

TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES MAINTENANCE PARTNERS limited (MP)

1. Scope and order of Precedence

1.1 The following terms and conditions (hereinafter referred to as "general terms and conditions", GTC) apply to any sale by MP of machines, accessories and equipment, tools and spare parts (hereinafter referred to as "materials"), without this list being regarded as restrictive. They also apply to all interventions / work carried out by the employees (technology, repairers, etc.) of MP.

1.2. Every order of materials or request for intervention / work by the customer results in the unconditional acceptance and obligation to comply with the general conditions, which have absolute priority over any other document from the customer, in particular the purchase conditions.

1.3 If a written agreement is concluded between MP and the customer, the provisions of this agreement take precedence, but only for those that deviate from the these Terms and Conditions that remain otherwise fully applicable.

2. Formation of Contract

2.1. The acceptance of the order (offer) form or intervention form by the customer makes the agreement binding and final with regard to the latter. This is also the case if MP's staff go on site and carry out interventions at the customer's invitation (point 5).

2.2. In these general terms and conditions, the following terms have the meaning stated below:

- "contract": the written agreement between the parties with regard to the delivery of the product and all appendices, including written changes and additions to the aforementioned documents;

- "gross negligence": an act or omission that either involves a failure to pay sufficient attention to serious consequences that an observant contracting party would normally foresee as a likely consequence, or deliberately neglects the consequences of such acts or omissions;

- "in writing": communication in the form of a document signed by both parties or in the form of a letter, fax, electronic mail and other means agreed by the parties;

- "the product": the object (s) and / or service (s) that (s) must be

delivered in accordance with the contract, including software and documentation.

- "the customer": any client who requests MP to deliver products or perform work such as maintenance, repair, balancing and / or overhaul work at MP's workshop or at a workshop to be agreed upon.

2.3. All additional works or orders executed by MP that follow the agreement concluded are deemed to be subject to the GTC

3. Product information

3.1. Information and specifications included in general product documentation and price lists are only binding to the extent that this is explicitly included in the contract by written reference.

4. Drawings and technical documentation

4.1. All drawings and technical documents relating to the product or its production, made available by one party to the other before or after the conclusion of the contract, remain the property of the party that has made it available.

4.2. Drawings, technical documents or other technical information received by a party may not be used for any purpose other than that for which they have been made available without the permission of the other party. This information may not be used or photocopied, reproduced, handed over or communicated to third parties without the consent of the party that has made it available.

4.3. At the latest on the day of delivery, MP provides the customer free of charge with the information and drawings that the latter requires for assembly, commissioning, use and maintenance of the product. The agreed number of copies or at least one copy of this information and drawings is provided. MP is not obliged to provide production drawings of the product or of spare parts.

5. Interventions on-site

5.1. If MP has to proceed to an on-site intervention for repair or examination of machines, any proof of invitation or admission to the customer's workplace constitutes the payment obligation for this intervention by the customer to MP

5.2 If MP is ordered to take materials for repair or investigation, the simple possession of this material is proof of the establishment of the

payment obligation for the services provided.

5.3 In the aforementioned cases these General Terms and Conditions of Sale apply.

6. Acceptance tests

6.1. Unless otherwise agreed, the acceptance tests provided for in the contract are conducted at the production site during normal working hours. If no technical requirements are specified in the contract, the tests are carried out according to general use in the relevant industry in the country of production.

6.2. If applicable, MP will timely inform the customer in writing of the date and time of the acceptance test, so that the customer can be represented during the test. If the customer is not represented, the test report is sent to the customer and is considered a correct representation.

6.3. If the acceptance test shows that the product is not in compliance with the contract, MP will immediately remove any shortcoming in order to bring the product into compliance with the contract. At the request of the customer, new tests are then carried out, unless the shortcoming was insignificant.

6.4. MP bears all costs of the acceptance test that are carried out at the production site. However, the customer bears all travel and subsistence costs of those who represent him in these tests.

6.5. If no acceptance test is carried out in the MP workshop, the customer must ensure the necessary tests of the materials and invite MP to attend them no later than 7 days after the work or delivery has been carried out. If the customer cannot test the materials, this MP must be informed of this. If it has been contractually agreed that the materials will be used outside the 7-day period, then the customer must not always inform MP. If MP is not informed of this, the guarantee period as provided for in point 11.4 will start from the date of delivery or the end of the execution of the works.

6.6 Remarks outside the 7-day period can never give rise to a protest of the invoice for the delivered work, which will in any case be due, especially since the warranty period offers sufficient guarantees.

6.7 If the product appears to be irreparable during the execution of the work or can no longer be balanced within the set conditions. the customer will always be obliged to compensate MP for the services it has delivered.

6.8. If the customer does not respond to MP's invitation to attend the acceptance test or fails to invite MP to be present at the commissioning

of the product, the customer will fully assume the risk. Thus, the 12-month warranty will only apply if it can be demonstrated that MP has delivered a defective product.

7. Delivery, transfer of risk

7.1. The agreed trading conditions are explained according to the incoterms, as in force at the conclusion of the contract. If no specific trading conditions have been agreed, the delivery will be “delivered at place” (DAP) at the location specified by MP.

7.2. If, at the customer's request, MP takes delivery of the product to the place of destination upon delivery “DAP”, the risk passes to the first carrier at the latest when the product is transferred. Unless otherwise agreed, partial deliveries are not permitted.

7.3. Until the date of full payment in accordance with Article 9.1, the risk of theft, loss or damage to the product remains at the expense of the customer, who will take out all necessary insurance policies in order to insure the materials against, but not limited to, theft, fire and all other possible forms of damage and / or loss.

8. Delivery time. Exceeding the delivery time

8.1. If the parties have not agreed a specific delivery date, but a specific delivery period, this period starts as soon as the contract is entered into and all agreed conditions to be fulfilled by the customer are met, such as official formalities and at the conclusion of the contract. payments and securities due under the contract.

8.2. If MP foresees that he will not be able to deliver the product according to the agreed delivery time, he will immediately inform the customer in writing, stating the reason and, if possible, the date on which delivery can be expected. If MP does not comply with its notification obligation, the customer is entitled to reimbursement of the additional costs incurred for him, which he could have avoided if he had received the notification.

8.3. If the delivery time is exceeded as a result of a circumstance referred to in article 13.1, of an act or omission of the customer, including suspension on the grounds of art. 9.3 and 13.1, or other circumstances attributable to the customer, the MP may extend the delivery time by a period that, considering all circumstances, is necessary. This provision applies regardless of whether the cause of the delay occurred before or after the agreed delivery date.

8.4. If the customer foresees that he will not be able to receive the product according to the agreed delivery time, he will immediately inform MP in writing, stating the reason and if possible the date on which he will be able to receive the product. In that case MP can itself impose the delivery date that is possible, without this can give rise to any compensation.

8.5. If the customer does not receive the product according to the agreed delivery time, he must nevertheless pay that part of the purchase price that would have been due on delivery according to the agreed delivery time, as if delivery had taken place according to the agreed delivery time. MP is responsible for storage of the product at the expense and risk of the customer. At the request of the customer, the MP also insures the product at the expense and expense of the customer.

8.6 Unless the customer is informed by one of the in art. 13.1 the circumstances mentioned are prevented from receiving the product, the MP may require in writing that the customer receives the product within a final reasonable period of time.

8.7. If the customer, for a reason not attributable to MP, does not receive the product within this period or cancels the order, MP may terminate the contract in whole or in part by written notice.

8.8. The MP is then entitled to compensation for the damage it incurs as a result of the customer's default, including any consequential and indirect damage. The reimbursement amounts to at least 33% of the purchase price and at most the part of the purchase price that relates to the part of the product for which the contract is terminated. In addition, MP has the right to immediately take back the machines and accessories, where they are, the costs of dismantling, transport, etc. to the customer's taste.

9. Payment

9.1. Payments are made within 30 days after the invoice date. Unless otherwise agreed in the contract, one third of the purchase price is paid at the conclusion of the contract, and one third as soon as MP informs the customer that the product, or the essential part thereof, is ready for delivery. The remaining part of the purchase price is paid once the product has been delivered.

9.2. Regardless of the method of payment, payment is not deemed to have taken place until the amount owed has been irrevocably credited to MP's account.

9.3. If the customer has not paid on the agreed date, MP is entitled to interest from the day that the amount is due and to reimbursement of the collection costs. A default interest at the interest rate of Libor (London Interbank Offered Rate) + 4% with a minimum of 10% on an annual basis will be due as well as a lump sum compensation of 15% as damages.

9.4. In the absence of payment and if an agreed security is not provided by the customer at the stipulated time, MP may, after written notice to the customer, suspend the performance of the contract until he has received payment or, if applicable, until the customer has agreed security. If the customer has not paid the amount due within three months, MP has the right to terminate the contract by written notice to the customer and, in addition to the interest and reimbursement of collection costs according to this article, he is entitled to compensation for the damage which he incurs. This reimbursement amounts to a maximum of the agreed purchase price and the costs taken by MP for safekeeping and insurance.

10. Retention of title (property)

10.1. The products remain the exclusive property of MP until the date of full payment of the price of the products, accessories and interest on late payment. Non-compliance with a payment term by the customer grants MP the right to reclaim the products. At the request of MP, the customer shall cooperate in taking measures to protect the property right of MP with regard to the product. Until full payment of the price by the customer, the products may not be transferred to third parties and / or removed abroad.

10.2. The retention of title leaves the risk transfer as provided in art. 7.

11. Liability & consequential damage

11.1. MP cannot be held liable for damage caused by the use of materials in circumstances that are not in accordance with the instructions of MP or another manufacturer of the materials, as well as in the event of poor maintenance and use by the customer or in general any incident due to the customer, a third party or force majeure.

11.2. MP is not liable for defects arising from materials supplied by the customer or from a design stipulated or specified by the customer.

11.3. MP will only be obliged to compensate the direct material and / or physical damage that it causes in the performance of its obligations to

the machines of the customer, the staff of the customer or to third parties, within the limits defined below. In the case of direct material damage, MP's liability for each claim will be limited to a maximum amount equal to the value of the materials, as stated on the order form or intervention form. The customer indemnifies MP against any claim, in particular from third parties (including its insurers), which exceeds this maximum amount.

11.4. MP's liability is limited to within twelve months of delivery for defects occurring. If the degree of use of the product is higher than agreed, this period will be reduced proportionally.

11.5. After repairing a defect in a part of the product, MP is liable for six months, under the same conditions as for the original product, for defects in the repaired or replaced part. For the other parts of the product, the period mentioned in Article 11.4 is only extended by the duration and the extent to which the product could not be used due to the defect.

11.6. Any defects that occur will be reported to MP in writing by the customer as soon as possible. This notification must in any case not be later than 8 days after the date specified in art. 11.4 or on the basis of art. 11.5 adjusted period, if applicable, to take place. The report contains a description of the defect.

11.7. If the customer does not report a defect in writing to MP within the periods mentioned in the sixth paragraph of this article, he will lose his right to remedy the defect.

11.8. If the defect can cause damage, the customer will immediately inform MP in writing. The customer bears the risk of damage to the product that results from his failure to make such notification. The customer takes reasonable measures to limit the damage as much as possible and acts in this regard according to instructions from MP.

11.9. As soon as MP receives a notification according to art. 11.8, he must repair the defect at his own expense and as quickly as possible, in accordance with art. 11.1 to 11.20. The time of the repair work is chosen such that the activities of the customer are not unnecessarily obstructed.

11.10. Repair is carried out at the place where the product is located, unless MP deems it more appropriate that the product be sent to him or to a destination indicated by him.

11.11. If the defect can be eliminated by replacement or repair of the part in question and disassembly and reassembly of that part do not require special knowledge, MP may request that the part in question be sent to him or to a destination designated by him. In that case, MP has fulfilled its obligations with regard to the defect by supplying the customer with a

properly repaired part or a replacement part.

11.12. The customer is responsible for his own account for the accessibility of the product and for any temporary cessation of company resources other than the product, insofar as this is necessary to eliminate the defect

11.13. Unless otherwise agreed, the necessary transport to MP and back of the product or parts thereof for the removal of defects for which MP is liable is for the account and risk of MP. The customer must follow the instructions of MP regarding this transport.

11.14. Unless otherwise agreed, the customer bears the additional costs that are incurred by removing the defect for MP because the product is at a different location than the destination specified when entering into the contract for delivery by MP to the customer or - if no location destination - the place of delivery is.

11.15. Defective parts are made available to the MP upon replacement and become its property.

11.16. If after the in art. 11.6 anticipated notification by the customer if no defect is found for which MP is liable, MP is entitled to reimbursement of the costs that arise for him as a result of this notification.

11.17. If MP does not fulfill its obligations based on art. 11.9, the customer may set a final reasonable term in a written notice for the fulfillment by MP of his obligations, which period shall not be less than a week. If MP does not fulfill its obligations within this last term, the customer may carry out the necessary repair work himself or have a third party carry out the necessary repair work at the expense and risk of MP. If repair work has been carried out successfully by the customer or by a third party, MP is relieved of all liability for the said defect by reimbursing the reasonable costs incurred by the customer.

11.18. If the product has not been repaired in accordance with the agreed conditions, as stipulated in art. 11.19:

a) the customer is entitled to a discount on the purchase price in proportion to the depreciation of the product, on the understanding that this discount can in no case amount to more than 15 percent of the purchase price, or;

b) if the defect is so serious that it substantially deprives the customer of the benefit of the contract for the product or a substantial part of it, the customer may terminate the contract for the part of the product the defect cannot be used in the manner intended by the parties. The customer is then entitled to compensation for his loss, costs and damage up to a maximum of 15 percent of the part of the purchase price that relates to the part of the product for which the contract is terminated.

11.19. Without prejudice to the provisions of art. 11.1 up to and including 11.18 the MP is for a maximum of 12 months from the end of the period referred to in art. 11.4 mentioned liability period or from the end of another liability period agreed by the parties, liable for defects in any part of the product.

11.20. MP's liability for defects is limited to the provisions of art. 11.1 to 11.19. This limitation excludes liability for any other damage resulting from the defect, including loss of production, lost profit and other consequential damage.

11.21 MP is not responsible for operations performed by customs authorities in the country of destination of the goods. The opening of packaging, breaking seals and non-compliance with packaging requirements (eg vacuum packaging) are entirely at the expense of the customer.

12. Liability for damage caused by the product

12.1. The MP is not liable for any damage to property caused by the product after delivery that arises while the product is in the customer's possession. The MP is furthermore not liable for damage to products manufactured by the customer or to products of which the customer's products are a part.

12.2. If MP is to be sued for the time being by a third party for damage to property described in the previous paragraph, the customer is obliged to pay compensation, legal assistance and indemnification to the MP.

12.3. If a third party institutes a claim for compensation as described in this article against one of the parties, he must immediately inform the other party in writing.

12.4. MP and the customer are mutually obliged to engage each other before the judicial or arbitral tribunal, which is handling a claim for damages, filed against one of the parties on the basis of alleged damage caused by the product. The liability between MP and the customer is, however, in accordance with art. 17 settled.

12.5. If damage is caused to the material of MP and MP as a result of a defect in the product, has also consequential damage, the customer is responsible for all damage caused by this.

12.6. The customer must always take out adequate insurance for the damage caused by its own product and must inform MP of the lack of the necessary insurance. MP can then refuse the assignment or propose that the customer take out additional insurance in the context of the assignment.

13. Force majeure

13.1. Each party has the right to suspend the performance of its contractual obligations insofar as this performance is prevented or unreasonably onerous by force majeure, ie one of the following circumstances: labor disputes and any other circumstance beyond the control of the parties, such as fire, war, extensive military mobilization, insurrection, recovery, seizure, embargo, restrictions on energy use, currency and export restrictions, epidemics, natural disasters, exceptional natural phenomena, terrorist actions, as well as defects or delays in deliveries by MP suppliers that result of one of the circumstances mentioned in this article. A circumstance referred to in this article, irrespective of whether it occurs before or after the conclusion of the contract, only gives the right to suspension if its effects on the performance of the contract at the time of the conclusion of the contract could not have been foreseen.

13.2. The party who invokes force majeure must immediately inform the other party in writing of the occurrence and the cessation of such circumstance. If a party fails to make this report, the other party is entitled to reimbursement of its additional costs that it could have avoided if it had received the said notification.

If force majeure prevents the customer from fulfilling its obligations, it will reimburse the costs incurred by MP for securing and protecting the product.

13.3. Regardless of the other consequences that would result from these general terms and conditions, each party has the right to terminate the contract by written notice to the other party if on the basis of art. 13.1 the performance of the contract is suspended for longer than six months.

14. Planned non-compliance

14.1. Without prejudice to other provisions in these general terms and conditions regarding suspension, each party has the right to suspend the performance of its contractual obligations if it is clear from the circumstances that the other party will not fulfill its obligations. A party that suspends the performance of the contract immediately informs the other party in writing.

15. Take-back obligation for machines, equipment, waste materials

15.1. The customer is obliged to remove all machines and related equipment from hazardous or non-hazardous waste materials that are harmful to the environment and / or the staff of **MP**

15.2 If the provision of art. 15.1 are not respected the customer is obliged to inform **MP** and to take all safety measures and provide MP with the necessary information about these substances and products

15.3 The customer remains responsible for the waste contained in the machines and related equipment and must therefore pay all costs that **MP** will bear (such as for ex. the costs of laboratory research, removal and disposal of the substances)

15.4 The customer can never voluntarily give up machines, materials and (waste) substances without having to pay the price for their removal from **MP's** sites.

15.4 If, due to the presence of (waste) substances being determined, **MP** is unable to comply with the planned delivery times, these will be automatically suspended until the work on the machines can be resumed and the costs as described in art. 15.3 were paid.

15.5 **MP** has a right of retention on all materials of the customer in its possession as long as the costs described in the article 15.3 were not paid.

16. Anti bribery, corruption and acquisition clauses

16.1 The customer must at all times comply with the Business Code of Practice of MP and with all applicable laws, statutes and regulations, in particular the laws and regulations with with regard to the fight against bribery and corruption, including but not limited to the law of 11 May 2007 on the approximation of the legislation on combating bribery and its possible future changes. Failure to comply with this paragraph constitutes a material infringement that gives MP the right to terminate the agreement immediately.

16.2 The sector in which MP and the customer trade requires MP to continuously training of its staff. The customer who wishes to recruit staff from MP within the year after the Order has been terminated undertakes to pay compensation to MP of at least 50,000 euros. The interest arising from this obligation starts to run from the moment that the staff member no longer provides services to MP, regardless of whether or not he is still registered with MP

17. Consequential damage

17.1. MP can never be held liable for indirect and / or intangible damage to the customer, the customer's staff and third parties arising from the performance of his services, such as, among others, without this list being regarded as limiting: lost profits, loss of customers and profit loss.
17.2 The customer and his insurers expressly waive any claim on MP in order to obtain compensation for the financial consequences of such damage.

18. Applicable law - jurisdiction and language

18.1 All disputes about deliveries, works or invoicing must be communicated to MP within 8 days after receipt of the goods, delivery of the works and receipt of the invoices in a clearly motivated and written manner. After this period, the works, deliveries and invoices are deemed to have been accepted. A pro forma dispute is deemed not to exist. The lapse of 8 days after receipt of the invoice implies the acceptance of the delivered goods or the work performed.

18.2 The applicable law is the law of the country of the MP company with which the Order was placed. Consequently, an Order between the customer and MP can only be subject to the right of establishment of MP. The provisions of this agreement take precedence over the law of the country that will be applied with the exception of the provisions of public order.

- All disputes that have arisen between MP and the customer, which cannot be resolved by mutual agreement, will be submitted to the court competent on the basis of the nature of the dispute or the location of the MP company that has received the Purchase order

- MP and client may agree on another form of dispute resolution, such as arbitration or mediation

- The GTC can be consulted in Dutch, French and English on the MP website, the version on this website always having to be applied in the event of a dispute. The Dutch text is the basic text and should be used for the interpretation of the translated version

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