

GENERAL CONDITIONS OF PURCHASE

Validity

All orders for goods and/or the performance of services are subject solely to the present General conditions of Purchase, unless otherwise explicitly agreed in writing.

Offers

An offer is binding upon the party making it, and shall be exact and complete. It shall also precisely abide by the demand from STEELTECH SERVICES and in the event of variances, explicitly indicate this.

Orders

Orders are binding if they are made or confirmed in writing. Orders placed, and/or confirmation sent by fax or electronic data transfer are assimilated to written form. Orders shall be confirmed in writing by the supplier within 48 hours of receipt, failing this STS shall be entitled to cancel the order. STS may demand alterations to the delivery item even after the contract has been concluded. In such cases, the consequences, notably in terms of higher or lower costs and delivery deadlines, are to be duly taken into account by both parties.

Delivery

Delivery shall be made at the cost of the supplier, free of charge, to the receiving location specified by STS.

In exceptional cases where STS has to bear the freight costs, the supplier must select the method of carriage prescribed by STS, or else the type of transport and delivery that is most advantageous for STS.

Deadlines, default of delivery

Delivery deadlines agreed are binding and relate, unless otherwise agreed, to the arrival at the place of performance specified in the order. In the event that delays are likely, the supplier must notify this immediately in writing. If a supplier fails to comply with agreed delivery deadlines, it shall be required to compensate STS for the damage caused by the delayed performance, insofar as it is answerable for the delay.

Payment and payment conditions

The prices are fixed prices and net of value-added tax. They include packaging and carriage, unless otherwise agreed in writing. Invoices are to be issued separately for every order in 2 ex.

Payment is made only after the full arrival of the defect-free goods or the complete defect-free performance of the service, and on receipt of the correct invoice, within 60 days end of the month the 10.

In the event of a defective delivery, STS shall be entitled to retain payment until correct performance.

Notice of defects, guarantee and liability

The supplier guarantees that the items forming the subject of the contract are free of faults and that they meet the agreed specifications and the recognized industrial standards.

Defective deliveries will be notified by STS to the supplier within 8 days after delivery.

Should a supplier fail to comply immediately with STS's demands for repeat delivery or reworking, STS may withdraw from the order and return the goods to the supplier's cost and at its risk.

Industrial property rights and protection

The supplier ensures that its delivery and the use to be made of it do not breach industrial property rights, copyrights of third parties or other rights held by third parties and do not infringe legal or official provisions of any kind whatsoever. It indemnifies STS and its customers from all claims arising from the use of such industrial property rights.

The obligation of protection upon the supplier also extends to all expenses which necessarily arise for STS in connection with utilisation by a third party or STS customer.

Force majeure

The following list of events are considered to be cases of "force majeure

War, civil war, export or trading restrictions on account of a change in political circumstances, together with strikes, lockout, operational disturbances and restrictions and similar events which make it impossible or unreasonable for us to carry out the contract shall be regarded as constituting force majeure and shall release us for their duration from the duty of timely acceptance. The contractual partners are obliged to notify each other about this accordingly, and to adapt their obligations to the changed circumstances in good faith.

Confidentiality

All information which the supplier receives direct or indirect from STS, together with all plans, samples or documents etc. which it draws up during the performance of the order, is confidential. It may not be divulged to third parties, and may be used only for the performance of the contract. The documents are to be issued to STS without delay at our first time of asking.

Where a separate confidentiality agreement has been concluded with the supplier, its provisions take precedence in any doubt. The obligation of confidentiality applies in the same way for the staff and assistants of the supplier.

The duty of confidentiality also applies for prices agreed with the supplier and other contractual conditions.

General provisions

Should one contractual partner suspend its payments, or should the opening of insolvency proceedings be applied for against its assets, then the other party is entitled at that point to withdraw from the order in respect of the parts of the delivery still remaining to be completed. Should a provision in these conditions be or become ineffective, this shall not affect the validity of the remaining conditions. The contractual partners are obliged to replace the invalid provision, by joint agreement, with a regulation which comes as close as possible to its economic effect.

The contract and legal relations between the parties shall be governed by Belgian law.

The place of performance is the headquarters of STS or the receiving stations by STS.

Only Belgian law shall be applicable.

The place of jurisdiction for all disputes arising in connection with these conditions and the deliveries made in accordance with them shall be the headquarters of STS, or for complaints by STS, an otherwise competent court.

