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1. Definitions

“Purchaser” means the party issuing the Purchase Order.

“Supplier” means the addressee of the Purchase Order.

“Purchase Order” means the purchase order with its General and Particular Conditions, its attachments and, where applicable, the attached samples.

“Supplies” means the goods and articles to be delivered under the Purchase Order, in accordance with the Purchase Order’s requirements, ready for use and fit for the purpose, with all useful or necessary accessories and related and/or accessory services and works.


“Parties” means the Purchaser and the Supplier. “Party” means the Purchaser or the Supplier.

2. Extent of the Purchase Order and Purchaser’s Obligations

- a The Supplier acknowledges expressly having received (i) all necessary information for the perfect execution of the Purchase Order, (ii) having taken into account all constraints and (iii) being able to deliver the Supplies in conformity with the Purchase Order and the best standards and good practice.
The Supplier acknowledges and agrees that his capacity to comply with the Purchase Order, including the terms of delivery, the execution dates and the Supplies’ conformity and performance, is of the essence for the sale/purchase. The Supplier recognizes by accepting the Purchase Order to act as a specialist and agrees that he has an obligation to achieve a given result.
The Supplier accepts the burden of proof in case of conflict or dispute about the Purchase Order and its execution.
- b The Supplier shall return to the Purchaser within ten (10) working days from the date of the Purchase Order a duly signed and agreed copy of the Purchase Order. If the Supplier fails to do so, the Purchaser may, at its sole convenience, (i) terminate the Purchase Order at no cost for the Purchaser by written notification or (ii) consider that all terms of the Purchase Order are unconditionally accepted by the Supplier.
The Supplier herewith expressly agrees that the applicability and validity of any other document, including offers from the Supplier and/or the Supplier’s general and/or special conditions, are excluded. Modifications to the Purchase Order shall be notified in writing by the Purchaser to the Supplier. Any verbal instruction of the Purchaser shall only be valid if confirmed in writing by the Purchaser within five (5) working days of the instruction.
- c Except as otherwise provided for in the Purchase Order, all documents, attachments and references of the Purchase Order complete each other and shall be interpreted all together. In case of conflicting interpretation, the Purchase Order shall prevail on its attachments. Among such attachments the specific documents shall prevail on the general ones. Specific conditions shall prevail on general conditions.
- d In the event of Supplies to be delivered to the Purchaser as a part of any contract entered into by the Purchaser with any of its customers, the Supplier shall be deemed to have acknowledged and shall comply with all provisions of such contract between the Purchaser and its customer to the extent that they relate directly or indirectly to the Supplies as if such provisions had been severally repeated in these General Conditions. Particular conditions included or attached to the Purchase Order shall prevail on these General Conditions.
- e In no event – even in case of conflict or dispute – the Supplier shall suspend the execution of its obligations under the Purchase Order.
- f The Supplier shall be in the possession of all regulatory or other relevant licenses or permits required for the complying delivery of the Supplies and execution of the Purchase Order. The Supplier shall maintain a professional quality system in conformity with the applicable codes and standards that can be audited at any time by the Purchaser and is compatible with the Purchaser’s system. The Supplier shall comply with the most recent applicable international and national regulations, with the rules of good practices and with all administrative, commercial and technical requirements, among others in relation to environment, safety and business practices. The Supplier shall also comply with all social and tax regulations applying to the Purchase Order and its performance.
The Supplier shall notify the Purchaser in writing of any safety and environmental feature or impact related to its Supplies. The Supplier shall inquire with the Purchaser about any special characteristics or impact existing at the place of delivery. In case of supply of machinery or tools, the Supplies will be accompanied with an instruction manual and a technical construction file.
The aforementioned obligations being essential for the purchase, the Supplier shall be liable for any damage resulting from the non-fulfillment of these obligations. Failure to meet the aforementioned requirements shall entitle the Purchaser to terminate the Purchase Order immediately at the charge of the Supplier and claim for damages from the Supplier.

3. Execution of the Purchase Order

- a The Supplies shall be delivered on the date, at the address and according to the terms stated in the Purchase Order. Unless otherwise specified in the Purchase Order, the quantitative acceptance of the Supplies by the Purchaser shall be in writing at the place of final destination within the five (5) working days of the delivery.
Storage and/or payment of the Supplies shall not be construed as qualitative acceptance. Such qualitative acceptance of the Supplies shall occur in writing by the Purchaser twenty (20) working days at the earliest after the quantitative acceptance.
Transport of the Supplies to the final destination notified by the Purchaser and the storage and protection of the Supplies until the quantitative acceptance is at Supplier’s risk. The Supplier shall at the Purchaser’s first request give evidence that the Supplies’ transport is duly insured.
- b If the delivery is ex Works, the Supplier shall be responsible for the loading, the stuffing and the lashing of the Supplies onto the transport means that have been provided by the Purchaser. The time period for the loading, the stuffing and the lashing of the Supplies is three (3) hours starting from the arrival of the transport means at the Supplier’s premises.
- c The quantities of delivered Supplies shall be measured according to the “Standard Method of Measurement, 7th ed. revised 1998” published by the Royal Institution of Chartered Surveyors, London, UK.
- d If the Supplier suspects that there will be a delay in the delivery of the Supplies, he shall immediately advise the Purchaser in writing with satisfying motivation and shall propose a new delivery date. The Purchaser shall have the right to propose himself a new delivery date. If no new delivery date is proposed and accepted by the Purchaser, the delivery date shall remain as specified in the Purchase Order.
- e The Supplies shall be properly packed for long term storage. In addition the Supplier ensures that the Supplies are suitably protected to prevent any damages through handling, leakages, weather conditions and/or crushing as a consequence of piling. Toxic or dangerous

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Supplies shall be packed and marked according to I.M.C.O. (for sea transport), A.D.R. (for road transport) or I.A.T.A. (for air transport) guidelines. The Supplier shall clearly mark the outside of each package with the Supplier's name and full details of the destination in

accordance with the Purchase Order. The Supplier will include a packing note stating the content of each consignment and inform the Purchaser in writing of each delivery, specifying the means of transport, content, weight, number or volume as appropriate. Unless otherwise provided for in the Purchase Order, all packaging (including packing cases, pallets, boxes, big bags, tins drums and wrappings) supplied by the Supplier shall be considered as being the property of the Purchaser.


- f The Purchaser may inspect and test the Supplies at any time during or after manufacture. The Supplier shall furnish at no charge all reasonable facilities and assistance for the inspections or tests by inspectors who are appointed to that effect by the Purchaser. These inspections and tests may be carried out at the Supplier's premises or at any other place deemed appropriate by the Purchaser. These inspections and tests by the Purchaser cannot be deemed to be an acceptance of the Supplies by the Purchaser and do not relieve the Supplier of any of its obligations and responsibilities.

4. **Purchaser's and Supplier's Liabilities**

- a The Supplier shall guarantee that the Supplies includes all related intellectual and industrial property rights and that the Supplies and that the use of the Supplies shall not infringe any patent, trademark, industrial or intellectual property rights of third parties. The Supplier shall indemnify the Purchaser against and from all actions, suits, claims, demands, costs, charges, expenses arising out of the negligence, infringement of intellectual property rights, breach of statutory duty, defective design, materials or workmanship by the Supplier, his subcontractors, agents or servants. Save when the Purchaser provides the plans itself, the Supplier shall be responsible for the payment of patent and/or trademark rights.
The Supplier shall indemnify and hold the Purchaser harmless against and from any third parties' claim related to the Supplies or working methods and any direct or indirect prejudice incurred in relation to the above.
- b. The Supplier acknowledges that the Supplies manufactured in accordance with drawings or samples supplied by the Purchaser are covered by the exclusive Purchaser's intellectual property rights and the Supplier shall not at any time manufacture such Supplies or parts thereof for any third party.
- c. Without prejudice to the Purchaser's rights to reject the Supplies under the Purchase Order, title to the Supplies passes to the Purchaser as soon as any material or element to be integrated in the Supplies are identified, including in the Supplier's premises, and at the latest when the Supplies are delivered at the address specified in the Purchase Order.
The Supplier shall keep the risk to the Supplies until their qualitative acceptance by the Purchaser.
- d. Without prejudice to any right of the Purchaser according to the Purchase Order and/or by law, the Supplier warrants that:
- (i) the Supplies are free from any default and defect and are in conformity with the requirements of the Purchase Order
 - (ii) save as otherwise provided for in the Purchase Order, the Supplies shall during a period of three (3) years (or a longer period if mandatory by law) from qualitative acceptance of the Supplies by the Purchaser be and remain free from (i) any defect of materials, workmanship, design, conception or construction, (ii) any defects in the functioning or performances, or (iii) any other defect. During above mentioned period, the Supplier shall as soon as possible remedy the defects by repairing or replacing at Purchaser's choice the defective Supplies considered by the Purchaser as being defective at the first request of the Purchaser. All costs, including dismantling, reassembling, erection, installation, commissioning and transport will remain at the Supplier's charge. With such replacement a new warranty period starts for the Supplies replaced for the same time period as mentioned in this clause. If the Supplier fails to replace the Supplies, the Purchaser has the right to reject (part of) the Supplies and to terminate the Purchase Order. In that event the Supplier will reimburse in full to the Purchaser any amount paid by the Purchaser for the rejected Supplies, without prejudice to the Purchaser's right for full compensation of all prejudice.
- e. If the Supplier fails
- (i) to deliver any of the Supplies within the period specified in the Purchase Order, or
 - (ii) to deliver the replacement supplies within the time required, or
 - (iii) to comply with the Purchaser's packaging or other instructions, and/or
 - (iv) to load, stuff and lash the Supplies in the transports units properly and within the time specified, the Supplier shall be liable to make good to the Purchaser all losses and damages, including any reasonable amount paid by the Purchaser to replace the Supplies and/or limit the delay, as incurred by the Purchaser at the occasion of such failure. The losses and damages include amongst others the cost of the consequential idle time of the Purchaser' personnel, installations, plant and machinery, including the consequential loss of profit and penalties and/or the compensations due by the Purchaser to its client.
- f. Any delay in the Supplies' delivery shall entitle the Purchaser, without requiring any formal notice,
- (i) to cancel all or part of the Purchase Order and/or
 - (ii) to substitute the Supplier at its costs and risk and/or (iii) unless otherwise provided for in the Purchase Order, to apply automatically a penalty equal to two percent (2%) of the overall value of the Purchase Order per commenced week of delay up to a maximum of fifteen percent (15%) of the overall value of the Purchase Order and in case of higher prejudice to receive full compensation of its prejudice.

5. **Price and Payment**

- a. The prices and/or rates for the Supplies stated in the Purchase Order are fixed and all-in (including all taxes, rights or costs). The prices and/or rates cannot be revised. Only the VAT is in addition to the prices and/or rates according to the Purchase Order.
- b. The Purchaser has the right to set off any amount due to him by the Supplier with any amount he may owe to the Supplier under the Purchase Order or otherwise.
- c. In addition to any information required by the governing law, all invoices shall contain at the very least the following details: Purchaser's references, bank account information, object, date and references of the Purchase Order, a precise description of the related (part of) the Supplies, down payment or balance required and their level of completion of the Purchase Order to which it is related. Any invoice relating to the Purchase Order issued by the Supplier will be accompanied by written evidence that the Supplies have been delivered duly signed by an

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authorized representative of the Purchaser. The Purchaser will send back and disregard any invoice not accompanied by said documents and as a consequence such invoice will not be paid.

d. The Purchaser shall pay the Supplier's invoices within ninety (90) calendar days from the end of the month of receipt of the invoice provided the Supplier has complied with its contractual obligations. If the Purchaser disputes any item or part of an item, he shall give notice thereof in writing with reasons to the Supplier before the due date of payment. The payment of the undisputed part of the invoice shall not be delayed.

e. The Supplier shall not be allowed to invoice for additional or complementary Supplies, unless previously ordered in written by the Purchaser.

6 **Termination and Force Majeure**

a. The Purchaser has at any time the right to terminate the Purchase Order, in whole or in part, without any compensation whatsoever for the Supplier, without prejudice to any right of action or remedy which has accrued or thereafter accrues to the Purchaser, if in the Purchaser's opinion, (i) the Supplier is in default of its obligations due under the Purchase Order, or (ii) becomes bankrupt or is otherwise in such financial situation that at Purchaser's opinion he cannot properly perform under the Purchase Order.

This partial or whole termination shall be automatic without prejudice to the Purchaser's right to be compensated for any loss or damage incurred as a consequence of such termination. The Purchaser shall have the right to remedy himself the Supplier's default or call a third party of its choice for doing so, at the Supplier's cost and risk. The Supplier shall refund those costs to the Purchaser upon communication of the invoices to that effect.

b. Unless provided otherwise in the Specific Conditions, in case the contract between the Purchaser and its customer is suspended or terminated for any reason whatsoever, the Purchaser is entitled to suspend or terminate the Purchase Order subject to written and motivated notice to the Supplier. In such circumstances and except if the Supplier is at fault, the Supplier shall be paid for the part of the Supplies that has been delivered to and qualitatively accepted by the Purchaser up to the Purchaser's notice.

c. Force Majeure that would render the execution of the Purchase Order impossible, shall immediately be notified in writing and with supporting evidence by the party invoking Force Majeure to the other party. Strikes or labor disputes with the Supplier's shall not be considered a Force Majeure event. The affected Party shall mitigate the consequences of the force majeure to the maximum extent. Force majeure, if duly justified and notified to the other Party, suspends the Parties' obligations under the Purchase Order.

7. **General provisions**

a. The Supplier shall not assign or subcontract any part of the Purchase Order without the prior written consent of the Purchaser. Such consent does not alter the Supplier's exclusive responsibility towards the Purchaser as it concerns the execution of the Purchase Order. The Supplier shall make sure that his assignees and/or subcontractors respect all obligations of the present Purchase Order.

b. the Purchase Order mentions that the Purchaser is insured by the Office National du Ducroire (O.N.D.D.), then:

i. the Supplier delivers to the Purchaser, at the time of each delivery, a certificate issued by his Chamber of Commerce, specifying the proportion of the Supplies originating from Belgium;

ii. the Purchaser shall give notice in writing to the Supplier if the main contract between the Purchaser and its client has been terminated or suspended due to circumstances beyond the Purchaser's control and/or due to a decision by O.N.D.D., and shall have the right to instruct the Supplier to cancel any further delivery of the Supplies. In such event the Supplier will only be paid for the actual, proven and engaged direct costs provided that the Supplies have not yet been delivered.

c. The Supplier and its representatives are required to maintain secrecy and confidentiality and shall refrain from using or disclosing anyhow the Purchase Order and any document produced or exchanged during the execution of the Purchase Order unless expressly authorized by the Purchaser in writing.

d. The law governing the Purchase Order and the Courts having jurisdiction shall be specified in the Purchase Order. If the Purchase Order does not mention anything in this regard, Belgian law shall apply and the courts of Brussels shall have jurisdiction. The Convention on Contracts for the International Sale of Goods dated 11 April 1980 (Vienna Convention) does not apply. If a dispute relating to the Supplies is already pending before a court or arbitration, the Purchaser shall have the right to call the Purchaser before such court or arbitration. In such case, the Supplier shall present its arguments and the court decision will be final and binding for all concerned parties, including the Supplier.

e. The language of the Purchase Order and all communications between the Parties shall be English, unless otherwise provided for in the Purchase Order.