

Pelter Pressing – General Purchase Conditions

Article 1: Definitions

The following concepts have the following meaning:

1.1 Services:

Work to be carried out by supplier for client

1.2 Goods:

By supplier to client supplied physical objects

1.3 Client:

PELTER PRESSING, located at Stuifzandstraat 30, 3900 PELT

1.4 Supplier:

The other party of the client

1.5 Agreement:

The written agreements between the client and supplier concerning the supply of goods and/or services.

1.6 Written:

In these conditions, electronic data traffic is equate to written documents

1.7 Conditions:

These general purchasing conditions

Article 2: Applicability

2.1 These conditions apply to all contracts, applications, offers and contracts relating to the supply of goods and/or services by supplier to the client

2.2 The supplier's terms and conditions are explicitly rejected

2.3 Amendments to, or additions to these conditions bind the client only if they have been agreed in writing with the client and apply only to the agreement to which the amendment or supplement has been agreed, unless otherwise agreed in writing

Article 3: Conclusion of the Agreement

3.1 Applications for an offer issued by the client do not bind the client

3.2 Unless otherwise agreed in writing, the supplier's offers shall have a period of validity of at least three months, starting on presentation of the offer

3.3 The costs associated with an offer are only borne by the supplier.

3.4 The agreement is concluded by placing an order

Article 4: Prices

4.1 The prices do not include VAT, cover all costs related to the fulfilment of the supplier's obligations, and are, unless otherwise agreed in writing, based on delivery DDP (INCOTERMS) at the agreed place of delivery

Article 5: Amendments

5.1 The client is empowered, in consultation with the supplier, to change the size and/or status of the goods and/or services to be delivered. If the requested change affects the agreed price, time of delivery or other relevant circumstances, the supplier is obliged to inform the client thereof as soon as possible, no later than 2 working days after notification of the requested change.

5.2 Supplier is only entitled to offer and provide the goods and/or services requested by the client. any deviation on the application specified by the client must be agreed in writing in advance.

5.3 If the supplier offers goods and/or services that do not fully comply with the specifications in the client's application, without express written notification of this derogation, and consent from the client. Is this always at the expense and at the risk of the supplier, even if there is a standard order.

Article 6: Billing and Payment

6.1 Unless otherwise agreed in writing, the supplier will invoice the goods and/or services he provides only to the client after delivery of those goods and/or services.

6.2 The right to invoice expires on the course of 6 months from the date on which the goods and/or services in question were delivered to the client.

6.3 Supplier must indicate on its invoice the following matters:

Invoice date, invoice number, expiry date, quantity of goods delivered, description of goods delivered, price, order number supplier,

Delivery note number or order number client.

If the agreement is intended to provide services that are charged to the client on an hourly or daily basis, the supplier must also attach a detailed hour or day of accountability. Invoices that do not meet these requirements will be returned by the client requesting the addition of the missing data.

6.4 if the invoice has been approved by the client, the client will pay the invoice, 30 days after invoice date, by the end of the month. If the invoice did not meet the requirements referred to in Article 6.3, this period shall take place on the first day of the following month, following that in which the client has received a sound invoice from the supplier

6.5 Payment by the client does not in any way entail a waiver of entitlement.

6.6 The client is empowered to set off the amounts he owes to the supplier by the amounts he has to claim from the supplier.

Article 7: delivery

7.1 Unless otherwise agreed in writing, the delivery shall take place DDP (INCOTERMS) at the agreed place of delivery. Supplier may only deliver early or in parts if the Client has granted permission.

7.2 The agreed time of delivery by supplier is essential for the client. In the case of untimely delivery, the supplier is therefore in default without further default.

7.3 The supplier must immediately (in writing) inform the client of the imminent overrun of the agreed time of delivery.

7.4 The supplier shall be obliged to make available to the client the documentation associated with the goods and/or services to be supplied prior to, or at the same time as delivery. The client is free in the use of this documentation.

7.5 Goods must be properly and adequately packed, taking into account additional requirements of the client so that they can reach the place of destination in good condition and are well received there.

7.6 In the case of oversupplied goods, the client has the right to refuse the oversupplied. The contractor receives a message and then has to pick up the goods himself and make a credit note.

7.7 If fewer goods are delivered than ordered, the supplier must supplement this to the quantity ordered, unless written agreement has been given for those under delivery.

Article 8: Guarantees

8.1 The supplier undertakes a warranty period of at least 24 months, starting with the delivery date of the agreed goods and/or services.

8.2 The supplier shall ensure that the goods comply with mandatory requirements such as, among other things, but not limited to, health, safety, environment (Reach, ROHS, 3TG conflict minerals), applicable in the country for which the goods are intended.

8.3 If the client finds that the goods and/or services provided by the supplier do not comply with the warranty's provided for in Article 8.2, the client will inform the supplier in writing as soon as possible. Supplier will take care within 5 days (or otherwise if agreed) to replace or repair the defects identified by the client. If the supplier does not comply with this obligation, the client has the right, at supplier's expense, to purchase the necessary goods from a third party (to have the necessary services provided by a third party). This without prejudice to all the rights that the client accrues under this agreement or the law.

Article 9: Inspection

9.1 the client is entitled, but not obliged, to have the goods and/or services, approved, both prior and after their delivery. The inspection itself does not include the supply, purchase or acceptance of those goods and/or services.

9.2 the supplier will cooperate free of charge in the inspection and will give the client or his representative access to the place where the goods are manufactured or stored, or where the services are provided. The supplier also provides the client or his representative with all the information that the client reasonably needs, to assess whether the supplier fulfils its obligations under the agreement.

9.3 in the event of disapproval, the provisions of Article 8.3 of these conditions shall apply

9.4 in the event of non-conformity of the goods delivered, the supplier will respect the following reaction periods.
1st 24h: supplier confirms receipt of the complaint and starts initial containment and corrective actions. Within 10 working days: supplier hands over the 8D report. Has analyzed and determined the root cause. Permanent actions are identified, verified, validated, and implemented where possible.

9.5 Periodic reviews. The supplier will be reviewed periodically by the client, and will be informed of the results. In the event of an insufficient assessment, it can be decided that further measures are needed.

Article 10: Staff

10.1 Before the start of the implementation of the agreement, the supplier and his staff should be informed of the content of the rules and regulations in force on the premises and buildings of the client, including safety, health and the environment, and behave accordingly.

Article 11: Property

11.1 All the production tools, materials, products and components that the client has made available to the supplier for the performance of the contract remain the property of the client.

11.2 Where the agreement is intended to process materials or products made available by the client, and the supplier falls short of its obligations in such a way that the materials are no longer usable, the supplier must reimburse the materials to the client, without prejudice to all the rights which the client accrues under that agreement or the law.

11.3 The client reserves the right at all times and under all circumstances to take back his property, indifferent to whether they have already been processed by the supplier, at reimbursement of any processing costs owed by the client.

11.4 The supplier holds the production tools, materials, products and parts that belong to the client as a user for the client. In this respect, the supplier ensures that the production tools, materials, products and components are characterised in such a way that it is clear to third parties that their ownership belongs to the client. The supplier will adequately protect them from damage caused by loss, damage or theft.

Article 12: Secrecy

12.1 The supplier will use all of the client's data and information only to implement the agreement. All this data and information will remain the property of the client and, to the extent in written form, will be immediately returned to the client at the request of the client, as well as all copies thereof. The supplier is obliged to maintain absolute confidentiality of this data and information.

Article 13: Insurance

13.1 The supplier will ensure and keep his liability to the client sufficient under the contract or the law. And will present evidence of this at the request of the client.

Article 14: Dissolution, denunciation

14.1 If the supplier does not, in good time or does not properly fulfil any obligation under the contract, as well as in the event of bankruptcy, subcurator or liquidation of the supplier's undertaking, the client shall be entitled without judicial intervention and without default, by delaying a single written declaration, the contract or part thereof

Article 15: Disputes and applicable law

15.1 All agreements to which these conditions apply in whole or in part shall apply to Belgian law.

15.2 Disputes between the parties will be resolved as far as possible through good consultation. If both parties do not reach a solution, all disputes arising from applications, offers, contracts and agreements, in any case, will be tried by the competent court in the district in which the client's company is located.

Article 16: Final provisions

16.1 The supplier has the right only to outsource his activities to third parties under the contract after the prior consent of the client. Regardless of this consent, the supplier remains liable for the timely and sound fulfilment of the contract.

16.2 The rights and obligations arising from the supplier under the contract shall not be transferable.

16.3 In case of deviations between the Dutch version and the English translation, the Dutch text will take precedence