

GENERAL PURCHASE CONDITIONS

These General Purchasing Conditions are determined by the limited liability company **ARRANGED**, a company duly established and validly existing in accordance with Belgian Law, with registered office at 3740 Bilzen (Belgium), Meremweg 37C, with company registration number 0836.709.429, RPR Antwerp, division Tongeren, and known to the VAT-administration under number BE0836.709.429 (hereinafter "**ARRANGED**").

1. SCOPE OF APPLICATION

1.1. Notwithstanding any communications to the contrary in the past or future, the Seller accepts by sending a quotation to or concluding a sales contract with **ARRANGED** that only the following provisions apply to all contractual, precontractual and non-contractual legal relationships between **ARRANGED** and the Seller, both current and future (in descending ranking order, the next in the absence or by implication of the previous one): (1) the written and signed special agreement, (2) the written order confirmation, (3) these General Purchasing Conditions, (4) Articles 4-37 and 41-88 of the Vienna Convention on the International Sale of Goods, (5) the Unidroit Principles and (6) Belgian law, to the exclusion of Articles 1-3, 38-40 and 89-101 of the Vienna Convention on International Sale of Goods.

ARRANGED rejects all other provisions and conditions, only with the exception of terms and conditions that **ARRANGED** explicitly signs as agreed. These exceptions, explicitly signed as agreed, only apply to the agreement to which they relate and cannot be invoked in the case of other, even similar agreements.

1.2. If one or part of a provision of these General Purchasing Conditions should be rendered null and void, the rest of the provisions and/or the remainder of that provision shall remain valid. If one or part of the provisions is rendered null and void, **ARRANGED** and the Seller, as far as is possible and according to their own loyalty and convictions, shall negotiate to replace the invalid provision with an equivalent provision in the general spirit of these General Purchasing Conditions.

1.3. **ARRANGED** reserves the right to amend and/or adjust its General Purchasing Conditions at any time.

1.4. By the term Seller is also understood anyone who sends a quotation or concludes a sales agreement with **ARRANGED** in the name and/or for the account of a third party.

2. QUOTATION, ORDER AND ORDER CONFIRMATION

2.1. **ARRANGED** can withdraw all its price requests at any time whatsoever. All price requests by **ARRANGED** are in any case without obligation and shall be solely deemed an invitation to make an offer by the Seller.

2.2. If **ARRANGED** receives an offer from the Seller, the agreement will only be concluded when **ARRANGED** confirms the Seller's offer in writing (e.g. letter), any kind of telecommunication (e.g. fax) or digitally (e.g. email, preferably digitally signed with a valid email certificate), or when **ARRANGED** starts to implement the purchase agreement.

2.3. **ARRANGED** is free to select the parties with which it wishes to enter into an agreement.

2.4. All offers made by the Seller are binding and shall remain valid for a period of at least 3 months.

3. PRICE

3.1. All of the Seller's prices shall be expressed in Euro, Japanese Yen and/or US Dollars and all costs taking into account the applicable Incoterms (2010), being Ex Works (EXW).

3.2. The Seller warrants that the prices he communicates are the lowest prices which the Seller offers to his clients at that time for similar quantities of the same and/or similar materials.

3.3. The Seller undertakes to reduce his prices retrospectively on every occasion that he offers a similar quantity of the same and/or similar materials to a third party at a more favorable price.

3.4. Prices proposed by the Seller shall include all costs (including but not limited to packaging and packaging materials) to allow a safe transportation from the Seller's premises to **ARRANGED**.

3.5. All the Seller's prices are fixed and cannot be increased without the written permission of **ARRANGED**.

4. EXCHANGE RATE

4.1. Purchase prices in local currency will always be converted to **ARRANGED**'s accounting reference EURO to determine the currency fluctuation. If the purchase prices, due to changes in the exchange rate, fluctuates by more than 5% in comparison with the last purchase from the Seller, **ARRANGED** preserves the right to renegotiate the purchasing price on the basis of this fluctuation. The exchange rate fluctuation will be assessed at the moment of the order.

5. DELIVERY

5.1. Only Incoterms version 2010 terms apply.

5.2. The transportation risk of the materials shall be covered by **ARRANGED** transportation insurance.

5.3. The stated implementation and delivery times are binding and are an essential part of the agreement. If the stated time limit is exceeded and/or in case of partial delivery, the materials will be processed further in accordance with Article 8 of these General Purchasing Conditions.

5.4. Unless agreed otherwise, changes to an order do not result in any way in the stated delivery times being extended and/or cancelled.

5.5. Notwithstanding prior payment, **ARRANGED** may refuse any delivery that does not conform to the provisions of the agreement. The Seller shall be obliged to take back at his own risk and expense, the materials refused or those that exceed the quantities ordered.

6. RISK AND TRANSFER OF TITLE

6.1. Risk to bought materials only transfers to **ARRANGED** when the bought materials have been definitively handed over, in conformity with these General Purchase Conditions.

6.2. Rights of ownership to sold materials transfer to **ARRANGED** at the time when an agreement has been concluded.

6.3. Any damage caused to the materials due to lack of suitable protection shall be borne by the Seller.

7. INFORMATION, SAMPLES AND MODELS

7.1. Bought materials only comply with the agreement if:

- they are suitable for every specific use required by **ARRANGED** which it notified to the Seller when the agreement was concluded and which the Seller accepted;
- they comply with the Seller's description;
- the materials possess the characteristics of the goods which the Seller showed **ARRANGED** as a sample or model;
- and if they are suitable for the use for which goods of the same kind are normally used;
- In the event of any contradiction between these conditions, the stated ranking applies.

8. SELLER'S LIABILITY

8.1. **ARRANGED** will first perform a superficial check when it receives materials in its warehouse in Belgium. The first check will only concern immediately verifiable deviations that can be detected without any form of processing and/or movement of the materials, and shall in no way constitute the official acceptance of the delivered materials.

8.2. The official acceptance of delivered materials shall only take place after full inspection by **ARRANGED**. In case of refusal of the complete or partial delivery, the Seller needs to replace the materials as soon as possible. This replacement needs to be executed at the same prices and conditions as determined in the original purchase order.

8.3. **ARRANGED** reserves the right to protest non-compliant or unsatisfactory deliveries, including deliveries containing hazardous goods and/or harmful substances, until the time that the entirety of the bought materials has been processed, used and/or sold on by **ARRANGED**. If **ARRANGED** sells on and/or passes on non-compliant or unsatisfactory deliveries in another manner, including deliveries containing hazardous goods and/or harmful substances, this right transfers to **ARRANGED**'s clients.

8.4. In case of late, partial, non-compliant and/or unsatisfactory delivery, the Seller is, without the need for any formal notice of default, and except in case of force majeure, in any case obliged to pay fixed compensation in the amount of 5% of the total purchase price, without prejudice to **ARRANGED**'s explicit right to claim higher compensation on submission of proof.

8.5. In this case **ARRANGED** moreover has the right, as it sees fit: (1) to oblige the Seller to find a solution, and to offer **ARRANGED** an alternative free of charge for the late, partial, non-compliant and/or unsatisfactory delivery; (2) to reduce the agreed price pro rata the percentage of the delivered materials that are late, unsatisfactory and/or non-compliant; (3) to send back the materials for the Seller's account and risk; (4) to have work done by a third party at the Seller's expense; (5) to purchase and/or sell goods to replace those to which the contract relates; and/or (6) to terminate the agreement with the Seller immediately and without court intervention, without **ARRANGED** being held liable in any way for this.

8.6. In addition to the above-mentioned liabilities, the Seller is obliged to compensate the entire indirect losses, including lost profits, arising from late, non-compliant and/or unsatisfactory delivery.

8.7. The Seller shall not, without prior written consent of **ARRANGED**, make any changes affecting goods, including but not limited to process or design changes, changes to manufacturing processes (including geographic location), use of materials, assembly lines, choice of material, inspection requirements, chemical characteristics or quality of goods, that could have a possible impact on the quality of or the product itself as ordered by **ARRANGED**, even if the final product appears to be unchanged according to the Seller.

8.8. The Seller is liable for any damage in relation to (this list is purely given as an example): the environment, safety, (public) health, etc., regardless of whether the materials sold comply with all applicable statutory and/or other regulations, standards and/or obligations.

8.9. The Seller undertakes to intervene in any possible judicial and/or other proceedings where **ARRANGED** is held liable for such damage, and undertakes to compensate **ARRANGED** for all judicial and other costs in that regard.

8.10. **ARRANGED**'s payment obligations will be suspended as long as the Seller does not comply with all the obligations summarized in this article.

8.11. To the fullest extent permitted by law, the Seller shall defend, indemnify and hold harmless **ARRANGED**, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection with the Seller's product or service, provided that any such claim, damage, loss, costs, expenses, judgements or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, that is caused in whole or in part by any act or omission of the Seller, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder.

8.12. In the event such indemnity as described above is prohibited by law, then said indemnity shall only be to the extent caused by the negligent acts or omissions of the Seller or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or to the extent allowed by applicable law.

9. SELLER'S OBLIGATIONS

9.1. The Seller is required to:

- notify **ARRANGED** on a regular basis of all relevant information in relation to bought materials and/or transportation;
- grant **ARRANGED** and/or its representatives access to the Seller's premises at any time, to inspect bought materials and/or the status/progress of orders;
- Take out necessary insurance policies, including in relation to (this list is purely given as an example): employer's insurance, professional liability insurance, product liability insurance, etc. The Seller grants **ARRANGED** the right to examine on first request the policies and proofs of payment for the above-mentioned insurance policies.

9.2. Subject to the explicit written agreement of **ARRANGED**, the Seller is not entitled to transfer and/or outsource orders or part of an order to a third party.

9.3. The Seller guarantees that the supplied materials are free from all visible and hidden defects and that they are in conformity with the stipulations of the agreement.

9.4. If an order, even with the explicit written agreement of **ARRANGED**, is outsourced to a third party, the Seller remains jointly and severally liable for compliance with his obligations, and the Seller warrants that the third-party transferee will accept and apply these General Purchasing Conditions in their entirety.

9.5. **ARRANGED** does not tolerate violations against child- and social labor rights. The Seller declares to employ no workers under the age of 15 or, in those countries subject to the developing country

exception of the International Labor Organization's (ILO) Convention 138, to employ no workers under the age of 14.

9.6. If the Seller and/or his representatives perform work on ARRANGED's premises, the Seller retains full responsibility for such persons, in particular as regards safety and health.

9.7. The Seller releases ARRANGED from any possible liability in this regard.

10. WARRANTIES AND INDEMNIFICATION

10.1. The Seller warrants that the materials: (i) will not infringe the intellectual property rights of any third party (ii) will comply with the specifications and all applicable laws, regulations, including EU law, and other requirements that ARRANGED 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 ARRANGED's intended purposes to the extent that such purposes are known or ought reasonably be known to the Seller and (iv) in case of services, will be performed diligently and will comply with the strictest professional criteria.

11. BILLING AND PAYMENT

11.1. Unless explicitly otherwise agreed upon in the agreement, ARRANGED cannot be expected to make payments prior to full and compliant delivery.

11.2. Unless explicitly otherwise agreed upon in the agreement, payment is due at the end of the month following the month of invoice, waybill or bill of lading, whichever is the latest.

11.3.A. The Seller's invoices shall always include the following details:

- the order number, the date of the order, tariff code numbers, country of origin
- a full and clear description of the materials to which the invoice relates;
- the invoice amount, currency and applicable Incoterms;
- the payment period, this being the end of the month following the month of invoice, waybill or bill of lading, whichever is the latest.

ARRANGED has the right to refuse inaccurate and/or incomplete invoices.

11.3.B. The invoice, packing list and certificates have to be sent to ARRANGED before the goods leave the premises of the Seller.

11.3.C. Electronic invoices should be emailed to assist@arranged.be and have to be digitally signed with a valid email certificate.

11.4. Payments made by ARRANGED to intermediaries, acting for the Seller, are made in full and final settlement, even if these are not transferred to the Seller.

11.5. Payment by ARRANGED of the contractually agreed price in no way constitutes acceptance of the delivered materials and in no way releases the Seller from his liability and/or other obligations.

12. FORCE MAJEURE

12.1. The Seller is only released from his obligations in the event of force majeure in the strict sense of the word.

12.2. By force majeure are solely understood: abnormal and unexpected circumstances that are entirely beyond the control of the Seller, the consequences of which could not be prevented by any precautionary measures, which make it physically impossible for the Seller to execute the agreement.

12.3. Hardship and any extension of the agreement do not constitute force majeure, even if the contractual balance is disturbed.

12.4. In the event of force majeure, the Seller shall invite ARRANGED by registered letter to renegotiate the agreement. If the Seller does not participate in good faith in the renegotiation, ARRANGED may, in accordance with Article 16 of these General Purchasing Conditions decide new contractual conditions and/or order the Seller to pay compensation.

13. CANCELLATION

13.1. ARRANGED reserves the right to cancel the agreement, without any form of compensation, if its own client(s) cancel(s) orders for which ARRANGED entered into the above-mentioned agreement.

13.2. Subject to the explicit written agreement of ARRANGED, the Seller is not allowed to cancel the agreement.

In the event that an order is cancelled by or on behalf of the Seller, even with the explicit written agreement of ARRANGED, the Seller will be obliged to pay fixed compensation in the amount of 35% of the total purchase price, without prejudice to ARRANGED's explicit right to claim higher compensation on submission of proof.

14. FORFEITURE OF RIGHTS

14.1 If ARRANGED fails, even repeatedly, to enforce any right, this can only be deemed toleration of a certain situation and will not result in forfeiture of rights.

14.2. Any, even temporary, failure by the Seller to enforce any right, will result in forfeiture of rights.

15. NETTING

15.1. In accordance with the Belgian Act on Financial Guarantees of 15 December 2004 (Wet van 15 december 2004 betreffende financiële zekerheden en houdende diverse fiscale bepalingen inzake zakelijke-zekerheidsvereenkomsten en leningen met betrekking tot financiële instrumenten), ARRANGED and the Seller will automatically set off all currently existing and future debts towards each other by operation of law. This means that in the long-term relationship between ARRANGED and the Seller the largest amount receivable will always remain on balance after the above-mentioned automatic set-off.

15.2. This set-off will in all events be enforceable against any trustee in bankruptcy and other joint creditors, who will therefore not be able to object to the set-off implemented by the Seller and ARRANGED.

16. SUSPENSION AND CANCELLATION

16.1. In case the Seller commits a breach of an obligation contained in the agreement or in case of any change to the situation of the Seller, such as decrease, conversion, merger, takeover, transfer, liquidation, collective composition or out of court settlement, closing down activities, seizure or any other circumstance that could harm confidence in the Seller's creditworthiness, ARRANGED reserves the right simply for that reason: either to suspend execution of one or more agreements with the Seller until the Seller has offered sufficient guarantees for compliance with his obligations; or to declare one or more agreements with the Seller cancelled from the date of sending the cancellation,

without prior notice of default and without recourse to a court of law, without prejudice to the right of ARRANGED to claim additional compensation.

16.2. If the agreement is terminated, with or without application of the right of cancellation set out in this Article, the Seller shall lose the right to request ARRANGED to comply with its obligations in relation to the cancelled agreement.

17. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

17.1. Any documents and information of any nature provided to the Seller during the negotiations, execution or delivery of goods and services must be treated as confidential.

17.2. The above-mentioned documents must be returned at ARRANGED's first request and deleted in any form stored whatsoever (including but not limited to paper copies, electronic data storage, email communication and cloud applications).

17.3. The Seller commits to deem as business secrets and to keep confidential all commercial and technical information related to or of ARRANGED, which comes to their knowledge during the agreement.

17.4. Such documents and information remain the property of ARRANGED, or its licensors, and shall not be disclosed to third parties, or used directly or indirectly, wholly or partially for purposes other than those for which they are intended, except with the explicit written consent of ARRANGED.

17.5. All intellectual property rights in works or supplies provided to ARRANGED under this agreement shall become exclusive property of ARRANGED and the Seller shall ensure that it executes all documents necessary to effect such ownership, unless otherwise agreed upon. Where the Seller provides existing intellectual property right protected material to ARRANGED under this agreement, the Seller shall enclose this to ARRANGED, warrants it has the right to do so and shall fully indemnify and hold ARRANGED harmless against all loss or liability arising from any third party intellectual property rights claims.

17.6. The obligation to observe confidentiality continues after the end of the agreement, at least until the information in question has entered the public domain without the fault of the Seller.

17.7. Sub-suppliers shall be made to commit themselves accordingly to the confidentiality provisions contained in this clause.

18. PRIVACY

18.1. The parties shall respect all provisions of the applicable EU privacy legislation (including the European General Data Protection Regulation 2016/679). For the purpose of the following clauses "personal data", "process/processing" and "data subject" shall have the same meaning as in the General Data Protection Regulation.

18.2. The execution of the agreement implies that the parties transfer "personal data" to each other, particularly data related to their customers and employees (e.g. forwarding of e-mails in case of technical problems).

18.3. Therefore, the parties warrant each other:

- To only use the "personal data" for the purpose of the execution of the agreement;
- Not to store the "personal data" for a duration exceeding the time needed to execute the obligations of the agreement;
- To refrain from communicating the "personal data" to third parties other than individuals acting under their authority. Nevertheless, ARRANGED may transfer this data to other companies of the ARRANGED Group of companies which may be located in the European Economic Area or in other countries where the standards relating to the protection of "personal data" are the same as within the European Union or other safeguards have been obtained in compliance with the General Data Protection Regulation;
- To take the technical and organizational measures that are necessary to protect "personal data" from accidental or unauthorized destruction, accidental loss, as well as from alteration, access and any other unauthorized "processing" of the "personal data";
- To ensure with due care that the data are kept up-to-date, and that incorrect, incomplete and irrelevant data, as well as data that were obtained or further processed in violation of the General Data Protection Regulation, are rectified or erased;
- To ensure that the number of individuals acting under their respective authority, as well as the access to the data and the possible operations carried out on it, are limited to what is necessary for these individuals to fulfil their duties or to whatever is necessary for the requirements of the service;
- To inform all individuals acting under their respective authority, direct partners and all affiliates, of the provisions of the General Data Protection Regulation, and of all relevant provisions in respect of the protection of privacy in relation to the "processing" of "personal data".

19. DISPUTES

19.1. All disputes arising out of or in relation with this Agreement shall be finally settled under the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with those Rules. Proceedings shall be heard in Brussels. The arbitration will be conducted in the English language.

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Arranged BVBA
Meremweg 37C - 3740 Bilzen - Belgium

BE0836.709.429

Tel.: +32 89 656 321
Fax : +32 89 656 801
Email: assist@arranged.be