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GENERAL PURCHASE TERMS & CONDITIONS

Definitions:
In these General Terms & Conditions of Aertssen Services nv, hereinafter referred to as "the General Purchase Conditions", the terms and expressions used hereinafter have the following meaning:

- **Agreement:** the set of Contractual Documents specifying the nature, quantity, Price, and details (transport, insurance, and related formalities) of the purchase of the Products.
- **Order confirmation:** the document issued by the Supplier confirming acceptance of the Purchase Order by the Purchaser.
- **Party:** The Purchaser or the Supplier.
- **Parties:** The Purchaser and the Supplier jointly.
- **Price:** The Price for the Products, as agreed in the Quotation/Order confirmation and/or Agreement.
- **Products:** technical, mechanical and/or other nature of goods, spare parts, components and/or rolling stock.
- **Purchaser:** Aertssen Services nv and any company affiliated with the Purchaser belonging to the Aertssen Group nv.
- **Purchase Order (PO):** the document, issued by the Purchaser, which contains the Products and the conditions of the purchase.
- **Services:** the provision of Services provided by the Supplier under the Agreement.
- **Supplier:** The Party from which the Purchaser buys Products.

Article 1. Applicability of General Purchase Conditions
1.1 Applicability
These General Purchase Conditions apply to all orders, POs, orders confirmed by the Purchaser and Agreements concerning the delivery of Products for the benefit of the Purchaser or an affiliated Party mentioned in the order (hereinafter referred to as the "Purchaser") and will always form an integral part of the Agreement.

Subject to different or supplementary provisions accepted in writing by the Parties, the relationship between the Purchaser and the Supplier shall be governed exclusively by the following Contract Documents:
- the Purchase Order.
- these General Purchase Conditions.

These aforementioned Documents are complementary to each other. In the above enumeration, the Contractual Documents are listed hierarchically in order of precedence, whereby the Contractual Documents listed first take precedence over the Contractual Documents listed later. The Contractual Documents are interpreted in function of each other

1.2 Rights or defence
The Purchaser's non-exercise of any right or defence granted to it in these General Purchase Terms & Conditions can never be interpreted as a waiver of such right or defence.

1.3 Arrangement General Purchase Conditions or other conditions
By accepting the PO, the Supplier also agrees to the application of these General Purchase Conditions.

Any remarks about the aforementioned General Purchase Conditions or the communication by the Supplier of other general terms and conditions will be settled as follows:

- if this happens at the time of acceptance of the PO or just before the delivery, these remarks or other terms and conditions will not be considered. In such case there can be no question of effective knowledge and acceptance of the remarks or the other general terms and conditions. The Agreement shall therefore be concluded with the General Purchase Conditions as attached to the PO.

- if the remarks or other terms and conditions are communicated before the acceptance of the PO, a written reply will be given as soon as possible. The Parties shall do what is necessary within a reasonable period of time that considers the (timely) delivery to reach an Agreement in good faith on any issues that are in dispute. In such case, the Agreement shall be concluded either in accordance with the terms negotiated between the Parties or without applying the formulated remarks by the Supplier and without the incompatible clauses of the two sets of general terms and conditions of the Parties.

Article 2. Agreement
2.1 Conclusion of the Agreement
The Agreement is concluded by the written acceptance of the Purchase Order by the Supplier.

2.2 PO's and Order confirmation
All orders shall be placed by the Purchaser by means of a PO. The PO can be transferred by post, e-mail or any other (electronic) means of communication.

The Purchaser reserves the right to revoke the order it has placed if the Supplier has not confirmed it in writing by means of an order confirmation within one (1) week of receipt of the order. If the order confirmation deviates from the original PO, the Purchaser will only be bound after it has explicitly agreed to the deviation in writing. Acceptance by the Purchaser of the deliveries as well as the payments made by the Purchaser do not imply recognition of the deviations.

2.3 Amendments to the Agreement
Any amendment(s) to the Agreement must always be made in writing. Verbal Agreements and arrangements discussed by telephone are only binding if confirmed in writing by both the Purchaser and the Supplier.

The Supplier shall treat each Agreement or amendment to an Agreement separately in all correspondence.

The Supplier may only transfer the delivery of the Products to third parties with the prior written consent of the Purchaser. Even after the Purchaser has agreed to the transfer, the Supplier will remain responsible and liable for the timely and correct performance of what the Agreement obliges the Supplier to do.

2.4 Amendments PO
The Purchaser has the right to make changes and /or amendments to the PO before or during the execution of the PO and to demand an additional delivery of Products and/or Services. These extra Products and/or Services will be delivered under the same conditions.

Article 3. Price
The Purchaser indicates the Prices in the Purchase Order unless otherwise agreed. The agreed Prices are in Euro and exclusive of VAT. Unless otherwise agreed, the Price is fixed, not subject to revision or indexation and comprehensive, i.e. the costs of the modalities of the chosen Incoterm (transport, insurance, costs, taxes, levies and import- and export duties) are included in the purchase Price, but also the service (disassemble, reassemble, installation), costs of necessary accessories and all other taxes, (licence) fees, the costs for testing and inspections, (transport-worthy) packaging, the attestations, the certificates, manuals and other user documents drawn up in English, and in the absence thereof, in Dutch or French.

The Supplier's invoices must be sent separately from the Products to the registered office of the Purchaser.

Article 4. Delivery
4.1 DDP 2020
The Prices are based on delivery DDP 2020 Stabroek/Verrebroek/Hermalle/Zedelgem, unless explicitly agreed otherwise.

In principle, deliveries can be made on any working day from Monday to Friday between 08.00 and 16.30 hours, unless expressly agreed otherwise in writing.
The Products ordered must be delivered to the place of destination designated by the Purchaser. If no place of destination has been determined in the Agreement, the Purchaser's principal place of business is deemed to be the place of destination.

4.2 Transfer of ownership and risk
The delivery DDP 2020 is at the Supplier's risk until it arrived and has been unloaded at the agreed place of delivery and has been accepted by the Purchaser in writing by an authorised person, stating his name. Ownership of the Products will pass to the Purchaser at the time of delivery (i.e., upon signature of the delivery documents accompanying the transport of the Products by an authorised person of the Purchaser).

The ownership of the Products is transferred from the Supplier to the Purchaser upon receipt of the Products at the agreed location.

The regulation of article 5.80 of the Civil Code is explicitly excluded.

No Incoterm agreed
If no Incoterm has been agreed, the risk for the Products remains with the Supplier until the Purchaser can dispose of the Products.

4.3 Prepayment
In the exceptional case of prepayment of the Products, the Purchaser acquires ownership of all Products from the moment of prepayment and without any further acts of delivery. However, the risk on these Products remains with the Supplier.
The Supplier is obliged to store the Products separately and easily identifiable until delivery.

4.4 Packaging
The Supplier must pack the Products in a proper manner, if applicable, and label them in accordance with all applicable regulations, secure the Products and guarantee a suitable means of transport. The Supplier is liable for damage to the Products caused by faulty packaging and/or transport.

4.5 Partial delivery
Deliveries of ordered Products in parts are only permitted if this is explicitly stated in the PO.

4.6 Dispatch notice
The Supplier must send the Purchaser, separately from the Products and the invoice, a detailed dispatch notice for each consignment on the day on which the Products are dispatched.

4.7 Accompanying documents
Products must be accompanied by a delivery note and packing slip. The PO number of the Purchaser and the article number must be mentioned in all delivery documents, as well as the weight and the customs clearance code of the product.
The order number as well as any markings specified by the Purchaser must be affixed to the packaging in a sufficiently clear and visible manner.

If the Products are shipped by ship, the name of the transport company and the name of the ship must be stated on the shipping documents and on the invoice.
The delivery documents must be enclosed separately and in triplicate with the transport documents.

The Supplier must print a full statement of the PO number and the delivery address, as specified by the Purchaser, on all dispatch notes, delivery notes, packing slips, waybills, and invoices, as well as on the outside of the packaging of the Products and elsewhere, if applicable.

4.8 Hazardous Products
The Supplier shall pack, mark and transport hazardous Products in accordance with the applicable national and international regulations. The accompanying documents (VIB, MSDS, SDS) must state not only the risk category, but also any further details required by the applicable transport regulations.

4.9 Costs and penalties
Any consignments which the Purchaser is unable to accept because the conditions of article 4 have not been met will be stored at the Supplier's expense and risk. The Purchaser has the right to check the content and condition of such consignments.
The Supplier is liable for any damage resulting from failure to comply with the conditions of article 4 and must compensate any costs and/or penalties caused as a result. The Supplier is responsible for his subcontractors and must ensure that they meet the conditions referred to in this article 4.

Article 5. Postponement of delivery
The Purchaser has the right to postpone in writing the delivery of ordered Products for a period not exceeding 180 (one hundred and eighty) calendar days unless postponement would be unreasonable in view of all the circumstances of the case. If the Purchaser wishes to exercise this right, the Supplier shall, at his expense and risk, store the Products in a suitable place isolated for the benefit of the Purchaser, insure them and take appropriate measures to prevent any loss of quality.

Article 6. Timely delivery
6.1 Delivery time
The delivery period starts on the date indicated in the PO, or on a date agreed between the Parties.
The agreed delivery date(s) or term(s) of the Agreement are punctual and binding and apply to the entire delivery, including the associated drawings and/or other documents.

6.2 Delay in delivery of Products and Services
If the Supplier has a reason to believe that it will not be possible to fulfil, or timely fulfil (part of) his contractual obligations, he must immediately inform the Purchaser, stating the reasons and the probable duration of the delay.

6.3 Reimbursement
In the event that the Supplier is in default and timely performance is no longer possible, the Supplier will be obliged to immediately repay to the Purchaser all (advance) payments already received by him under the relevant Agreement, without the Supplier having the right to set off these amounts against any claims he may have against the Purchaser.

Article 7. Quality, guarantee and quality of the delivery
7.1 Guarantees
The Supplier guarantees that the Products:

- fully comply with the provisions of the Agreement, the stated specifications and the Purchaser's reasonable expectations regarding the requirements of generally accepted technical practices, industry standards and norms, quality, and reliability; The Supplier warrants the Products against design-, production- and operational defects and against any defect in the material and parts. The warranty includes all costs for parts and labour.
- are suitable for the purpose for which the delivery is intended by nature or according to the order or order.
- will meet reasonable market expectations regarding its sustainability performance.
- are free of defects upon delivery.
- or parts thereof can be re-delivered by the Supplier for a period of 10 years after delivery of the delivered Products.
- (This provision applies only to technical/mechanical Products).
- be free of seizures, retention of title and rights of third parties.
- comply with the legal requirements applicable in Belgium and other applicable (international) government regulations.
- if applicable: meet the CE conformity requirements and include a Declaration of Conformity. The content of the CE Declaration of Conformity must be based on the model declaration in Annex III to Decision No 768/2008 / EC or on a model declaration directly attached to the relevant Union harmonization legislation.
- bear an indication of the producer or the person placing them on the market.
- including all parts, components and raw materials, not produced, supplied or performed, in whole or in part, in violation of any applicable trade or economic sanction, export control, embargo or similar legal requirement or prohibition, regulation, rule, measure, restriction, licence, including without limitation those of the European Union, Switzerland, the United States and the United Nations (hereinafter the "Sanctions Rules"), or (ii) none of the third parties (such as agents, Suppliers or subcontractors) engaged in the manufacture of Products are subject to any applicable Sanctions Rules.
- packaging, raw materials and consumables have as little impact on the environment as possible. Work that may have a negative impact on the environment, for example due to emissions to air, water, or soil, must be explicitly reported in advance.

The Supplier warrants that the Services:

- are performed by a competent Service Provider who has the necessary professional skills and experience about the Services to be performed.
- are fully in accordance with the provisions of the Agreement, the specifications stated and the reasonable expectations of the Purchaser about the requirements of minimum expertise and professionalism in accordance with the norms and standards prevailing in the industry, quality, and reliability of the execution.

7.2 Information regarding the Products
The Supplier shall, if so requested by the Purchaser, provide the Purchaser with sufficient and correct information about his Products in the correct European language(s) and shall fully comply with environmental, social and governance requirements pursuant to applicable (inter)national laws and regulations, directives, regulations and administrative orders, including but not limited to EU Directive 2011/65/EU "Restriction of the use of certain hazardous substances in electrical and electronic equipment ("RoHS Directive")", Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation") and Directive 94/62/EC on packaging and packaging waste ("Packaging Directive").

7.3 Period of warranty
The warranty period for all used (second-hand) Products is one (1) year from the day of delivery.

The warranty period for all new Products is two (2) years from the date of delivery.

If the Supplier is notified of a defect, the duration of the warranty must be extended by the time that elapses between that notification and the repair of the defect.

If the Product supplied by the Supplier is completely replaced by a new Product, the warranty period must start anew as soon as the new Product is delivered. If the product is partially replaced, the guarantee period for these new parts must commence again.

The warranties by the Supplier apply equally to all Products manufactured by subcontractors.
Products that are the subject of a complaint under the guarantee will remain at the disposal of the Purchaser until replacement Products have been delivered, after which they will become the property of the Supplier.

Acceptance of the delivery of Products by the Purchaser does not release the Supplier from his obligations under the guarantee.

7.4 Product liability
The Supplier indemnifies the Purchaser against all claims of third parties relating to the Agreement between the Supplier and the Purchaser, and against all claims relating to (product) liability and claims arising from product liability legislation, if the defect giving rise to the claim is caused by the Products delivered, by the Supplier or by any Supplier of the Supplier.

7.5 Permits
The Supplier will ensure the timely acquisition of the permissions, permits or licences required for the performance of the Agreement and compliance with the conditions set out therein. The timely availability of the required licences and permits is a precondition for the existence of the Agreement and the absence thereof is a reason for dissolution.

Article 8. Testing and inspection
8.1 Check of quantities and specifications of delivery
The Purchaser will check the delivered Products for quantities and characteristics within five (5) days.

8.2 Testing and inspection before shipment
The Supplier shall be obliged to inspect and/or test the goods to be delivered prior to dispatch in order to establish that the goods fully comply with what has been agreed between the Parties. The Supplier shall inform the Purchaser in good time in advance of such an inspection or test in order to give the Purchaser and his representatives the opportunity to be present at this inspection or test.

8.3 Results
If the Purchaser so requests, the Supplier shall provide a certified copy of the inspection results or of the inspection or test report, whichever is applicable.
The Purchaser is entitled, if he has requested the Supplier to do so in good time, to have further inspections or tests carried out at his own expense, in which case the Supplier is obliged to cooperate fully.

8.4 Inspection at the Supplier
The Purchaser is entitled (but never obliged) during the production, manufacture, assembly, mounting and installation of the Products to inspect and/or, during normal working hours, to have them inspected and/or, during normal working hours, to have them inspected. The Supplier is obliged to grant the Purchaser's employees and representatives and those carrying out the inspection or testing access to the premises and spaces where these Products are located and, if necessary, to provide a suitable space for the inspection or testing and to provide the required cooperation.

8.5 Costs
If and insofar as the Parties have not expressly agreed otherwise in writing, the costs of inspections, tests or reinspection shall be borne by the Supplier.

8.6 Notification non-conformity
If, on the occasion of any inspection or testing, the Purchaser discovers that the Products (or any part thereof) do not comply with the description or indications in the PO, or otherwise do not comply with the Agreement, or that it is plausible that the Products (or any part thereof) will not comply with the Agreement at the time of completion of the production, manufacture, assembly, assembly or installation, the Purchaser will inform the Supplier of this in writing. As the occasion arises, the Supplier is obliged to take all necessary measures to ensure that the goods will comply with the descriptions, indications and specifications as agreed and reasonably expected.

8.7 Warranty for hidden defects/inherent vice
The Supplier is obliged to indemnify against the hidden defects/inherent vice of the Products sold, which make it unfit for the use for which it is intended, or which reduce this use to such an extent that the Purchaser, if he had known about the defects/inherent vice, would not have purchased the Products, or would have bought the Products only at a lower Price.

8.8 Defective Products
The Purchaser must inform the Supplier of any defects in the Products delivered:
a. within ten (10) working days after delivery, if that defect or deviation is visible upon reasonable inspection of the packaged product upon delivery; or
b. within ten (10) working days after discovery, if that defect or deviation is not visible, but is first discovered when unpacking, installing, or commissioning the product;
If the Products delivered do not meet any requirements, the Supplier is liable, and the Purchaser is at liberty to do so:

- to require the repair of the defect or the delivery of the Products without defects within two (2) working days following the notification of the defect or, if this period is not reasonable, a period to be agreed upon.
- demand an alternative Product without any additional cost.
- dissolve the Agreement, or
- reduce the purchase Price of the Products within the existing legal conditions.
- claiming compensation or reimbursement of costs.

In urgent cases, or if the Supplier remains in default or fails to remedy a defect, the Purchaser may remedy the defect himself at the expense of the Supplier.

Article 9. Services
The Supplier shall document, provide, install, commission and/or repair the Services in accordance with all reasonable instructions from the Purchaser.

The Purchaser and its appointed representative(s) are at all times entitled to inspect or have inspected the Services or a part thereof, to examine or to have examined the Services, to evaluate or have evaluated the Services and/or part thereof, regardless of where the Services are performed.

Inspection, review, investigation, testing, purchase, comment, approval and/or payment by or on behalf of Purchaser shall not release Supplier from any obligation, warranty, or liability.

The Supplier warrants that the Services:

- be performed by competent personnel which has the necessary professional skills as well as the necessary experience with regard to the Services to be performed.
- fully comply with the provisions of the Agreement, the specified specifications and the Purchaser's reasonable expectations with regard to the requirements of minimum expertise and professionalism in accordance with industry norms and standards, quality, and reliability with regard to execution.

Article 10. Terms of payment
10.1 Acceptance of the invoice
The Purchaser has a period of fifteen (15) calendar days after receipt of the invoice to make comments, complaints, or protests. After this period, the invoice shall be deemed to have been irrevocably and unreservedly accepted by the Purchaser.

If the Purchaser protests a part of the invoice, the Purchaser will clearly indicate which part of the invoice is protested and to which amount this protest relates.

All payments or abbreviations by the Purchaser are first charged on the principal amount, and only afterwards on the interests and costs, whereby the Parties expressly deviate from articles 5.208 -5.210 of the Civil Code.

10.2 Payment term
The invoices of the Supplier shall be paid within sixty (60) days from the invoice date unless a shorter payment period has been explicitly agreed upon.

10.3 Security
Depending on the specific circumstances or the scope of the delivery, the Purchaser is entitled to demand a bank guarantee or other security from the Supplier.

10.4 Invoice requirements

The Supplier shall state the following details on the invoice:

- the Purchase Order number of the Purchaser.
- the number of each individual item.
- the quantity.
- the department and the person who placed the order.

If relevant:

- type of machinery.
- serial number(s).
- year of make.

From 1 January 2026, invoices and credit notes between Belgian VAT payers may only be sent via the Peppol network.

- Invoices and credit notes received by other means will no longer be accepted and will, by definition, be considered as not received.
- Supporting documents must always be attached to the Peppol invoice as a PDF file.
- Invoices must state our work order number or order number.
- Non-Belgian entities and Belgian entities not subject to VAT should preferably send their invoices via Peppol. If this is not possible, the invoice must be sent together with the supporting documents as a single PDF file to invoice@aertssen.be.
- Invoices are payable in accordance with the payment term stated on the order form (60 days after the invoice date).

10.5 Settlement

The Purchaser will be entitled to set off against the Price all amounts owed by the Supplier to the Purchaser, pursuant to the Agreement or otherwise, including any VAT owed.
Payment by the Purchaser does not affect its possible rights vis-à-vis the Supplier.

10.6 Late payment

In the event of non-payment of the invoice on its due date and following a fourteen (14) days' notice of default without further action, the amount still due will automatically bear interest at the reference rate set by the ECB in the Act of 2 August 2002, on combating overdue payments in commercial transactions.

Article 11. Discount

Unless otherwise agreed, the Buyer is entitled to a discount. The discount is calculated on the basis of the invoiced turnover excluding credit notes and VAT.

The percentage of the discount is determined shortly after entering into the cooperation.
The discount is calculated once a year and is deducted from the last outstanding invoice(s), unless agreed otherwise

Article 12. Intellectual property rights

The Supplier warrants and guarantees that it is the legal owner of all licenses, recognitions, know-how, copyrights, trade names, designs, models or any other intellectual property rights associated with, or required for, the use and full enjoyment of the Products and/or Services provided by and in full for the benefit of the Purchaser (hereinafter referred to as the "intellectual property rights"), and grants to the Purchaser, to the extent useful, a free, irrevocable, non-exclusive, fully paid and royalty-free and (in space and time) unlimited license to the Intellectual Property Rights, in order to ensure the full and unrestricted benefit and use of the Products and/or Services provided by the Purchaser.

In the event of infringements of intellectual property rights of one or more third parties, violations of trade secrets and/or the commission of unfair commercial practices, the Supplier is obliged to immediately take the following measures at its sole expense:

- indemnify and hold Purchaser harmless from any and all repossession or other third-party claims or sanctions.
- compensate the Purchaser for all loss and damage suffered and all consequential damages (including consequential damages, lost profits, lost savings, loss due to business delays, downtime of installations, loss due to the inability to use the Products and/or Services supplied). use, claims by Purchaser's business associates, etc.) and
- take all necessary measures to guarantee the necessary intellectual property rights or at least to guarantee their use under license, in order to guarantee the (future) enjoyment of the delivered Products and/or Services or, as the case may be, the delivered Products and/or or replace Services with similar Products and/or Services not covered by any Intellectual Property Rights held by third parties (in which case the Supplier shall assume all costs incurred by such replacement).

Article 13. Liability of Supplier

13.1 Compensation

Unless caused by a situation of force majeure, as compensation for the damage suffered by the Purchaser in the event of late delivery, the Purchaser is entitled, without prior notice of default, to impose a fixed penalty on the Supplier of 0.2% of the total Price per day of delay, with a minimum of € 100 per day of delay, of the Products that the Supplier cannot deliver or cannot deliver on time, without prejudice to the Purchaser's right to full compensation for all damage , which will be immediately due and payable on the date of imposition.

If the agreed Services are not provided on time and/or not properly, the Purchaser may, if possible, decide that a third party will perform the Services, whereby the Supplier must bear the costs of this service.

If it is not possible to have the Services performed by a third party, the Supplier is obliged to fully indemnify the Purchaser for all damage suffered.

13.2 Penalties

In the event that the delivery can no longer be fulfilled, the Supplier is liable for all damage suffered by the Purchaser as a result of this shortcoming in the fulfilment of the Agreement attributable to the Supplier or due to the violation of any other contractual or non-contractual obligation. .
If the Purchaser fails to meet the delivery times agreed with its customers due to the attributable fault of the Supplier, any penalty clauses that the Purchaser must pay to its customer will also be passed on to the Supplier. The imposition, collection, or settlement of this fine does not affect the Buyer's right to performance, compensation, and dissolution.
The Seller indemnifies the Purchaser against any claim from third parties in this respect.

Article 14. Unforeseeable circumstances

Parties expressly exclude the application of the regulation regarding unforeseeable circumstances as provided for in art 5.74 Civil Belgian Code.

Article 15. Force majeure

Force majeure exists in the event of imputable impossibility for one of the Parties to fulfil its obligation. The unforeseeable and unavoidable nature of the impediment to performance may be taken into consideration in this case.

The following situations may be considered as force majeure: any situation that is beyond the control of one of the Parties, such as:

- fire.
- labour disputes (strike).
- epidemics, pandemics.
- war.
- requisition.
- embargo.
- general transport shortages.
- energy restrictions or energy shortages.
- computer hacking and cyber attack.
- unavailability of materials and equipment, as far as this is due to a case of force majeure as described above.

In case of definitive force majeure, the Parties shall be fully released from their reciprocal obligations and the contract shall be dissolved.
In the event of temporary force majeure, fulfilment of the obligation shall be suspended for the duration of the temporary impossibility, plus the time required to restart the activities.

If the suspension is unreasonably long in relation to the originally proposed performance period, then each Party shall have the option to dissolve the Agreement, after a prior notice of default that has remained unanswered ten (10) working days after it was sent.

As soon as a Party has or should have knowledge of a case of force majeure, it must notify the other Party in writing within five (5) working days.

Any costs resulting from such a reported force majeure situation shall be borne exclusively by the affected Party.

Article 16. Purchaser's liability
The Purchaser is only liable for damage that is the direct and exclusive result of a shortcoming attributable to the Purchaser.
The Supplier must give the Purchaser notice of default in writing, granting the Purchaser a reasonable period of at least thirty (30) days to still fulfil its obligations.

Article 17. Obligation to provide information and confidentiality
The Supplier will provide the Purchaser with all information concerning the delivery that may be of interest to the Purchaser.
The Supplier will not provide any confidential information concerning the delivery to its own employees not involved in the delivery, nor to third parties, unless the Purchaser has given prior written permission for this.

Article 18. Termination of the Agreement
18.1 Concursus creditorum and insolvency
In the event of death, application or claim for or determination of bankruptcy, declaration of incapacity, liquidation, protective or executive attachment amongst third parties, or the transfer of a (relevant) part of the business to third parties, the Parties shall have the right to terminate the Agreement.
Such termination shall be notified in writing to the Party concerned or their legal successors.

18.2 Netting
In accordance with the provisions of articles 14 and 15 of the Financial Security Act of 15 December 2004 (Wet Financiële Zekerheid "WFZ"), the Parties declare that they agree with the principle of "netting" in the event of insolvency proceedings, seizure, or any other form of concourse. Where appropriate, the Parties will automatically compensate and settle all current and future debts in relation to each other.
This debt comparison /compensation will in any case be opposable to the liquidator and the other concurrent creditors, who will therefore not be able to object to the debt comparison conducted by the Parties.

18.3 Dissolution
Without prejudice to the rights to which the Purchaser is entitled, the Purchaser will be entitled to dissolve the Agreement in whole or in part, without notice of default or judicial intervention being required, by means of a registered written statement, without being obliged to pay compensation for any damage, if:

- the Supplier is in default with the fulfilment of the following obligations under the Agreement:
  - the Products are rejected after inspection.
  - the Products cause damage.
  - the Products are not delivered on time.
  - the Products do not meet the specifications.
  - The Products are encumbered.
- permits of the Supplier which are necessary for the performance of the Agreement will be revoked.
- any shortcoming on the part of the Supplier, for which it has been declared to be in default and which the Supplier has not rectified in full within fourteen (14) calendar days after the dispatch of the notice of default.
- the Supplier fails to achieve the agreed KPIs.

18.4 Risk delivered Products
In the event of dissolution, the risk of Products already delivered remains with the Supplier. The Supplier will immediately refund the amount already paid by the Purchaser. The Products will then be at the disposal of the Supplier and must be collected by him.
All claims which the Purchaser may have or obtain against the Supplier in the above cases will be immediately and fully due and payable.

Article 19. Insurances
19.1 Minimal insurance
The Supplier will sufficiently insure its liability under the law and/or the Agreement towards the Purchaser during the term of the Agreement.

19.2 Transportation insurance
The transport insurance policies are taken out in accordance with the agreed Incoterm.

19.3 Submitting certificates
At the simple request of the Purchaser, the Supplier must be able to submit insurance certificates about adequate coverage under a civil liability policy and a product Liability policy, as well as proof of payment of the premiums. The Purchaser will be informed immediately, directly and in writing by the insurer and will guarantee the Purchaser in the event of amendment, suspension, destruction, or cancellation of the policy.

Article 20. Protection of personal data
20.1 GDPR
Both Parties undertake to comply with the applicable legislation on data protection, the General Data Protection Regulation (GDPR) 2016/679 and ensures that its personnel and subcontractors also observe this legislation.

20.2 Controller
Both Parties are Controller as well as Processor and collect and process personal data, that Parties receive, for the purpose of

performance of the Agreement, the keeping of Supplier records, the accounting, to manage any disputes and direct marketing activities.

20.3 Lawful basis

The lawful basis for processing is the performance of the Agreement, the fulfilment of legal and regulatory obligations and / or the legitimate interest.

20.4 Appropriate measures

Both Parties adopted appropriate measures to guarantee the privacy and security of the personal data. Parties only transfer this personal data to processors, recipients and / or third parties insofar as this is necessary for the purposes for processing.

20.5 Liability correctness personal data

Both Parties are responsible for the correctness of the personal data they provide to one another, guarantee to have sufficient lawful basis to provide the personal data to one another and undertake to comply with the General Data Protection Regulation with regard to the data subjects from whom they provided the personal data, as well as with regard to all possible personal data that they receive from one another.

20.6 Data Protection Notice/Privacy Policy

The Suppler undertakes to provide this information regarding the processing including reference to the Data Protection Notice/Privacy Policy to the data subjects.

20.7 Rights data subjects

The Supplier confirms that he has been adequately informed about the processing of his personal data and his rights to access, correct, delete, and reject. For more information: consult the Privacy Policy on the website: https://www.aertssen.be/en/privacy-policy.

Article 21. Translation General Purchase Conditions

The present General Purchase Conditions are originally drawn up in the Dutch language.

With regard to the translations of the present Purchase Conditions to any other language: in the event of misunderstandings concerning the wording and the substance, the tenor, the scope and the interpretation of these translations, the Dutch text shall serve as basis and the explanation and interpretation of this text shall prevail over any translation. These Purchase Conditions shall be transmitted to the Supplier in Dutch, French, English or German, depending on the Supplier's choice.

Article 22. Disputes

22.1 Applicable law

All Agreements concluded by the Purchaser and all other obligations of the Purchaser are subject exclusively to Belgian law, to the exclusion of the provisions of private international law or other rules declaring the law of another jurisdiction outside Belgium applicable.

22.2 Competent court

All disputes relating to the conclusion, validity, interpretation and/or performance or termination of the Agreements shall be subject to the exclusive jurisdiction and venue of the Courts and Tribunals of Antwerp, Antwerp Division.

Article 23. Nullity

Should one or more provisions of the applicable clauses, be declared illegal, invalid, void, or unenforceable, in whole or in part, for whichever reason, this illegality, invalidity, nullity or unenforceability shall not affect the other clauses. Where appropriate, the Parties shall negotiate to the best of their ability and in good faith to replace this provision with a legal, valid, not null, void, and enforceable provision with a similar economic effect.