

## GENERAL PURCHASE TERMS FOR IN2-CONCRETE ENTITIES

Version applicable for orders as from 03/10/2017.

### 1. Definitions

“Contract” means the contract between the IN2-CONCRETE entity (see Annex 1, hereafter referred to as the Purchaser) and the Supplier, which shall consist of the Purchase Order, these general purchase terms, the specification and such other terms referred to in the Purchase Order. “Deliverables” means the goods and/or services described in the Purchase Order. “Purchase Order” means the order described in IN2-CONCRETE’s order form for the supply of the Deliverables incorporating these general purchase terms. “Supplier” means the supplier described in the Purchase Order.

### 2. Purchase Orders

Only orders placed using the Purchaser’s Order form shall be accepted by the Supplier, whether said Purchase Order is sent by mail, fax, e-mail or any other (electronic) communication tool. Verbal orders are invalid.

### 3. Acceptance of Purchase Order

The Suppliers have the obligation to acknowledge receipt of the Purchase Order within a period of 3 calendar days from the date of the receipt of the Purchase Order and they have to accept the Purchase Order by e-mail or any other electronic communication tool. The Purchaser may cancel any Purchase Order not accepted within this period, without such cancellation giving any right to claim compensation.

Any other terms referred to in the Purchase Order shall take precedence over these general purchase terms in the event of a conflict. No terms or conditions of the Supplier which appear on any order confirmation, invoice, delivery note or other documentation relating to the Deliverables shall form part of the Contract and the Supplier waives any rights that it might otherwise have to rely on such terms and conditions.

### 4. Packaging – Marking

Ownership of the packaging shall transfer to the Purchaser without the Supplier being able to claim its value. Any damage caused to the Deliverables due to lack of suitable protection shall be borne by the Supplier.

The Deliverables shall be accompanied by a dispatch note which identifies the Supplier’s full name and address, the Purchase Order number, the description of the Deliverables, the Purchaser’s product code, the quantity delivered per box and per pallet, as well as all markings required by Belgian and European regulations. The Purchaser reserves the right to return any Deliverables that arrive without a dispatch note at the expense and risk of the Supplier, and in any case to have him bear any charges and expenses due to the lack of information upon the arrival of the consignments.

### 5. Delivery

1. 5.1 The Deliverables shall be delivered according to the stipulations of the Incoterms 2000 (see delivery specifications per legal entity in Annex 1) unless any other conditions were agreed upon in the Contract.
2. 5.2 The agreed period fixed in the Contract must be strictly adhered to. The delivery date is understood to be the date on which the Deliverables are delivered to the delivery address stipulated on the Purchase Order.
3. 5.3 The Deliverables shall be delivered carriage free to the Purchaser's stores. They are transported at the Supplier's own risk until delivery to the Purchaser is complete (including off-loading and stacking in the case of goods). The insurance of the Deliverables shall be covered by the Supplier.

4. No transport costs shall be charged to the Purchaser for orders over 2.000€ excl VAT. The Supplier agrees not to charge any transport costs for these orders.

## 6. Defects - Acceptance

6.1 The Supplier guarantees that the supplied Deliverables are free from all visible and hidden defects, that they are in conformity with the stipulations of the agreement, with the highest state of the technology, with all statutory and administrative provisions, and with the highest requirements of usefulness, reliability and life span.

6.2 The acceptance of the delivered Deliverables shall only take place after full inspection in the Purchaser's factories or stores. The simple taking of delivery by the reception service cannot be regarded as acceptance. In case of refusal of the complete or partial delivery, the Supplier needs to replace the Deliverables as soon as possible. This replacement needs to be executed at the same prices and conditions as determined in the original purchase order.

Furthermore, the Purchaser shall be entitled to control the object of the delivery at the Supplier's premises, or at the premises of his subcontractors, at any level and in any stage of the production process.

Notwithstanding prior payment, the Purchaser may refuse any delivery that does not conform to the provisions of the Contract. The Supplier shall be obliged to take back at his own risk and expense, the Deliverables refused or those that exceed the quantities ordered, even if they have already been put into store.

The Purchaser shall be entitled to either terminate the Contract according to Article 7 of the present terms, or ask that the Deliverables be replaced as soon as possible at the Suppliers' sole cost and risk.

Failure to deliver within the agreed period Upon failure to deliver within the agreed period, without the need for any formal notice of default, and except in case of duly established accident or force majeure, the purchase price shall be reduced by agreed compensation of 10% if the delay is longer than 10 working days. If the delay exceeds 20 working days the Purchaser has the right to terminate the Order, without any compensation for the Supplier.

## 7. Termination

If the Supplier commits a breach of an obligation contained in the Contract, becomes insolvent, or is declared bankrupt, makes any composition or arrangement with its creditors, has a receiver appointed over any part of its undertaking or is compulsorily or voluntarily subject, or involved in any insolvency procedure, or if the Purchaser reasonably believes that such events may occur, the Purchaser shall be entitled, without prejudice to its legal rights or remedies, to suspend performance of or to terminate the Contract without prior notice and with immediate effect and in the event of termination to keep any Deliverables or any items belonging to the Purchaser and to enter the Supplier's premises for that purpose, subject to possible legal restrictions.

In the event of termination, or in that of expiration, for any reason whatsoever, the Supplier shall return to the Purchaser within 24 hours all documents, regardless the form related to the Deliverables and all other articles or items that might have been made available to the Supplier in the framework of the Contract.

## 8. Safety

The delivery operations, the provision of services, performed on the grounds or on the premises of the purchaser by the personnel of the Supplier, shall be carried out under the latter's sole responsibility. This responsibility shall in particular extend to any violation of the statutory labor protection laws and regulations regarding matters of protection at work.

## 9. Invoices

Invoices shall be made out in the name of the company for account of which the order was placed (see Annex 1) and shall be addressed including the VAT number to the IN2-CONCRETE Company.

Only digital invoices and only in PDF format are accepted which are sent to the invoice e-mail address of the Purchasing party (see annex 1). Invoices must be included as attachment in one A4 size document and in PDF format only to be able to process. Each invoice document shall as the last page contain a copy of the purchase order. Invoices without purchase orders are not accepted. This e-mail address can only be used for invoices, reminders, credit notes, ... All other documents or e-mails will be deleted.

Invoices received by traditional mail, sent to another e-mail address or not in PDF format will not be received or payed and will be deleted.

Except where otherwise agreed, each Purchase Order shall require a separate invoice which must show the Purchase Order number or order date in case there is no purchase order number provided on the order. Any invoice not conforming to this requirement will not be recorded and payment to the Supplier will be delayed. Services and products shall be invoiced in accordance with the particular terms specified on the front of this order form. The service provider has formally agreed to comply with all legal obligations relating to his own status and to provide evidence of this on simple request of the purchaser.

Invoices are only accepted after full delivery of the order. Only invoices are accepted that match the ordered quantity on the purchase orders.

*So to send an invoice that will be accepted the Supplier shall:*

- *after full delivery of the order, scan the invoice together with the purchase order to a PDF file*
- *send this scan to the invoicing address*

## 10. Payment

Payment shall be made 60 days from the invoice date.

Delay interest for late payment is calculated at the statutory rate & may only be charged after the Purchaser has been formally notified by the Supplier.

## 11. Confidentiality

The Supplier undertakes to keep confidential with respect to any third party all information or documents which have come to his knowledge within the framework of the Contract. This obligation of confidentiality shall continue to apply until this information becomes public otherwise than through unauthorized disclosure by the Purchaser.

## 12. Privacy

12.1 The Parties shall respect all the provisions of the Belgian Data Privacy Act, of «la loi du 8 décembre 1992 relative à la protection de la vie privée à l'égard des traitements à caractère personnel» (transposing the Directive 95/46/EC of 24 October 1995), and his implementing Royal Decrees. For the purposes of the following clauses, « personal data», « process/processing», « data subject» shall have the same meaning as in the Belgian Data Privacy Act.

12.2 The execution of the Contract implies that the Parties transfer “personal data” to each other, particularly data related to their respective employees.

### 13. Intellectual Property

Any invention or discovery (whether patentable or not), copyright (rights of reproduction, publication, representation, adaptation, and modification), design and model right or confidential know-how or other intellectual property ("IPR") conceived, produced, or reduced to practice by the Supplier in performing the Contract which relates to the Purchaser's business or is based on information or materials supplied by the Purchaser shall be the Purchaser's exclusive property. No royalty or other payment shall be due from the Purchaser in respect of such assignment and the Supplier will, at the Purchaser's sole expense, execute all formalities necessary for such assignment to the Purchaser. The Purchaser shall be granted such assignment for the whole world, it being understood that the rights are transferred for the same duration as the applicable statutory duration of protection of the intellectual property rights, in accordance with national and international rules and regulations in force in each national territory.

### 14. Warranties and Indemnification

The Supplier warrants that the Deliverables: (i) will not infringe the intellectual property rights of any third party (ii) will comply with the specification and all applicable laws and regulations and other requirements that the Purchaser may reasonably impose (iii) in the case of goods, shall be free from liens, sureties, privileges and defects, shall be of satisfactory quality and shall be suitable for the Purchaser's intended purposes to the extent that such purposes are known or ought reasonably be known to the Supplier and (iv) in the case of services, will be performed diligently and will comply with the strictest professional criteria.

The Supplier's acceptance of an order of the Purchaser implies that the Supplier agrees to guarantee the delivery of spare parts during the entire usual period of utilization of the Deliverables.

The Supplier agrees to defend, indemnify and hold harmless the Purchaser and its associated companies against all liability, judgments, damages, losses and expenses resulting from any breach of warranty or failure by the Supplier to comply with the Contract.

### 15. General

The Supplier shall ensure that its employees, agents and sub-contractors comply with applicable data protection laws. If the Supplier is required to process any personal data on the Purchaser's behalf relating to the Purchaser's employees, the Supplier shall only do so in accordance with the Purchaser's instructions and shall take all appropriate technical and organizational measures to prevent unauthorized or unlawful processing or loss or destruction of or damage to such data.

Prior to the execution of the Contract, the Supplier shall communicate his recognition and / or registration number to the Purchaser each time that such recognition and / or registration shall be required by law or by any other regulations for the delivery of the Deliverables which were ordered by the Purchaser.

At any moment, the Supplier shall furnish a proof of payment of the social security contributions to which he shall be obliged, until the date of the execution of the Contract. Moreover, the Supplier shall answer any Purchaser's request for information relating the payment of the current trimesters.

The Supplier shall inform the Purchaser about any event of loss of the recognition and / or registration number during the duration of the Contract. In that event, the Purchaser shall be entitled, without prejudice to its legal rights or remedies, to suspend performance of the Contract until the delivery by the Supplier of a statement of the competent authority establishing that the situation has been regulated, or to terminate the Contract without prior notice and with immediate effect and in the event of termination to keep any Deliverables or any items belonging to the Purchaser and to enter the Supplier's premises for that purpose, subject to possible legal restrictions.

Without prejudice to the aforementioned dispositions, the Supplier shall be held to compensate the Purchaser for his damage resulting from the loss of the recognition and / or registration number.

The Supplier shall not assign or sub-contract any of its rights or obligations under the Contract without the Purchaser's prior written consent. The Supplier shall remain liable for the acts and omissions of its subcontractors as if such acts and omissions had been performed by the Supplier.

The failure of a party to enforce a provision of the Contract shall not constitute a waiver or affect its right to enforce such provision.

The Supplier shall not, without the Purchaser's prior written agreement, announce or provide to any other party, information relating to the existence of the Contract or use the Purchaser's name in any format for any promotion, publicity, marketing or advertising purpose.

No modification or alteration of any kind to the Contract shall be made except in writing duly signed by authorized representatives of each party.

The Contract is for the sole benefit of the Purchaser and the Supplier and he shall not inure to the benefit of any third party (other than successors and permitted assignees).

#### 16. Specific obligations for foreign Suppliers of services

The Supplier represents and guarantees being fully informed of the legal conditions to engage employees or self-employed persons in Belgium, (i.e those mandates from the Supplier that have an independent status for the purposes of social security in Belgium) foreigners may be committed in Belgium & the Supplier will be responsible in particular for the mandatory prior Limosa-declaration ([www.limosabe.be](http://www.limosabe.be)). Ultimately 24 hours prior to starting the assignment, the Supplier shall submit to the Purchaser (IN2-CONCRETE) a copy of the (i) Limosa declaration certificate (Limosa-1) of each assigned employee/self-employed person and (ii) the general certificate with an overview of all declared employees/self-employed persons. All employees and self-employed persons forming part of Supplier's business, shall at all times be in the possession of (i) their personal secondment form (E101), (ii) their personal Limosa-1 declaration certificate and (iii) their passport or identity card. If the assignment lasts longer than initially foreseen and declared, the Supplier shall – prior to the expiry of the initially foreseen and declared duration – issue a new declaration. The new Limosa declaration certificate shall be submitted to Purchaser at least 24 hours prior to the expiry of the initially foreseen and declared duration. The Supplier also confirms that (i) does not use and do not employ illegal employees in Belgium (ii) does not sub-contact all or part of a sub-contractor employing foreigners stay illegal in Belgium and (iii) comply with all the provision of the Act of 11 February 2013 on sanctions & measures against employers of illegally staying third-country nationals staying illegally. The Supplier undertakes to cooperate with the identity control. In case the required documents cannot be produced by Supplier's employees and/or self-employed persons, the Purchaser is entitled to deny the Supplier, its employees and/or self-employed persons, access to Purchaser's facilities and to terminate the Contract immediately without any indemnity being due, and without prejudice to Purchaser's right to claim damages. The Supplier agrees to defend, indemnify and preserve the Purchaser and related companies from any losses due to non-compliance with this Article 16. If Purchaser is penalized as a result of non-compliance of the above-mentioned obligations by Supplier, its employees and/or self-employed persons, the Purchaser is entitled to full recourse from Supplier, inter alia by setting off invoices. If the Supplier partially or fully sub-contracts the assignment (subject to Purchaser's prior consent) to a foreign business, the Supplier shall be liable for the compliance with above-mentioned obligations by such foreign business.

#### 17. FCPA – Contract Provisions

##### 17.1. Supplier represents and warrants that:

1. Supplier is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to provide the goods or services in this agreement, and no regulations or other obligations prohibit it from providing such goods or services;
2. Supplier has not and will not in the future directly or indirectly offer or pay, or authorize the offer or payment, of any money or anything of value in an effort to influence any Government Official or any

other person in order for IN2-CONCRETE to improperly obtain or retain business or to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment;

17.2. IN2-CONCRETE may terminate the contract if Supplier breaches any of the above Representations and Warranties. In the event of termination, Supplier shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and Supplier shall be liable for damages or remedies as provided by law. Further, Supplier will indemnify and hold IN2-CONCRETE harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of Supplier's failure to comply with its obligations under this Agreement.

#### 18. Jurisdiction – Competence

1. 18.1 The Contract is governed by Belgian law. The United Nations Treaty on International Sales Contracts (Treaty of Vienna dated 11 April 1980) does not apply to this agreement.
2. 18.2 All disputes relating to the Contract shall exclusively be within the competence of the courts of the District of Ghent (Belgium).

## Annex 1

### IN2-CONCRETE General Purchase Conditions- September 2017

#### List of IN2-CONCRETE entities applying Belgian legislation

- IN2-CONCRETE BVBA gijzenzelestraat 10, 9860 Gijzenzele.
- FAST-GRIND BVBA gijzenzelestraat 10, 9860 Gijzenzele.
- GUARD INDUSTRIE BVBA gijzenzelestraat 10, 9860 Gijzenzele.

#### Packaging & Delivery

All deliveries should be made to the following address:

**IN2-CONCRETE BVBA**  
**Gontrode Heirweg 136/006**  
**9090 MELLE**  
**BELGIUM**

The code for the gate of the automated delivery warehouse is: 2015

All deliveries must be made within 5 working days after the order date or on the specific delivery date mentioned on the Purchase Order. In case Supplier is not able to deliver within this period Supplier shall confirm the delivery delay on the order confirmation. If the delivery time exceeds 5 working days the Purchaser has the right to cancel the Order, without any compensation for the Supplier.

Failure to deliver within the agreed period, without the need for any formal notice of default, and except in case of duly established accident or force majeure, the purchase price shall be reduced by agreed compensation of 10%. If the delay exceeds 10 working days the Purchaser has the right to terminate the Order, without any compensation for the Supplier.

Excepted in case of a prior written agreement, delivery shall take place during normal office hours (from Monday through Friday from 8 h to 17 h).