

## GENERAL PURCHASING TERMS

**As from April 1st 2018**

- 1. DEFINITIONS**
- 1.1. The term "Buyer" refers to the company Alpha Innovations S.A., purchasing Products and/or Services in accordance with the present terms and conditions.
- 1.2. The term "Vendor" means any company providing products and/or Services to the Buyer.
- 1.3. The term "Agreement" means any voluntary agreement between the Parties, relating to the purchase and sale of products and/or Services.
- 1.4. The term "Products" means any product or service purchased by Alpha Innovations S.A. in accordance with present terms and conditions.
- 1.5. The term "Defective Product" means any product or service not compliant with the specifications, including technical, identified or established by the Buyer, or any product inconsistent with its intended use. In the absence of specifications established by the Buyer, "Defective Product" means any product not in compliance with the approved samples. In the absence of approved sample, "Defective Product" means any product not in compliance with generally accepted industry standard products.
- 2. ORDER OF PREVALENCE**
- The order is subject to the following conditions and in order of prevalence:
  - 1) the specific conditions indicated on the purchase order and without prejudice to the General Purchasing terms and conditions
  - 2) the present General Purchasing terms and conditions
  - 3) the technical specifications of the Buyer
  - 4) the technical specifications of the Vendor
  - 5) the General Terms and Conditions of Sale of the Vendor
- 3. ORDER CONFIRMATION**
- 3.1. The confirmation of the order implies acceptance of the General Purchasing terms and conditions.
- 3.2. The Vendor will acknowledge receipt and acceptance of this order by e-mail to Buyer's contact, within a period of 3 working days after receipt thereof. The acknowledgement will indicate the price and the agreed delivery date. In the absence of reaction of the Vendor within 3 days, the Buyer reserves the right to notify the Vendor that either the order is considered as accepted without reservation to the conditions of the Buyer, or that the order is cancelled without being required to pay any compensation.
- 4. AUDIT / QUALITY / DOCUMENTATION**
- 4.1. The Buyer reserves the right to inspect the production of the Vendor, collect samples and carry out all the investigations it deems necessary at the manufacturing premises of the Vendor.
- 4.2. It is up to the Vendor to ensure that the Buyer can exercise its right of supervision, even when production is intended, partially or totally, to other Buyers on the day of the control.
- 4.3. It is up to the Vendor to report the technical specifications of its Products/Services, including mechanical, electrical, electronic, chemical incompatibilities, as well as the critical levels of use to the Buyer.
- 5. OUTSOURCING**
- 5.1. The Vendor may not subcontract any part of the Agreement without the prior written consent of the Buyer.
- 5.2. The use of outsourcing does not relieve the Vendor of its obligations and liability under the Agreement.
- 5.3. In the case of outsourcing, it shall be the duty of the Vendor to respect and enforce the confidentiality agreement that binds him with the Buyer.
- 6. INTELLECTUAL PROPERTY**
- 6.1. The Vendor certifies that the products don't violate any right of Intellectual Property held by a third party. The Vendor shall compensate the Buyer for all the costs associated with or relating to the products and/or their incorporation in the final products sold by the Buyer or a customer of it, provided that such products violate a right of intellectual property owned by a third party. The Vendor will assist the Buyer, and on request of the Buyer, will defend the Buyer at the Vendor's expense in the lawsuits that may be lodged against him due to this violation of an Intellectual Property right.
- 6.2. In the event that the Vendor writes or collects notes, reports, data or any other information regardless of the media (hereinafter named Documentation) for the Buyer, they will be the exclusive property of the Buyer. As such, the Vendor agrees to transfer all of its possible intellectual property rights on said documentation, including the reproductive rights, use, representation, incorporation, modification, translation, broadcast, on any medium or format, for the entire legal duration of protection provided for by the law on the protection of intellectual property, and for the whole world for the purpose of use or sale of the Product. Furthermore, the Vendor may not use the documentation produced for the Buyer without the prior written consent of the latter.
- 6.3. When the Vendor makes improvements to a product of the Buyer, the Buyer still holds any right of ownership on these changes designed and/or implemented within the framework of the order. Therefore, the Vendor undertakes to immediately inform the Buyer of any improvement of its products as well as to grant him all the related intellectual property rights. In addition, the Vendor agrees to facilitate the work of the Buyer, at the Buyer's expense, as to enable him to make any deposit that latter deems useful to the protection and preservation of the rights referred to in articles 6.1 and 6.2 hereof.
- 7. CONFIDENTIALITY AND DATA PROTECTION**
- 7.1. The designs, plans, samples, tools, drawings, programs, and other information provided by one party to the other party may not be used by the receiving party for purposes other than the performance of the agreement and may not be reproduced or disclosed to third parties without the written consent of the disclosing party.
- 7.2. At the request of the disclosing party, the receiving party shall return all documents and data, including their copies, as they were received from the disclosing party. Similarly, the copies made by any of the parties or at the request of either party must be immediately destroyed.
- 7.3. The Vendor will do no advertising, without the written consent of the Buyer, on the fact that it provides goods and/or services to the Buyer or that he has been chosen to do so. In addition, the Vendor may not, without the prior written agreement of the Buyer, use the name or logo of the Buyer, its brand or any other distinctive sign, protected or not.
- 7.4. The designs, plans, samples, drawings and projects carried out at the request of the Buyer are the property of the Buyer.
- 7.5. The Vendor commits to sign an NDA (Non Disclosure Agreement) on request of the Buyer.
- 7.6. During the delivery the Vendor will give free of charge to the Buyer, all the required number of documents, drawings and plans necessary to assemble, to start, to operate and do the maintenance of the Products.
- 7.7. The Vendor certifies compliance with the law on the protection of personal data, applicable from May 25, 2018 on.
- 7.8. In the event of failure to abide by any one of these clauses, the injured party may claim compensation equivalent to the harm that it deems to have suffered.
- 8. PRICES AND QUANTITIES**
- 8.1. By default, the prices are expressed in euros without value added tax.
- 8.2. The prices are expressed by units, namely in pieces (PC), in meters (MR), in sets (ST), in litres (L), in kilograms (KG)
- 8.3. The price indicated on the order and/or confirmed on the order confirmation is non-revisable. It is the same for orders with on-call delivery.
- 8.4. The price includes packaging and handling. No additional cost, not announced on the order acknowledgement, will be accepted by the Buyer.
- 8.5. The quantities delivered will correspond to the quantities ordered. If the quantity ordered cannot be respected for packaging or production reasons, it shall be the duty of the Vendor to report it to the Buyer on the acknowledgement of receipt. In case the Vendor didn't notify the Buyer of a difference of amounts at the time of the acknowledgement of receipt, the Buyer shall be entitled to refuse the surplus or even the entire batch.
- 9. COMPLIANCE AND WARRANTY**
- 9.1. The Vendor guarantees that the product and/or service corresponds in all respects to the product and/or services ordered by the Buyer, both at the level of the reference, quality, materials, dimensions, performance, usage and the options.
- 9.2. The Vendor will provide, with each order or with annual value, a certificate of compliance, as well as a REACH and ROHS statement.
- 9.3. The Vendor guarantees the conformity of its products and/or Services for a period of 2 years from the date of receipt of the goods and/or Services by the Buyer. During the warranty period, the Vendor will support compliance of products with an obligation to achieve a fixed result within a given time-limit. No extra cost can be claimed from the Buyer.
- 10. DELIVERY**
- 10.1. Unless otherwise agreed, the order is concluded DAP/DDP (incoterms 2010) address of delivery indicated by the Buyer.
- 10.2. The delivery will be done on the day agreed by the Parties. In case of delay, it is up to the Vendor to communicate the rescheduled delivery date to the Buyer as soon as possible.
- 10.3. Any delivery must be accompanied by a delivery note showing the order number of the Buyer as well as its articles references.
- 10.4. Each article must be clearly identified using the Buyer's reference, or at least the Vendor's reference.
- 10.5. It is up to the Vendor to prove delivery. In the case where the Vendor could not provide a detailed delivery slip signed by an authorized person to the Buyer, the delivery is considered as not having occurred.
- 10.6. The receipt of goods and/or Services is subject to control. The Buyer is granted a period of 10 working days to control the unpackaged goods, and a period of 3 calendar months for the packaged goods. The Buyer can open a litigation if appropriate.
- 10.7. In addition, and in case of order forecasts, the Buyer reserves the right to delay the delivery of the Products and/or Services ordered for a period of 3 months. No storage charge or any additional costs can be claimed. The Products may not be sold to another customer.
- 10.8. In case the Buyer supplies parts to the Vendor for machining or processing, following loss rate is granted to the Vendor: a 3% loss rate by reference whose number is greater than one hundred pieces, a 2% loss rate by reference whose number is greater than 50 pieces, and a 0% loss rate by reference with the number less than fifty parts. In the case of a higher loss rate, all of the losses will be charged to the Vendor at its purchase price plus related expenses (administrative and transportation costs brought into account by the manufacturer of the Buyer).
- 11. PENALTIES**
- 11.1. The Buyer reserves the right to apply a penalty in cases where:
  - The delivery date is not respected
  - Non-compliance of parts would imply a return or an additional manipulation, delaying the actual availability of parts
  - Force Majeure cannot be invoked.

The applied penalty amounts to 1% of the value of the parts per week behind schedule, or the amount of the penalties imposed by the final customer.
- 12. FORCE MAJEURE**
- 12.1. Is considered case of force major all events which are sudden, unpredictable, insurmountable, external and independent of the will of the Parties.
- 12.2. Neither party can be held responsible for any non-performance of an obligation due to events of force majeure, such as: collective conflicts, wildcat strikes, riots, insurrection, war, fire, flood, or if execution is prevented by Government decision.
- 12.3. The announced strikes, announced bad weather, maintenance of machinery, lack of availability of means of transport, are not considered as cases of force majeure.
- 12.4. If one of the Parties wishes to invoke the case of Force Majeure, it must notify the other party immediately and in writing, by justifying what constitutes Force Majeure.
- 13. INSURANCES**
- 13.1. The Vendor certifies and will demonstrate at the request of the buyer, that he is insured in professional and civil liability against loss and/or direct or indirect damage, therefore engaging its responsibility or that of its subcontractors.
- 14. COMPLIANCE WITH THE LAW**
- 14.1. Any agreement between the Vendor and the Buyer will be subject to the law applicable in the country where the Buyer has its main activity, to the exclusion of the rules on the conflict of laws.
- 15. TERMINATION**
- 15.1. The Buyer reserves the right to cancel the order without notice and without compensation in following cases:
  - when the ability of the Vendor to meet the requirements, quality or deadline of the Buyer may reasonably be questioned;
  - when one of the clauses of the present General Terms and Conditions is not respected
- 15.2. If the Vendor wants to cancel the order, without invoking the case of Force Majeure it will firstly have to refund the prepaid amount when appropriate, and on the other hand, pay an indemnity equivalent to 5% of the value of the order cancelled per week.
- 15.3. The two Parties may cancel the order, without invoking the case of Force Majeure, and without compensation to the other party, if one of them were to become insolvent or occurring a judicial reorganization or liquidation procedure.
- 16. BILLING / PAYMENT**
- 16.1. Invoices to Buyers will be sent to  
ALPHA INNOVATIONS S.A.  
ACCOUNTING SERVICE  
Avenue Alexander Fleming 1  
1348 Louvain-la-Neuve  
Or by email to the address [accounting@alphainnovations.eu](mailto:accounting@alphainnovations.eu)
- 16.2. To be valid, any invoice must:
  - mention the Buyers' purchase order number
  - mention the articles to which it refers
  - be relative to goods and/or Services actually delivered and for which no litigation is underway.
  - include costs such as they have been agreed, at the latest at the time of the acknowledgement of receipt
- 16.3. By default, and unless otherwise agreed, invoices are payable within 60 days end of month.
- 16.4. The payment of the invoice does not deprive the Buyer of its rights.
- 16.5. For orders above € 20,000, the buyer reserves the right to ask the Vendor:
  - for a bank guarantee if the Vendor requests the payment of a deposit;
  - for a guarantee of performance equivalent to 10% of the amount of the order, open prior to the payment of the Bill, and for a validity of 2 years from the date of receipt of the goods and/or Services by the Buyer.
- 17. DISPUTES**
- 17.1. In the event of a dispute, only the commercial court of the District of Nivelles is competent.

The Buyer reserves the right to amend these General Purchasing Terms and Conditions at any moment.