

GENERAL PURCHASE AND SALES CONDITIONS

1. APPLICABILITY

Unless otherwise agreed these conditions will apply to all request for offers, offers received from suppliers, the purchase of goods and services by and to GIS EUROPE, warranty and in general all operations done with suppliers. They exclude all sales delivery conditions from suppliers.

2. OFFERS

All offers made by suppliers are valid for a period of 60 days after receipt of the offers unless explicitly demanded by GIS EUROPE as budgetary offer.

3. PURCHASE ORDER – ACCEPTANCE of ORDER

3.1 Orders will be placed in writing, by fax, e-mail or other electronic purchase order.

3.2 Electronic purchase orders will be placed according to mutual agreed protocol

3.3 Supplier confirmation must reach GIS EUROPE within 2 working days of the placing of the purchase order after which time GIS EUROPE reserves the right to cancel the order without claim by supplier of any kind.

4. PRICE

4.1 Unless otherwise agreed prices are in EURO, fixed and not reviewable.

4.2 Unless otherwise agreed all prices will be Deliveries Duties Paid (DDP) inclusive all packaging costs, insurance, import duties, tooling costs

4.3 VAT is not included in price.

5. INVOICING

Invoices will be issued in EURO unless otherwise agreed and will be sent after acceptance by GIS of goods or services in accordance with the purchase order. Any deviation will be corrected by supplier with the help of a credit-note

6. PAYMENT

6.1 Unless otherwise agreed Supplier invoices will be payable 60 days end of month of the delivery date and after acceptance of goods and services by GIS EUROPE and unless GIS EUROPE has expressed in writing objection against delivery or execution of the order.

6.2 Deliveries with cash payment or any other direct payment method are forbidden unless agreed upon in writing.

6.3 In no case payment by GIS EUROPE will be considered as acceptance of deliveries or will waive the right of GIS EUROPE to express future claims.

7. DELIVERY TERMS AND PLACE

7.1 Deliveries will be in accordance with inco-terms published by Industrial Chamber of Commerce in Paris (ICC) referred to by GIS EUROPE on the purchase order. The orders will delivered to the delivery address detailed on the purchase order. Deliveries will conform to the purchase order and the relevant technical specifications agreed upon.

7.2 Despite Article 8 and unless there is a deviating agreement, transfer of ownership and risk of goods to GIS EUROPE will be fact after delivery of goods or after preliminary acceptance of services by GIS EUROPE.

7.3 Unless otherwise agreed upon orders will be delivered in one shipment

Changes of packaging or quantity per package, as well replacements of end-off-life products need the written agreement of GIS EUROPE.

7.4 Each delivery will be accompanied by the necessary and completed delivery notes and transport documents.

Delivery notes will quote the GIS order reference and will exist in duplicate.

signing of the delivery note by GIS EUROPE will only serves as proof of delivery and the number of items / packages received but will be in no case an acceptance of the goods, quantity, quality or services.

7.5 If there are support-tools needed for the supplier to execute his task or to deliver, these will be, if confirmed by GIS Europe, be available on the date mentioned in the purchase order.



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7.6 Delivery of goods or execution of the order will be on the agreed date. GIS Europe reserves the right to change the delivery date without any claim whatsoever on the condition which GIS EUROPE has informed the vendor four weeks in advance (or less if the goods or services are suitable) from original delivery date in writing.

7.7 GIS EUROPE is entitled to, in the event of the late delivery of goods and/or services and without claim, raise penalties against the cost of late delivered goods and/or services of the relevant purchase order.

7.8 In the event of delivery delay exceeding one month GIS EUROPE is, without loss of right on claims of penalties referred to previously, entitled to partly or completely cancel the order, provided a claim is raised by GIS EUROPE without prejudice. GIS EUROPE reserves the right to ship the goods back at supplier's expenses and refuse future deliveries or services, claim back executed payments with subtraction of kept goods.

7.9 In case late delivery is repeated by supplier GISEUROPE has the right, provided a claim is raised, to take all necessary actions and to claim all resulting costs to the supplier.

7.10 Legal cases of force majeure suspend the execution of duties of both parties for the period there-off, provided written notice by involved party within 5 days of occurrence.

8. TESTING AND INSPECTION

8.1 GIS EUROPE reserves the right to and at her expenses, without additional indemnification to suppliers, on simple request and an agreed time to , during production and before delivery audit supplier's or his subcontractor's production processes and warehouses, if GIS EUROPE judges this action appropriate. 8.2 Goods not fulfilling the requirements of article 9 can be refused. In such case GIS EUROPE will notify supplier and is entitled, without claim or prejudice, either to allow supplier to deliver conforming goods within a period fixed by GIS EUROPE or to cancel the order partly or completely. In the above case the supplier will take immediately ownership and risk of refused goods. All costs of shipping goods back to the supplier, shipping cost of replacement goods and other relevant cost will be at the supplier's expenses

9. QUALITY

9.1 Supplier guarantees the conformance of delivered goods and services to the specifications and technical documentation and description on the purchase order. The goods shall be free of any failure in construction, material and comply completely with relevant government legislation.

9.2 The Supplier will safeguard GIS EUROPE from all liability and all claims and damage which results directly or indirectly from delivery of goods or services, despite all instructions or concepts formulated in respect of the goods or services.

9.3 GIS EUROPE requests that all goods are manufactured following an effective and proven Quality System, preferably fulfilling the ISO9000 requirements. GIS EUROPE reserves the right to audit on site supplier's quality system. Such audit will in no way limit supplier's responsibility in respect to delivered goods and services

9.4 Supplier guarantees compliance of delivered goods with the regulations of the country where the goods are delivered and used.

This includes European regulations such as REACH and RoHS and specific Smoke & Fire compliance if required

10. WARRANTIES

10.1 Unless otherwise agreed the warranty period will be extended to 12 months from delivery or preliminary acceptance of the goods.

10.2 Supplier engages during warranty period to repair or replace goods as soon as possible after receiving written non-conformance notification. His liability is engaged for all the resulting costs of Non Conformance.

10.3 Goods or spare-parts repaired or replaced within warranty period will be warranted for the original warranty period..

10.4 In case of order of hazardous goods, packaging or transport of such goods, supplier will explicitly guarantee that goods, packaging and transport will at all times conform to legal ,security or other legislation applicable at that moment and will safeguard GIS EUROPE against any liability or indemnification of resulting damage. 10.5 Supplier guarantees availability of goods or spare-parts for a period after delivery to agree upon with GIS EUROPE

11. FAILING ENGAGEMENT

Undiminished the terms of articles 7, 8, 9 and 10, GIS EUROPE has the right to claim indemnity or terminate agreement inclusive interests of delay in the event of supplier for any reason other than force majeure fails to fulfill completely his binding engagements in time.

12. INFORMATION, DOCUMENTATION

12.1 Supplier safeguards GIS EUROPE against all liability and indemnities for any real or pretended abuse of patents, licenses, non-disclosure of confidential material, copyright, drawings or models and all intellectual rights in case third party claims such abuses against GIS EUROPE.

12.2 All information of any kind put available in any form to supplier by GIS EUROPE remains property of GIS EUROPE and is treated as confidential by supplier and will not be disclosed without the written agreement of GIS EUROPE to any third party in any form. Any claim of such disclosure in any form as loss, theft or other will be indemnified by supplier and



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will be insured by supplier at their own expenses. Such information will be exclusively used for the purpose of intended use and will be transferred to GIS EUROPE on first request.

12.3 Supplier shall inform GIS Europe by a formal mail about obsolescence as soon as they are forecasted by supplier.

13. DUTY TO NOTIFICATION

13.1 In the case of changes in product or production process the supplier will notify GIS EUROPE a minimum of 12 months in advance of such change in writing. During this period GIS EUROPE has the right to place a general purchase order under at least the same conditions of the last order of involved products. In case of neglect of the above notification the supplier will be liable.

13.2 The same obligation of notification is valid in the event of the supplier ceasing his activities or in the change of control without obligation of GIS EUROPE to continue existing agreements with the succeeding party. In above cases supplier will inform GIS EUROPE about eventual replacement products.

13.3 In the event of cessation of payments, risk of bankruptcy or low credit rating of supplier, GIS EUROPE is entitled to terminate existing agreement and cancellation of orders conform article 7.

14. TRANSFERABILITY

It is forbidden for supplier to transfer orders partly or completely to third parties without the primarily written permission of GIS EUROPE

15. SUSTAINABLE PROCUREMENT

Suppliers are asked for:

Supply of goods

Having the product delivered in the appropriate quantity. In general terms this means bulk delivery, which is usually more environmentally efficient in terms of transport impact per item than having smaller quantities delivered more often.

Specifying a maximum number of deliveries per week or month is another way of achieving the same result.

Goods to be delivered outside peak traffic times to minimise the contribution of deliveries to traffic congestion.

Taking back (and recycles or re-uses) any packaging that comes with the product.

Services or works contracts

Delivering of products to the site in concentrated form and then dilution on site.

Using of re-usable containers to transport products to the site.

Using of dosage indicators to ensure that appropriate quantities of products are used. Disposal of used products or packaging from products.

Products or packaging taken away for re-use, recycling or appropriate disposal by the contractor.

Staff trained in the environmental impact of their work.

16. LAW AND COURTS

Present Purchasing and sales agreement and application there-off at execution of orders or deliveries of goods and services are governed by Belgian law. Disputes, which can not be settled amicably, shall be adjudicated upon by the competent court in Eindhoven, The Netherlands.

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