of the samples and/or the goods is the client's responsibility.
- In any event, the client's right to take legal action by virtue of defects in the goods lapses within six months from any claim which conforms.
- No complaint, justified or otherwise, shall entitle the client to retain a partial or total payment on pain of the application of Article 8.
- Should a complaint prove to be admissible and justified, our obligations shall be limited:
 - in the case of errors or non-conformities: to the replacement of the goods supplied by error or not conforming;
 - in the case of missing goods: to the delivery of the latter;
 - in the event of damage or defects imputable to us: at our discretion, either to the repair or to the replacement of the damaged or defective goods in the state of finish provided in the contract, this being to the exclusion of any other compensation for any reason whatever.

Under no circumstances do we cover non-material damage and/or any kind of financial losses, whether direct or indirect. The performance of our obligations as enumerated above is dependent upon the return by the client of the goods delivered in error, not conforming, damaged or defective. Replacement/compensation by us will be limited in proportion to the return.
- In the cases and conditions mentioned above, we intervene in respect of the costs incurred by the client solely if there has been a prior written agreement on our part on this point.
- A client making improper use of the goods without regard, for example, to the conventional rules during assembly, or to the technical instructions, etc would lose all its rights regarding our intervention.

Article 11 – Termination of the contract

If the client fails to abide by one or more of its obligations, if it is declared bankrupt, if it applies for judicial or amicable settlement or the deferral of payment, if it is placed in liquidation, or if its assets are partially or totally seized, we reserve the right to consider any contract, whether or not it may have been partly performed, as automatically terminated through the client's fault, by the simple despatch of a registered letter. We will then be entitled to demand the return of the goods already delivered but not yet paid for, in line with the clause relating to retention of ownership. If we were to make use of the right of termination conferred by the present general conditions and in the case of the termination or judicial termination through the client's fault, the latter would owe us a flat-rate and irreducible penalty equal to 30% of the amount of the part of the order not yet performed, subject to our establishing a higher level of prejudice.

Article 12 – Place of performance, applicable law and competent court

- The place of performance of the contract is the place of our registered offices.
- The contractual relations with the client are subject to Belgian law.
- The competent court is that of the place of our registered offices (the court of Verviers or of Eupen at our discretion).



General Conditions of Purchase - NMC sa

- 1. Validity**

All orders for goods and/or the performance of services are subject solely to the present General Conditions of Purchase, unless otherwise explicitly agreed in writing. Suppliers' sales conditions which differ in substantive terms shall not become the basis for a contract even if in particular individual cases NMC does not explicitly contradict them. If NMC accepts the delivery/service without an explicit protest, this shall under no circumstances justify the inference that NMC accepts the supplier's delivery conditions. The supplier accepts these General Conditions of Purchase, as from the performance of the first order, for all future orders.
- 2. Offers**

An offer is binding upon the party making it, and must be exact and complete. It must also precisely abide by the demand from NMC and in the event of deviations, explicitly indicate this.
An offer must satisfy all legal and administrative provisions valid in Europe and in Belgium.
- 3. Orders**

Orders are binding if they are made or confirmed in writing. Orders placed, and/or confirmations sent by fax or electronic data transfer are assimilated to written form. Orders must be confirmed in writing by the supplier within 48 hours of receipt. Failing this, NMC shall be entitled to cancel. NMC may demand alterations to the delivery item even after the contract has been concluded, if this may be reasonably expected of the supplier. In such cases, the consequences, in particular in terms of higher or lower costs and delivery deadlines, are to be duly taken into account by both sides.
- 4. Security of supply**

Any potential modification of the technical characteristics of the product released and delivered to NMC must be notified a minimum of 12 months before its introduction. In any case, the delivery of the modified product requires the prior written agreement of NMC in the framework of a fresh release of the pre-delivered samples. This likewise applies in the event that the product is manufactured on the basis of the instructions of NMC.
The procedure in Article 4 § 1 shall apply in the following cases: change by the supplier of its sources of supplies of raw materials or components, change of the supplier's production site or major change to the supplier's production process.
In the case of a product developed specifically for NMC or in the case of a product in respect of which NMC has participated, whether directly or indirectly, in either its development or its manufacturing process, the supplier undertakes in all cases to deliver to NMC the object of the contract and to accept all orders from NMC on that subject. NMC undertakes to provide its supplier, as far as possible, with the purchasing forecasts based on the forecasts of its own clients. Unless agreed otherwise in writing, the supplier shall not benefit from any undertaking from NMC to take these estimated amounts.
- 5. Delivery / Passage of risk / Transport / Packaging / Documentation**

Delivery shall be made at the cost of the supplier, free of charge, to the receiving location specified by NMC. In exceptional cases where NMC has to bear the freight costs, the supplier must select the method of carriage prescribed by NMC, or else the type of transport and delivery that is most advantageous for NMC.
The risk shall pass to NMC only on receipt at our receiving location.
The supplier must guarantee safe transport packaging which allows for proper delivery. Any disposal costs in respect of the packaging are to be borne by the supplier.
On every delivery, the delivery dockets, packing slips and invoices must include the following details: NMC order number and item number; NMC item description; the NMC contact person indicated on the order; quantities and quantity units; gross, net and as appropriate computation weight; statistical code of the good/s; remainders outstanding in the case of part deliveries; where agreed, control test certificates, certificates of analysis; batch or lot numbers; in addition, in the case of deliveries of hazardous goods, a safety data sheet in accordance with the valid EU directives and a notice giving concrete information regarding handling and storage.
The REACH regulation requires that before the first delivery and every time a change is made to the composition of the product supplied by the supplier or any revision is made to the REACH regulation, including its annexes, e.g.: 14, 15 and 17 or the lists of substances identified as being dangerous on the basis of another regulation (Excel file of 'directives' to be completed and sent back to NMC), the supplier must inform NMC of the presence of any SVHC listed in the latest version of REACH and its annexes, stating the concentration present of each of the said substances. It must provide NMC with a safety sheet complying with the latest European directives applicable, as well as the detailed handling and storage instructions. The supplier will be held liable for any direct or indirect damage incurred by NMC following an incomplete, out of date or incorrect declaration.
NMC reserves the right to levy a flat-rate charge of a minimum of € 150.- or 2% of the value of the goods to cover any additional expenditure or delays caused to us as a result of defective or missing details. This sum will be withheld from the appropriate invoice. Invoices will remain open for as long as the supplier fails to draw them up correctly.
Partial, over- or under-deliveries, as well as early deliveries or services, require our prior consent.
- 6. Deadlines, default of delivery**

Delivery deadlines agreed are binding and relate, unless otherwise agreed, to the arrival at the place of performance specified in the order. In the event that delays are likely, the supplier must notify this immediately in writing. If a supplier fails to comply with agreed delivery deadlines, it shall be required to compensate NMC for the damage caused by the delayed performance, insofar as it is answerable for the delay.
After a deadline has been extended to no avail, or if interest ceases to exist, NMC shall be entitled to demand compensation for non-performance, or to withdraw from the order concerned. In the case of repeated default of delivery, NMC shall be entitled, after serving due notice, to terminate the order not fulfilled at that point, as a whole, with immediate effect and without cost.
NMC is entitled to return deliveries made before the agreed deadline at the supplier's cost and at its risk, or to charge storage fees.
- 7. Payment and payment conditions**

The prices are fixed prices and net of value-added tax. They include packaging and carriage, unless otherwise agreed in writing. Invoices are to be issued separately for every order.
Payment is made only after the full arrival of the defect-free goods or the complete defect-free performance of the service, and on receipt of the correct invoice. In the case of part deliveries, this applies accordingly. Time delays arising, as a result of incorrect or incomplete invoices shall not affect the agreed discount periods.
Payment will be on choice of NMC with a discount of 3 % if made in 20 workdays or 60 days end of month unless otherwise explicitly agreed in writing.
Payments are to be made by the means of payment of our choice.
The supplier is not entitled, without the prior written consent of NMC, to assign its claims or to have them collected by third parties. The settlement of an invoice does not equate to the relinquishment of a letter of complaint regarding the goods invoiced. In the event of a defective delivery, NMC shall be entitled to retain payment until correct performance.
- 8. Notice of defects, guarantee and liability**

Defective deliveries will be notified by NMC to the supplier immediately in writing, as soon as they are noticed in the ordinary run of business. The supplier shall relinquish the objection of a late letter of complaint.
The supplier guarantees that the items forming the subject of the contract are free of faults and that they meet the agreed specifications and the recognised industry standards.
Where defective goods are supplied, NMC shall be entitled to demand either a repeat delivery or reworking, after prior agreement with the supplier. If the repeat delivery or reworking generates higher costs for NMC in meeting its own delivery deadlines, these are to be borne by the supplier.
If the good is resupplied in a defective state, or if the reworking is unsuccessful, NMC shall be entitled, after written notice, in the event of repeated defective deliveries/defective reworking, to cancel the order without costs, even for the part of the delivery not yet satisfied at this point, with immediate effect.
NMC is entitled, after prior agreement with the supplier, to sort out and return or destroy defective items forming the subject of the contract at the supplier's cost. NMC reserves the right to levy a flat-rate charge of € 150.- to cover any additional claim expenditure.



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Should a supplier fail to comply immediately with NMC's demands for repeat delivery or reworking, NMC may withdraw from the order and return the goods at the supplier's cost and at its risk.

In urgent cases, where possible after first notifying the supplier, NMC may, to the extent necessary in order to meet its own delivery obligations, carry out reworking itself, or have it carried out by a third party, or as appropriate procure the items forming the subject of the contract without defects from third parties. The costs involved in this are to be borne by the supplier.

Where, despite compliance with the regulations in point 8 § 1 of these conditions, a defect is not discovered until after the further processing of the items forming the subject of the contract, the supplier shall be obliged to bear all the costs associated with the exchange or reworking of the defective items forming the subject of the contract, in particular testing, transport, route, work and material costs, etc. These also include the costs of a necessary exchange or the repair of products into which NMC has incorporated defective items forming the subject of the contract and the costs of handling and warranty processing (incidental material charges).

Where, as a result of a series error, the exchange of an entire series of items forming the subject of the contract, or NMC products into which the items forming the subject of the contract have been incorporated is necessary, for example because an error analysis in the individual case is uneconomic, impossible or unreasonable, the supplier shall also refund the above-mentioned costs with regard to the part of the series concerned, which technically shows no defects. The statutory limitation is interrupted by the letter of complaint.

The supplier undertakes to make good all damage caused by itself, its agents or assistants or their agents during the performance of the order.

Where damage to NMC or a third party because of the delivery of defective parts or the defective performance of a service or other prejudice to contractual obligations is caused, the supplier must pay for all such damage in the framework of the legal provisions.

The supplier takes responsibility for the measures taken by NMC or the NMC customer for the purposes of defence against damage (eg recall actions), insofar as it is legally so obliged.

The supplier undertakes to take out product liability insurance in respect of all deliveries made by it and services provided by it, with cover appropriate to the risks in an amount of at least € 5,000,000.- (in words: five million euros) for damage to property and persons including cover for recall costs. The type and scale of the insurance protection including the appointment of the third-party risk insurer are to be proved to NMC on request in an appropriate form.

9. Security of delivery

Any intended technical alteration to the delivery of accepted goods is to be notified promptly by the supplier to NMC, if possible at least 12 months before the introduction of the alteration. In any case, the delivery of altered goods requires NMC's explicit prior written consent, for instance in the context of a renewed initial sample acceptance. Insofar as goods are manufactured to NMC's specifications, this also applies in the case of the alteration itself.

If the supplier intends to discontinue the manufacture of the goods delivered by it, it must inform NMC in writing accordingly at least 12 months in advance, to give NMC plenty of time to find an alternative sourcing option. Should this not be the case, the supplier bears full responsibility as well as the associated direct and indirect extra costs arising.

Changes to the composition of the goods and/or the production process of the supplier which (might) have an impact on the use to which NMC intends to put these goods may be made by the supplier only after prior written approval on the part of NMC.

10. Industrial property rights and protection

The supplier ensures that its delivery and the use to be made of it do not breach industrial property rights, copyrights of third parties or other rights held by third parties and do not infringe legal or official provisions of any kind whatsoever. It indemnifies NMC and its customers from all claims arising from the use of such industrial property rights.

The obligation of protection upon the supplier also extends to all expenses which necessarily arise for NMC in connection with utilisation by a third party or NMC customer.

11. Force majeure

War, civil war, export or trading restrictions on account of a change in political circumstances, together with strikes, lockout, operational disturbances and restrictions and similar events which make it impossible or unreasonable for us to fulfil the contract shall be regarded as constituting force majeure and shall release us for their duration from the duty of timely acceptance. The contractual partners are obliged to notify each other about this accordingly, and to adapt their obligations to the changed circumstances in good faith.

12. Material provided

The materials and appliances provided by NMC, which the supplier requires for its activities, remain the property of NMC. The supplier is obliged to handle them carefully, to store them properly, and to insure them against fire, water and storm damage and other potential risks at reinstatement value.

Before the start of manufacturing, the supplier must inspect the materials provided for visible defects, and conduct an identity examination. During manufacture, the supplier will undertake further examinations and document them in line with instructions. Should the supplier identify any quality defects in the materials or appliances provided by NMC, NMC is to be notified immediately in order to agree the further measures.

As such, it is to be stored separately and used only for NMC orders. The supplier is also liable for impairment of value or loss even without fault.

13. Confidentiality

All information which the supplier receives direct or indirect from NMC, together with all plans, samples or documents, etc. which it draws up during the performance of the order, is confidential. It may not be divulged to third parties, and may be used only for the performance of the contract. The documents are to be issued to NMC without delay at our first time of asking.

Where a separate confidentiality agreement has been concluded with the supplier, its provisions take precedence in any doubt. The obligation of confidentiality applies in the same way for the staff and assistants of the supplier. The duty of confidentiality also applies for prices agreed with the supplier and other contractual conditions.

14. General provisions

Should one contractual partner suspend its payments, or should the opening of insolvency proceedings be applied for against its assets, then the other party is entitled at that point to withdraw from the order in respect of the parts of the delivery still remaining to be completed.

Should a provision in these conditions be or become ineffective, this shall not affect the validity of the remaining conditions. The contractual partners are obliged to replace the invalid provision, by joint agreement, with a regulation which comes as close as possible to its economic effect.

The place of performance is the headquarters of NMC or the receiving stations indicated by NMC.

Only Belgian law shall be applicable.

The place of jurisdiction for all disputes arising in connection with these conditions and the deliveries made in accordance with them shall be the headquarters of NMC, or for complaints by NMC, an otherwise competent court.