

GENERAL CONDITIONS OF PURCHASE – JDICI INNOVATION (JDICI) SAFS.

1. Acceptance Of Purchase Order

- Agreement by The Supplier to furnish the materials or services hereby ordered, or its furnishing such materials or services in whole or in part, shall constitute acceptance by The Supplier of this purchase order subject to these terms and conditions. Any terms or conditions proposed by The Supplier inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to by JDICI. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by JDICI. These terms and conditions, together with such modifications as accepted in writing by JDICI, constitute the entire agreement between the parties.
- The Supplier shall send back a signed copy or an email or any other written way as order acknowledgement and agreement within five (5) days. Failure to do so shall imply the acceptance of the purchase order with all these purchasing terms and conditions or shall entitle JDICI to cancel the order without any compensation whatsoever.

2. Shipping Instructions

- Delivery is made in accordance with the Incoterms 2010 published by the International Chamber of Commerce as mentioned in the purchase order and shall at all time comply with JDICI's written shipping instructions.
- The Supplier shall be responsible for ensuring the proper packaging of materials hereunder.
- When offering for transport or transporting dangerous goods the supplier shall strictly adhere to statutory provisions and provisions of international treaties, conventions and agreements relating to transport of goods applicable in the countries to be communicated by JDICI or otherwise reasonably known by The Supplier where the goods will be transported.
- On JDICI's demand the supplier shall provide such written information regarding the compositions of dangerous goods so that transport, warehousing and processing thereof may be affected in compliance with the relevant provisions of laws, international treaties, conventions and agreements applicable in the countries referred to in the foregoing paragraph.
- The Supplier will not be released from his obligation under this point 2 by relying on information provided by us regarding the above-mentioned provisions.

3. Delivery - Notice of Delay

- Time is binding and constitutes an essential element of this purchase order, and no acts of The Buyer, including without limitation modifications of this purchase order or acceptance of late deliveries, shall constitute waiver of this provision. The Buyer also reserves the right to refuse or return at The Suppliers risk and expense shipments made in excess of Buyer's orders or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.
- The Supplier shall notify The Buyer in writing immediately of any actual or potential delay or threat to delay the timely performance of this purchase order.
- In the event of a delay in the delivery or performance, The Buyer shall be entitled, automatically and without notice of default, to apply a penalty for each week of delay, amounting to 1% of the total amount of the purchase order up to a maximum of 10% of the total amount of the purchase order (excluding VAT). Such penalties shall be deducted from subsequent payments which shall not relieve The Supplier of its obligations under this purchase order.
- Failure by the supplier to perform within the agreed time or times, to adhere to the agreed quantities, to fulfil the requirements pursuant to point 5 hereof of otherwise to perform any of the obligations pursuant to this order agreement(s) relating thereto shall entitle us at our option:
 - to give the supplier the opportunity to remedy his failure within a period of time to be fixed by us, or
 - to cancel the order at our option, wholly or partially without notice of default or recourse to the court; we shall also be entitled to cancel in such manner in the event that the supplier shall not have remedied his failure within the period of time fixed by us in accordance with i) above.

Provided always that we shall be entitled to be indemnified by the supplier for all losses, damages, costs and expenses including fines which we may incur directly or indirectly as a result of such failure.

4. Price - Payment

Unless otherwise agreed in writing the prices are firm and non-revisable for all deliveries of this order. Suppliers invoice are settled at our choice at sixty days after the end of the month either the date of receipt of the invoice or the date of acceptance and approval of the goods. Suppliers Invoices may, if we wish, be paid cash with a discount of 3%. In the event of a partial delivery, we reserve the right to await the delivery of the balance before making payment in accordance with the above conditions.

5. Warranty

- The Supplier warrants the materials delivered or services rendered on this purchase order to be free from defects in workmanship, materials, and design, and to be in accordance with JDICI's specifications, drawings, and/or samples in all respects, further that the goods are or sound workmanship, of good quality and free goods and their performance shall satisfy mandatory regulations relating to health, safety, protection of the environment and electromagnetic interference, valid in the country for which the goods are destined if this destination was communicated to him or was otherwise reasonably known to him. These warranties shall survive final acceptance and payment.
- Where the order provides for installation, assembly, commissioning any other work to be carried out by The Supplier the same shall be executed with good workmanship. The Supplier shall execute the work with an adequate or the agreed number of persons and quantities of materials, component parts, equipment and tools of adequate or the agreed qualifications or quality as the case may be. The Supplier guarantees that the work shall be executed in accordance with the agreed requirements and that the results intended to be achieved according to the order will be met.
- This warranty entitlement covers both JDICI and JDICI's customers.
- Unless otherwise agreed in writing, the minimum warranty period is of twelve months as from the date of provisional acceptance and the latest eighteen months as from the date of delivery.
- The Supplier shall be liable for and save JDICI harmless from any loss, damage, or expense whatsoever that JDICI may suffer from breach of any of these warranties, including replacement (if JDICI so elects) of nonconforming goods

6. Inspection

- Any material and workmanship shall be subject to inspection by JDICI or JDICI's customer before, during performance, and after delivery. JDICI may require The Supplier to repair or replace rejected material or The Buyer may accept any materials and upon discovery of non-conformance, may reject or keep and rework any such materials not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or re-inspection by The Buyer shall be at Seller's expense.
- If inspection and test are made on the premises of The Supplier or The Supplier's lower tier Subcontractors, The Supplier shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Article are supplementary to and not in lieu of the provisions of (a) above.
- Inspection of the goods in the factory of The Supplier implies neither delivery nor acceptance. The goods remain for the account and at the risk of The Supplier until the risk has passed to us in accordance with the agreed terms of delivery.
- JDICI's failure to inspect does not relieve The Supplier of any responsibility to perform according to the terms of the purchase order.

7. Acceptance

JDICI shall be entitled to inspect the goods upon their arrival at the ultimate place of destination and to inspect the installation, assembly, commissioning or any other work carried out pursuant to the order, within a reasonable period after the supplier has informed us of its completion, in order to ascertain whether the agreed requirements particularly those specified in point 5 are complied with. In the event of rejection or non-acceptance we will inform the supplier immediately in writing. At the risk and expense of the supplier we are entitled either at any time to return the rejected goods or to retain the same until the supplier has given us instructions as to their disposal, From the date of dispatch of our written notice the property in the goods shall be to the supplier

8. Changes

JDICI shall have the right by written order to suspend work or to make changes from time to time in the services to be rendered or the materials to be furnished by The Supplier hereunder or the delivery date. If such suspension or changes cause an increase or decrease in the cost of performance of this purchase order or in the time required for its performance, an equitable adjustment shall be negotiated promptly, and the purchase order shall be modified in writing accordingly. Any claim by The Supplier for adjustment under this clause must be asserted in writing within 20 days from the date of receipt by The Supplier of the notification of the change or suspension and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. However, nothing herein shall excuse the Supplier from proceeding with this purchase order as changed pending resolution of the claim

9. Order of Precedence

In the event of conflict between specifications, drawings, samples, designated type, part number, or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by JDICI, and samples over designated type, part number, or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this purchase order, The Supplier must, before proceeding, consult JDICI, whose written interpretation shall be final.

10. Subcontracting

The Supplier may not subcontract any part of the purchase order without JDICI's written approval. In any event, the Supplier will remain solely liable to JDICI for performance of the purchase order

11. The Buyer's Property

- By means of a written statement The Supplier shall transfer to JDICI the property in all items such as models, dies, molds, jigs, gauges, tools and drawings specifically acquired or manufactured by the supplier for the execution of our order immediately upon the same having been supplied to him or the manufactured by him having been completed. Where the supplier acquires such items from third parties JDICI shall pay the supplier if this has been agreed but only after the supplier has produced evidence that he has fully paid therefor. The Supplier shall retain such items on loan from JDICI.
- Any such items including materials and components which JDICI put at the supplier's disposal for the execution of our order will remain JDICI's property under all circumstances. JDICI reserve at all time and under all circumstances the right to take them back whether or not the same have been processed and/or used by The Supplier against reimbursement of processing costs, if due by JDICI. Storage, maintenance and repair of these tools, materials or components, will be held by The Supplier at his account and at his own risks,
- The supplier shall store such materials and components separately and he shall clearly mark all such other items as cur property, He shall inform any third parties who might seek recourse thereon of JDICI's proprietary right; he shall immediately inform JDICI of such an eventuality. The supplier shall not use such items nor will be allowed them to be used by or on behalf of third parties for or about any purpose other than the execution of JDICI order.

12. Compliance with Law

Where the order provides either for delivery and/or for installation, assembly, commissioning or any other work to be carried out by the supplier the same shall be at his costs, expenses and risk whether carried out by himself or by third parties on his behalf for which, however, we may withhold our consent. The supplier shall take all precautions necessary to ensure that the work is carried out in accordance with mandatory and other regulations applicable to the supply and/or the works and services to be performed and will present all necessary justifying documents. He shall strictly observe or have observed all legal dispositions in matters of:

- fiscal and social regulations
- security and health regulations
- general conditions of work
- employment of foreigners.

He shall be liable for injuries and damages to persons and properties inflicted as a result of the said work and/or the delivery of the goods. The supplier shall affect at his own expense all insurances necessary to indemnify us for all damages, costs and claims resulting from any negligence or act or omission on the part of the supplier, the above-mentioned third parties and persons used by the supplier and such third parties and shall produce satisfactory evidence thereof on demand.

13. Indemnity Against Claims

- The Supplier shall indemnify The Buyer against all loss on account of claims of injury to persons (including death) or damage to property which may result in any way from any act or omission of Seller or of its agents, employees, or subcontractors. The Supplier shall also maintain such Public Liability, Property Damage, Employer's Liability, and Compensation Insurance and Motor Vehicle Liability (Personal Injury and Property Damage) Insurance as well as The Supplier (or its subcontractors) and The Buyer from said risks and from any claims under any applicable Work- or Compensation, Occupational Disease, and Occupational Safety and Health statutes.
- The Supplier shall, without limitation as to time, indemnify and save The Buyer harmless from all claims which may be asserted against property covered hereunder, including without limitation mechanic's liens or claims arising under Worker's Compensation or Occupational Disease laws, and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by The Buyers negligence.
- The supplier shall indemnify us against all fines, losses, damages, costs and expenses arising from any actual or alleged utilization of any patent, patent application or other industrial or intellectual proprietary rights as a result of the use, processing, sale, storage or lease of the goods except to the extent that the same is the result of adaptations made by supplier to comply with our specific design requirements.

14. Patents

The Supplier warrants that the sale, use, or incorporation into manufactured products of all machines, parts, components, services, devices, material, and rights furnished or licensed hereunder which are not of The Buyer's design, composition, or manufacture shall be free and clear of infringement of any valid patent, copyright, trade mark, or other proprietary rights. Seller shall save The Buyer and its customers harmless from any and all expenses, liability, and loss of any kind growing out of claims, suits, or actions alleging such infringement, which claims, suits, or actions The Supplier agrees to defend. The Supplier may replace or modify infringing goods with comparable goods of substantially same form, fit, and function so as to remove the source of infringement.

15. Export Control

Prior to an Order coming into force and regardless of whether or not the Supplier or part thereof, including their technical documentation, are subject to any export control rules and regulations, the Supplier shall ensure that the Manufacturer of the Supplies completes the "Commodity Export Classification" form and return it to The Buyer. The Supplier warrants that the information provided to The Buyer is true and accurate, and shall inform The Buyer, in writing, as soon as it becomes aware of any change to the information that might affect the export control rules applicable to the Supply. Where exportation and/or re-exportation of the Supplies is subject to a license from the governmental authorities, the Order shall be conditional upon the issue of the license. The Supplier shall provide The Buyer with a copy of all licenses upon their receipt. In the event that the Supplier causes the license to be withdrawn, not renewed or invalidated, The Buyer shall be entitled to terminate the Order pursuant to Article 19. The Supplier shall indemnify and hold harmless Les Ateliers Jean Del'Cour and its customers against any liability or damage resulting from the Supplier's non-compliance with its obligations in this Article.

16. Trademarks

Prior to an Order coming into force and regardless of whether or not the Supplier or part thereof, including their technical documentation, are subject to any export control rules and regulations, the Supplier shall ensure that the Manufacturer of the Supplies completes the "Commodity Export Classification" form and return it to The Buyer. The Supplier warrants that the information provided to The Buyer is true and accurate, and shall inform The Buyer, in writing, as soon as it becomes aware of any change to the information that might affect the export control rules applicable to the Supply. Where exportation and/or re-exportation of the Supplies is subject to a license from the governmental authorities, the Order shall be conditional upon the issue of the license. The Supplier shall provide The Buyer with a copy of all licenses upon their receipt. In the event that the Supplier causes the license to be withdrawn, not renewed or invalidated, The Buyer shall be entitled to terminate the Order pursuant to Article 19. The Supplier shall indemnify and hold harmless Les Ateliers Jean Del'Cour and its customers against any liability or damage resulting from the Supplier's non-compliance with its obligations in this Article.

17. Confidentiality

All data and information obtained from us whether verbally or in writing shall be applied by the supplier execution of our order(s) only. All such data and information shall remain our property and if in written form shall be returned to us immediately upon our first request, together with all copies thereof. All data and information shall be kept in strictest confidence by the supplier and he shall not refer thereto nor to the advertisements or other verbal or written form unless with our prior written approval.

Offset

At the Buyers request, The Supplier shall assist the Buyer in every possible way to urge the relevant authority in the The Supplier's country to authenticate the eligibility and value of the present purchase order as a compensation credit, to the benefit of the Buyer's company and/or other subsidiaries of the same Group Company.

19. Termination for Default

- The Buyer may by notice in writing direct The Supplier to terminate this purchase order or work under this purchase order in whole or in part at any time for breach of any one or more of its terms. Further, the insolvency of the The Supplier or adjudication of bankruptcy of the Supplier, or the filing of a voluntary or involuntary petition of bankruptcy by the The Supplier or the making of an assignment for the benefit of creditors by the Seller shall also be a breach hereof.
- In the event of The Suppliers default hereunder, the Buyer may exercise any or all rights accruing to it, both at law or in equity.
- The Suppliers obligations under the warranty, patent, and confidentiality provisions of this purchase order shall survive such termination.

19.1 Remedies

- The rights of both parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of The Buyer to enforce any of its rights shall not constitute a waiver of such rights or of any other rights.
- In no event shall Seller be entitled to anticipatory profits or to special (including multiple or punitive), incidental, or consequential damages.

19.2 Disputes

- Any controversy or claim arising out of or relating to this purchase order or the breach thereof must be settled by submitting the claim to binding arbitration, before a single arbitrator, in the city from which this purchase order is issued in accordance with the commercial arbitration rules; and judgement upon the arbitrator's award may be entered in any court having jurisdiction thereof.
- This purchase order shall be governed by and construed according to the laws of Belgium,
- Fending resolution or settlement of any dispute arising under this purchase order, Seller will proceed diligently, as directed by The Buyer, with the performance of this purchase order. Our failure to insist on the supplier's compliance with any of his obligations shall not be construed as a waiver relinquishment of our right at an time to invoke strict compliance with such obligations, or to claim all damages.
- All disputes arising out of this order and agreements relating thereto shall be determined only by the competent court at the district of Liège in Belgium.