



## GENERAL PURCHASE TERMS & CONDITIONS

26/11/2023

### Definitions:

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

- **Agreement:** the entirety of document(s) and/or any other means of communication (e-mail, mobile applications, instant messaging, etc.), describing the nature of the Goods, the Price, and details (transport, insurance, and related formalities) of the sale of the Goods.
- **Goods:** second-hand vehicles (for example passenger cars, (light) trucks, dumpers, tippers, tractors, semi-trailers, cranes, and machines) and/or parts of these vehicles (spare parts, parts, and all related accessories such as lifting equipment, tyres, tools) without this list is exhaustive.
- **Pro forma invoice:** the Seller confirms by this document the order from the Purchaser.
- **Party:** the Seller or the Purchaser.
- **Parties:** the Seller and the Purchaser jointly.
- **Price:** the Price for the Goods and/or Services, as agreed in the Order Confirmation.
- **Purchase Order (PO):** the document and/or any other mean of communication used by the Purchaser (e-mail, mobile applications, instant messaging, etc.), indicating which Goods it wishes to purchase from the Seller.
- **Purchaser:** Aertssen Trading nv.
- **Seller:** the natural or legal person delivering Goods to the Purchaser. The Seller is regarded a specialised Seller.
- **Services:** the provision of Services provided by the Seller under the Agreement.

### Article 1. Applicability of Purchase Conditions

#### 1.1 Applicability

These Purchase Conditions apply to all order POs, all orders confirmed by the Purchaser and Agreements concerning the delivery of Goods 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.

In particular, the Seller declares that it has knowledge of all laws and regulations in the broadest sense, including the commercial customs and practices, both in the sector and specifically between the Parties, in accordance with Belgian law, which are applicable or will be changed in the future. on the execution of the Agreement.

#### 1.2 Rights or defence

The non-exercise by the Purchaser or of any right or defence granted to it in the Purchase Conditions can never be interpreted as a waiver of Purchaser's right or defence.

#### 1.3 Arrangement Aertssen Trading Purchase Conditions or other conditions

By accepting the PO, the Seller also agrees to the application of these General Purchase Conditions. Acceptance of these General Purchase Conditions also implies that the Seller fully waives the application of its own general terms and conditions.

Any remarks about the aforementioned General Purchase Conditions or the communication by the other Party 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 start of the work/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 (timeliness of the) work/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 Seller and without the incompatible clauses of the two sets of general terms and conditions of the Parties.

### Article 2. Contractual Documents

#### 2.1 Contractual Documents

These Purchase Conditions constitute a Contractual Document and therefore apply to the conclusion, the content, the implementation, and the termination of the Agreement between the Parties, as well as to all other legal acts and legal relationships between the Parties relating to the subject matter of the Agreement.

#### 2.2 Order of Contractual Documents

Except for deviating or additional Terms & Conditions accepted in writing by both Parties, the relationship between the Parties is governed by the following Contractual Documents:

- the Purchase Order (PO).
- the Purchase Conditions.

### Article 3. Conclusion of the Agreement

#### 3.1 Agreement

The Agreement is concluded after the Seller's Agreement with the Purchaser's PO or after the Purchaser's Agreement with the Seller's (proforma) invoice.

If the Seller's (proforma) invoice deviates from the PO, the Purchaser is only bound after it has expressly agreed in writing to the deviation.

#### 3.2 Revocation

The Purchaser has the right to revoke its offer within ten (10) days after the conclusion of the Agreement. The Seller has no right of revocation.

#### 3.3 Modifications to the Agreement

Change(s) in the Agreement must always be made in writing. Verbal Agreements and (oral/telephone) Agreements are only binding if confirmed in writing by both the Seller and the Purchaser.

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## Article 4. Order

### 4.1 Purchase Orders

All orders are placed by the Purchaser by means of an e-mail or any other (electronic) means of communication (SMS, WhatsApp) or verbally.

The Purchaser reserves the right to cancel the order it has placed if the Seller has not confirmed this in writing within three (3) days after receipt of the PO.

### 4.2 Changes in PO

The Purchaser has the right to make changes to the order before or during the execution of the order and to demand an additional delivery of Goods and/or Services. These additional Goods and/or Services are provided under the same conditions.

### 4.3 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 Seller.

### 4.4 Transfer of the Agreement

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

## Article 5. Price

The Purchaser indicates the purchase Price in the PO. The Buyer indicates the purchase Price in the PO. The purchase Price is in Euro, dollar, British pound or UAED and exclusive of VAT.

The purchase 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 duties, export duties) are included in the purchase Price, but also the service (dismantling, reassembly, installation), costs of necessary accessories and all other taxes, duties, levies, (license) fees, costs for tests and inspections, (transport-worthy) packaging, the certificates, the certificates, manuals and other user documents drawn up in English, and in the absence thereof, in Dutch or French.

The Seller's invoices must be sent separately from the Goods to the Purchaser's registered office.

## Article 6. Delivery

### 6.1 Incoterms 2020

The purchase of the Goods is in accordance with Incoterms 2020 DAP, DDP, CFR or CIF, unless otherwise agreed. The chosen Incoterms® are strictly applicable and regulate:

- (1) the place of delivery.
- (2) the obligations of Parties.
- (3) which Party arranges the insurance, permits, authorizations and other formalities relating to the carriage of the Goods. (4) which of the Parties arranges the transportation to where, and
- (5) when the costs and risks pass from the Seller to the Purchaser.

The applicable Incoterm followed by the place of delivery is expressly included in the PO/Pro forma invoice. If Agreements are made that conflict with the agreed Incoterm, the agreed Incoterm will take precedence over these deviating Agreements. If a delivery term is agreed, this will be stated on the PO/Pro forma invoice.

The Goods 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.

Mere delivery cannot be regarded as acceptance. The signing of the waybill, the approval of the quantities or any payment does not in any way imply acceptance of the delivered Goods and does not release the Seller from any warranty obligation and/or liability.

### 6.2 Transfer of ownership

Ownership of the Goods passes to the Purchaser at the time of (the first partial) payment. If a prepayment is agreed, the Purchaser acquires ownership of all Goods from the moment of prepayment and without any further acts of delivery.

### 6.3 Risks of the Goods

The risk of loss or damage to the Goods is in accordance with the agreed Incoterm.

The regulation of art 5.80 Civil Code is explicitly excluded.

The Seller is obliged to store the Goods separately and easily identifiable until delivery.

### 6.4 Packaging

The Seller must pack the Goods in a proper manner, if applicable, and label them in accordance with all applicable regulations, secure the Goods and guarantee a suitable means of transport. The Seller is liable for damage to the Goods caused by faulty packaging and/or transport. The costs of transport worthy packaging are included in the Price.

### 6.5 Partial delivery

Deliveries of ordered Goods in parts are only permitted if this is explicitly stated in the PO.

### 6.6 Dispatch notice

The Seller must send the Purchaser, separately from the Goods and the invoice, a detailed dispatch notice for each consignment on the day on which the Goods are dispatched.

### 6.7 Hazardous Goods

The Seller shall pack, mark and transport hazardous Goods 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.

## Article 7. Timely delivery

### 7.1 Delivery time

If a delivery term has been agreed, this will be indicated in the PO.

The agreed delivery date(s) or term(s) of the Agreement are punctual and binding and apply to the entire delivery, including the associated manuals/drawings and/or other documents.

### 7.2 Delivery

The acceptance by the Buyer of the deliveries as well as the payments made by it do not in any way imply an acknowledgment and/or acceptance of the deviations.

### 7.3 Delay in delivery of Goods

If the Seller 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. In such a case, the Purchaser is entitled, after notification to the Seller by e-mail, to dissolve the

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Agreement and to order the undelivered Goods and/or Services elsewhere.

#### 7.4 Refund

In the event that the Seller is in default and timely performance is no longer possible, the Seller is obliged to immediately repay to the Purchaser any (advance) payments already received by it under the relevant Agreement, without the Seller being entitled to set off these amounts against claims against the Purchaser due to him.

### Article 8. Warranties of Goods and Services

#### 8.1 Warranties

The Seller warrants that the Goods:

- fully comply with the provisions of the Agreement, the stated specifications and the Purchaser's reasonable expectations with regard to the requirements of generally accepted engineering practices, industry norms and standards, quality, and reliability.
- are guaranteed against defects in design, production, operation and against any defect in 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 PO.
- will meet reasonable market expectations for its sustainability performance.
- be free of defects upon delivery.
- or parts thereof can be supplied by the Seller during five (5) years after delivery of the delivered Goods; This provision only applies to technical/mechanical Goods).
- be free from seizures, retention of title and property rights of third parties.
- if applicable: comply with the CE conformity requirements and be provided with a Declaration of Conformity. The content of the CE Declaration of Conformity should be based on the model declaration set out in Annex III to Decision No 768/2008/EC or on a model declaration attached directly to the relevant Union harmonization legislation.
- be provided with an indication of the producer or the Party that places it on the market ((type plate/serial number); including all parts, components and raw materials, whether manufactured, supplied or performed in whole or in part, in violation of any applicable trade or economic sanction, export control, embargo or similar legal order or prohibition, regulation, rule, measure, restriction, license, including without limitation those of the European Union, Switzerland, the United States and the United Nations (hereinafter the "Penalties Rules"), or any of the third parties involved in the production of Goods (such as agents, Sellers or subcontractors ) are subject to any applicable Sanction Rules.

#### 8.2 indemnification inherent vice/hidden defects

The Seller is obliged to indemnify against the inherent vice (hidden defects) of the Goods sold, which make the Goods 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, would not have used the Good or only for would have bought at a lower Price.

#### 8.3 Warranty Period

The warranty period for all Goods is one (1) year from the date of delivery.

#### 8.4 Product liability

The Seller indemnifies the Purchaser against all claims of third parties relating to the Agreement between the Seller 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 Goods delivered, by the Seller or by any Seller of the Seller.

### Article 9. Checks and inspection

#### 9.1 Delivery check

The Purchaser will check the delivery of the Goods within five (5) working days for quantities and specifications.

#### 9.2 No obligation to check

The Purchaser has no obligation to check and/or test the Goods at the time of receipt or at any other time, including when using or paying for the Goods. The receipt of Goods by the Purchaser cannot be interpreted or cited as acceptance by the Purchaser, even if the Goods are used or paid for by the Purchaser after receipt. By receiving, using, or paying for the Goods, the Buyer does not lose the right to invoke any defect, non-conformity, or unsuitability.

#### 9.3 Reporting non-conformity

If, on the occasion of any check, inspection or test, the Purchaser discovers that the Goods (or any part thereof) do not comply with the Agreement, or that it is probable that the Goods (or any part thereof) will not meet the requirements when put in use, the Purchaser shall notify Seller by telephone/in writing. The Seller is obliged, where appropriate, to take all necessary measures to ensure that the Goods comply with the descriptions, indications and specifications as agreed and reasonably foreseeable.

#### 9.4 Defective Goods

The Purchaser must notify the Seller of any defects in the Goods 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 thereof, or
- b) within ten (10) business days of discovery, if such defect or discrepancy is not apparent, but is only discovered upon unpacking, installing, or putting the Product into service.

If the delivered Goods do not meet the requirements set and/or are defective, the Seller is liable, and the Purchaser is free to:

- demand delivery of the missing (part of ) the Goods.
- demand a repair of the defect or to require a delivery of Goods free of defects within ten (10) working days after the notification of the defect or, if this period is not reasonable, a period to be agreed upon.
- demand the replacement of the Good or an alternative Good without any additional cost.
- to dissolve the Agreement.
- to reduce the Price of the Goods within the existing legal conditions.
- to demand compensation or reimbursement of expenses.

In urgent cases, or if the Seller defaults or fails to remedy a defect, the Purchaser may repair/remedy the defect itself at the expense of the Seller.

### Article 10. Services

The Seller shall document and deliver the Services in accordance with all reasonable instructions of the Purchaser.

The Purchaser and its appointed representative(s) shall be entitled at any time entitled to inspect or have the Services or any part thereof inspected, to examine the Services or have them examined, to test or have the Services tested or parts thereof, regardless of where the Services are performed.

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The inspection, assessment, examination, testing, purchase, comments, approval and/or payment by or on behalf of the Purchaser shall not release the Supplier from any obligation, warranty, or liability.

The Seller warrants that the Services:

- are performed by competent personnel who have the necessary professional skills as well as the necessary experience in respect of the Services to be performed.
- are fully in accordance with the provisions of the Agreement, the stated specifications and the Purchaser's reasonable expectations with regard to the requirements of minimum competence and professionalism in accordance with the norms and standards prevailing in the industry, quality, and reliability regarding the performance.

#### **Article 11. Terms of payment**

##### **11.1 Acceptance of the invoice**

The invoice can only be drawn up after submission of any required inspection reports, certificates, tests, technical data sheets, guarantee certificates, as well as all other documents and those made mandatory by legislation and binding provisions.

The Purchaser must make any comments, complaints, or protests within a reasonable time after receipt of the invoice.

If the Purchaser protests part of the invoice, the Purchaser will clearly indicate which part of the invoice is being 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.

##### **11.2 Payment term**

The invoices of the Seller shall be paid within sixty (60) days from the invoice date unless a shorter payment period has been explicitly agreed upon or another arrangement has been agreed.

##### **11.3 Securities**

Depending on the specific circumstances or the scope of the delivery, the Buyer is entitled to demand a bank guarantee or other security from the Seller.

##### **11.4 Invoice requirements**

The Seller shall state the following details on the invoice:

- Purchaser's PO number.
- the number of each individual article.
- Intrastat (HS) code.
- the amount/quantity.
- any spare parts.
- place of delivery.
- machine type.
- serial number.
- construction year.
- weight and dimensions.

If these data are missing, the Purchaser has the right to suspend the payment. The Purchaser's PO number must be stated in all correspondence. Any additional Goods must be stated separately on the invoice.

##### **11.5 Settlement**

The Purchaser will be entitled to set off against the Price all amounts owed by the Seller 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 Seller.

#### **11.6 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, as amended by the Act of 22 November 2013 implementing European Directive 2011/7/EC of 16 February 2011, on combating overdue payment in commercial transactions

#### **Article 12. Liability of Seller**

##### **12.1 Compensation**

As compensation for the damage suffered by the Purchaser in the event of late delivery, the Purchaser shall be entitled, without prior notice, to impose on the Supplier a flat-rate penalty of 1% of the Price of the Goods per calendar week (or part of an exceeding of the calendar week), up to a maximum of 10% of the Price of the Goods which the Seller is unable to deliver or cannot deliver on time, which will be immediately due and payable on the date of imposition.

The Purchaser reserves the right, if it can be demonstrated that this compensation is not sufficient, to claim a higher compensation.

For failure to provide the agreed Services on time, if possible, the Purchaser may decide that the Services be performed by a third party, with the cost of this service to be borne by the Seller.

If it is not possible to have the Services performed by a third party, the Seller shall be obliged to fully compensate the Buyer for all damages suffered.

In the event that the purchase Price has already been paid in full and there is a late delivery, the Seller is obliged to pay the compensation to the Purchaser within five (5) working days.

##### **12.2 Fines**

If the Purchaser fails to meet the delivery times agreed with its customers due to the Seller's fault, any fines, and damages which the Purchaser is required to pay to its customer will also be passed on to the Seller. The imposition, collection or settlement of this penalty will not affect the Purchaser's right to performance, compensation, and dissolution.

The Seller indemnifies the Purchaser against any claim from third parties in this respect.

#### **Article 13. Unforeseeable circumstances**

Parties expressly exclude the regulation regarding unforeseeable circumstances as provided for in article 5.74 Civil Code.

#### **Article 14. 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.

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- 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 has the option to dissolve the contract, 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 15. 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 Seller 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 16. Obligation to provide information and confidentiality**

##### **16.1 Obligation to provide information**

The Seller will provide the Purchaser with all information concerning the delivery that may be of interest to the Purchaser. The Seller 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.

##### **16.2 Confidential information**

Confidential information shall be understood to mean:

all information of a confidential nature which is disclosed by the Purchaser to the Seller in writing or verbally and which at any time is regarded as confidential or the confidentiality of which must reasonably be assumed according to its nature or under the circumstances of disclosure.

Confidential information will always remain the property of the Purchaser and will be returned at the request of the Purchaser.

The Seller is not permitted to disclose confidential information except to the following:

- (i) those third parties authorised in writing by the Purchaser, or
- (ii) employees or third parties who are required to have knowledge of such confidential information in connection with the Agreement, provided that the Seller ensures that such employees and/or third parties accept obligations of confidentiality, non-disclosure and return of materials that are at least as strict as the obligations in these Purchase Conditions. The Seller shall not be permitted to use confidential information for purposes other than fulfilment of its obligations under the Agreement

##### **16.3 Appropriate measures**

Seller shall take all necessary or appropriate measures to protect Confidential Information against unauthorised disclosure or use, shall immediately notify the Purchaser of any unauthorised disclosure or use of Confidential Information, and shall furthermore take all such actions as the Purchaser may reasonably request to prevent further unauthorised use or unauthorised disclosure thereof.

The obligation set out in article 16 shall not apply to the extent, but only to the extent, of confidential information:

- is made generally available to the public without this being imputable to the Seller.
- must be made public pursuant to any applicable law, regulation, or government regulation.

Prior to disclosure the Seller will inform the Purchaser of that disclosure, which Confidential Information is concerned and the extent to which the Confidential Information is disclosed.

Without the prior written consent of the Purchaser, the Seller is not permitted to use the name of the Purchaser, photographs of the Purchaser machines or customer names of the Purchaser in advertisements and other commercial expressions.

#### **Article 17. Termination of the Agreement**

##### **17.1 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.

##### **17.2 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 carried out by the Parties.

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

##### **17.4 Risk delivered Goods**

In the event of dissolution, the risk of Goods already delivered remains with the Seller. The Seller will immediately refund the amount already paid by the Purchaser. The Goods will then be at the disposal of the Seller and must be collected by him at his expense.

All claims which the Purchaser may have or obtain against the Seller in the above cases will be immediately and fully due and payable.

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## **Article 18. Insurances**

### **18.1 Minimal insurance**

The Seller will sufficiently insure its liability under the law and/or the Agreement towards the Purchaser during the term of the Agreement.

### **18.2 Transport Insurance**

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

### **18.3 Submitting certificates**

At the simple request of the Purchaser, the Seller must be able to submit insurance certificates proving adequate coverage under a civil liability policy, a product Liability policy and cargo insurance, 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 19. Protection of personal data**

### **19.1 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.

### **19.2 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's records, the accounting, to manage any disputes and direct marketing activities.

### **19.3 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.

### **19.4 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 as far as this is necessary for the purposes for processing.

### **19.5 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.

### **19.6 Data Protection Notice/Privacy Policy**

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

### **19.7 Rights data subjects**

The Seller 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 Data Protection Notice on the website: [www.aertssen.be/en/privacy/](http://www.aertssen.be/en/privacy/).

## **Article 20. Translation Purchase Conditions**

The present 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 Seller in Dutch, French, English or German, depending on the Seller's choice.

## **Article 21. Disputes**

### **21.1 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.

The dispositions of the Vienna Sales Convention (CISG) are expressly excluded.

### **21.2 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 22. 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.

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