



GENERAL PURCHASE TERMS & CONDITIONS

14/03/2023

Definitions:

In these General Purchase Terms & Conditions of Aertssen Group nv, hereinafter referred to as "the General Purchase Conditions," the terms and expressions used below 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.
- **Contractual Documents:** the documents as mentioned under article 2.
- **Order confirmation:** the document, issued by the Supplier, with which he accepts the Order.
- **Party:** the Purchaser or the Supplier.
- **Parties:** the Purchaser and the Supplier jointly.
- **Price:** The Price for the Products, as agreed in the Purchase Order and/or Order confirmation.
- **Products:** all Goods that shall be purchased by the Purchaser.
- **Purchaser:** Aertssen Group nv and any company affiliated with Aertssen Group nv.
- **Purchase Order (PO):** the Purchaser's document containing the terms and conditions of the Order and purchase of the Products by the Purchaser from the Supplier.
- **Services:** the provision of Services provided by the Supplier under the Agreement.
- **Supplier:** the natural or legal person from which the Purchaser purchases 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.

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 special conditions.
- the General Purchase Conditions.

These aforementioned documents complement each other. In the above enumeration, the Contractual Documents are listed hierarchically in order of importance, whereby the first mentioned Contractual Document prevails over the Contractual Documents subsequently mentioned. The Contractual Documents are interpreted in relation to each other.

1.2 Arrangement General Purchase Conditions or other conditions

By accepting the PO, the Supplier also agrees to the application of these General Purchase Conditions.

Acceptance of these General Purchase Conditions also implies that the Supplier fully waives the application of its own 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 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.

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.

Article 3. Order

3.1 Purchase Order

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.

If the Order confirmation differs from the original Purchase Order with regard to the Prices stated by the Purchaser, the Supplier is obliged to immediately contact the Purchaser in order to clarify the deviations.

In the event of a deviation from the original PO, the Purchaser is only bound after it has expressly agreed in writing to the deviation.

Acceptance by the Purchaser of the deliveries as well as payments made by it do not imply acknowledgment of the deviations.

3.2 Changes by the Purchaser

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

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Article 4. Price

The Purchaser indicates the Prices in the Order Form, unless otherwise agreed. The agreed Prices are in Euro 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- and export duties) are included in the purchase Price, but also the service, 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 5. Delivery

5.1 DDP 2020

The Prices are based on delivery DDP 2020, place of delivery, unless explicitly agreed otherwise.

In principle, deliveries can be made on any legal working day from Monday to Friday between 08:00 and 16:30, unless expressly agreed otherwise in writing.

The ordered Products must be delivered to the place of destination indicated by the Purchaser. If no place of destination has been designated in the Agreement, the principal place of business of the Purchaser is the place of destination.

5.2 Transfer of ownership and risk

In the case of DDP 2020 delivery, the delivery is at the risk of the Supplier until it has arrived and unloaded at the agreed place of delivery and has been accepted by the Purchaser in writing by an authorized person stating his name. Ownership of the Products passes to the Purchaser at the time of delivery.

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.

5.3 Prepayment

In the exceptional case of prepayment of the Products, the Purchaser acquires ownership of all materials from the moment of prepayment and without any further acts of delivery. The risk associated with these Products remains in accordance with the agreed Incoterm.

The Supplier is obliged to store the Products separately and easily identifiable until delivery.

5.4 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 suitable means of transport. The Supplier is liable for damage to the Products caused by faulty packaging and/or transport.

5.5 Partial delivery

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

5.6 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.

5.7 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.

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 Refund

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

Article 7. Warranties of Products and Services

7.1 Warranties

The Supplier warrants that the Products:

- fully comply with the provisions of the Agreement, the stated specifications and the Purchaser's reasonable expectations with regard to the requirements of 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.
- whether parts thereof can be supplied by the Supplier during five (5) years after delivery of the delivered Products; This provision only applies to technical/mechanical Products).
- be free from 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: 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; 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

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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 Products (such as agents, suppliers or subcontractors) are subject to any applicable Sanction Rules.

- packaging, raw materials and auxiliary materials burden the environment as little as possible. Activities that can have a negative impact on the environment, for example through emissions to the air, water, or soil, must be explicitly reported in advance.

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") and ISPM 15 Regulations for packaging wood used in international trade.

7.3 Guarantee period

The warranty period for all new Products is two (2) years from the date of delivery.
The warranty period for all used (second-hand) Products is one (1) year from the day of delivery.

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. Tests and inspection

8.1 Delivery check

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

8.2 No obligation to check

The Purchaser has no obligation to inspect the Products at the time of receipt or at any other time, not even when the Products are used, processed, or paid. The receipt of Products by the Purchaser cannot be interpreted or cited as acceptance by the Supplier, even if the Products are used, processed, or paid for by the Purchaser after receipt. The Purchaser does not lose any right to invoke any defect, non-conformity, or unsuitability by receiving, using, processing, or paying for the Products.

8.3 Notification non-conformity

If, on the occasion of any check, inspection or test, the Purchaser discovers that the Products (or any part thereof) do not comply

with the description or indications in the Purchase Order, or otherwise do not comply with the Agreement, or that it is plausible that the Products (or any part thereof) at the time of completion of production, manufacture, assembly, assembly, mounting or installation, the Purchaser shall notify Supplier in writing. The Supplier is obliged, where appropriate, to take all necessary measures to ensure that the Products comply with the descriptions, indications and specifications as agreed and reasonably foreseeable.

8.4 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.

8.5 Defective Products

The Purchaser must notify the Supplier of any defects in the Products delivered:

- 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
- 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 Products do not comply with the specified requirements and/or are defective, the Supplier is liable, and the Purchaser is free to:

- demand delivery of the (missing part of) the Product.
- demand repair of the defect or the delivery of the Products without requiring defects within three (3) working days after the notification of the defect or, if this period is not reasonable, a period to be agreed upon.
- demand an alternative Product at no additional cost.
- dissolve the Agreement.
- reduce the Price of the Products within the existing legal conditions.
- demand compensation or reimbursement of expenses.

In urgent cases, or if the Supplier defaults or fails to remedy a defect, the Purchaser may repair/remedy the defect itself 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

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norms and standards, quality, and reliability with regard to execution.

Article 10. Terms of payment

10.1 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 mentioned in the Contractual 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.

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.
- intrastat- code.
- delivery date.
- the quantity.
- place of delivery.
- the department and the person who placed the Order.

If relevant:

- type of machinery.
- serial number(s).
- year of make.
- 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 Products must be stated separately on the invoice.

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. 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 12. Liability of Supplier

12.1 Compensation

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. (e.g., fines and damages, which the Purchaser must pay to its customer).

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.

Article 13. Unforeseeable circumstances

Parties expressly exclude the application of the regulation regarding unforeseeable circumstances as provided for in article 5.74 of the 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:

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- fire.
- labour disputes (strike).
- epidemics, pandemics.
- war.
- requisition.
- embargo.
- general transport shortages.
- energy restrictions or energy shortages.
- 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 15. 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 16. Termination of the Agreement

16.1 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.

16.2 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.

16.3 Conditions of 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.

16.4 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 17. Insurances

17.1 Minimal insurance

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

17.2 Transportation insurance

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

17.3 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 18. Protection of personal data

18.1 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.

18.2 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.

18.3 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.

18.4 Appropriate measures

Both Parties adopted appropriate measures to guarantee the privacy and security of the personal data. Parties only transfer

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this personal data to processors, recipients and / or third parties as far as this is necessary for the purposes for processing.

18.5 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.

18.6 Data Protection Notice/Privacy Policy

The Supplier undertakes to provide this information regarding the processing including reference to the Data Protection Notice to the data subjects.

18.7 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 19. 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 20. Disputes

20.1 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 provisions of the Vienna Sales Convention (CISG) are expressly excluded.

20.2 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 21. 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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