

Article 1 - Scope of application

1.1 Except where VAN LOOVEREN NV has expressly stated otherwise in writing, the purchasing conditions stated hereinafter are applicable to all agreements for the purchase of goods or services by VAN LOOVEREN NV, whose registered office is at Ter Stratenweg 9, B-2520 Oelegem (Ranst) (Belgium), and with company number 0426.590.657 RPR Antwerp. Exceptions to these conditions will only apply if the exceptions have been laid down in writing in a document signed and dated by both the parties.

1.2 These general purchasing conditions shall prevail over any sales conditions of the Supplier, even when such have not explicitly been rejected by VAN LOOVEREN NV, and shall replace all previous conditions and agreements between the parties. In the event of any problems with the interpretation of these general purchasing conditions, the Dutch text shall have priority.

Article 2 - Formation of an agreement

2.1 An order for a product or service can only be binding for VAN LOOVEREN NV if this order is included in a written purchase order signed by a person who can legally obligate VAN LOOVEREN NV contractually, regardless of whether or not this purchase order is sent by VAN LOOVEREN NV by post, fax, e-mail, or any other means of communication.

2.2 The Supplier shall be deemed to have accepted the purchase order unconditionally (i) if it accepts this purchase order in writing, or (ii) if it has not submitted an objection in writing about the purchase order within a period of eight (8) working days.

Article 3 - Execution

3.1 The Supplier shall carry out the order in accordance with all applicable statutory regulations and in accordance with the quality standards and norms customary in the sector. Results of light transmission measurements will only be recognised if they are carried out by the laboratory designated by VAN LOOVEREN NV in writing. The perpendicular light transmission measurement must in all cases be carried out in accordance with norm NEN2675. Other measurements (such as hemispheric light transmission, haze etc.) must in all cases be carried out in accordance with the applicable norm (or the usual measurement protocol), which will be confirmed by VAN LOOVEREN NV in writing in the relevant cases.

3.2 When carrying out the order, the Supplier shall follow the instructions that VAN LOOVEREN NV might issue at any particular time, which might concern amongst other things the method of execution or the materials to be used. The foregoing stipulation shall not discharge the Supplier from its obligation to perform the agreement in accordance with the customary practice of the sector.

3.3 Insofar as the Supplier has to carry out activities, both in terms of delivery and execution, on the premises of VAN LOOVEREN NV or of any client of VAN LOOVEREN NV, it shall comply in full with all access, safety, and other instructions of VAN LOOVEREN NV or of the client.

3.4 Insofar as the Supplier encounters, or should have encountered, errors, omissions, or imperfections in the information provided by VAN LOOVEREN NV, the Supplier shall notify VAN LOOVEREN NV immediately about such.

3.5 VAN LOOVEREN NV has at all times the right to visit the place of performance of the agreement (both production and contraction) for the inspection of the method of execution by the Supplier.

Article 4 - Delivery

4.1 Unless otherwise has been agreed in writing, the supply shall take place DDP Ter Stratenweg 9, B-2520 Oelegem (Ranst) (Belgium) (Incoterms® 2010). If the Supplier has to unload the goods at the delivery destination, then the costs associated with the unloading of the goods shall be for the account of the seller (the Supplier).

4.2 The Supplier must strictly observe the supply and execution periods. Deviation from such is only possible on the condition prior written approval has been given by VAN LOOVEREN NV.

4.3 If the Supplier does not supply the goods or services within the delivery or execution period, VAN LOOVEREN NV reserves the right to dissolve the agreement with immediate effect, on grounds attributable to the Supplier, in accordance with that provided for in article 7.1.

4.4 Notwithstanding the entitlement to undertake extrajudicial dissolution as provided for in article 7.1, VAN LOOVEREN NV reserves in all cases the right to claim the compulsory performance of the agreement, without prejudice to its right to compensation.

4.5 Any supply to VAN LOOVEREN NV in no way implies acceptance by VAN LOOVEREN NV of such. Acceptance of the delivered goods or services can only be effected in response to a written request for such from the Supplier, which request can only be made at the earliest after a period of eight (8) working days after the ending of the supply/execution, or after acceptance by the relevant client if the delivered performance/goods are processed as part of a main contract for a client of VAN LOOVEREN NV. The foregoing implies that processing also does not constitute acceptance.

Article 5 - Transfer of title and transfer of risk

5.1 Taking into account that provided for hereafter, the title to the goods shall be transferred from the Supplier to VAN LOOVEREN NV after such have been delivered to the premises of VAN LOOVEREN NV or to the agreed place, and, if applicable, such have been fitted and/or installed in accordance with the agreement.

5.2 The risk for the goods shall be transferred to VAN LOOVEREN NV upon the delivery by the Supplier to VAN LOOVEREN NV in accordance with article 5.1, and on the condition of acceptance of the delivery by VAN LOOVEREN NV.

5.3 The foregoing applies without prejudice to that provided for in article 4.4 of these conditions.

Article 6 - Prices and payment

6.1 Unless otherwise has been agreed in writing, all prices shall be listed in euros.

6.2 Unless otherwise has been agreed in writing, the prices are DDP Ter Stratenweg 9, B-2520 Oelegem (Ranst) (Belgium) (Incoterms® 2010).

6.3 The purchase price as stated in the purchase order accepted in accordance with article 2 shall be binding. Except with the express written consent of VAN LOOVEREN NV, the prices shall be inclusive of all incidental costs, such to include the cost of transport, fitting of the goods where relevant, and taxes.

6.4 Price increases can only be applied on the condition the express and prior permission of VAN LOOVEREN NV has been given.

6.5 VAN LOOVEREN NV reserves the right suspend its payment obligations if the Supplier fails to fulfil its obligations under the agreement. VAN LOOVEREN NV likewise reserves the right to offset the compensation for such damages against the purchase price owed.

Article 7 - Extrajudicial dissolution, exception of non-execution

7.1 VAN LOOVEREN NV has the right to legally dissolve the agreement, without prior judicial intervention, by registered post, in the event of a serious breach of contract by the Supplier which makes any further collaboration definitively impossible. Any breach of contract, which is not rectified within a period of fifteen (15) days after VAN LOOVEREN NV has issued the Supplier with a notice of default about such, shall be deemed to be a breach of contract which makes any further collaboration definitively impossible. The right of dissolution of VAN LOOVEREN NV shall be without prejudice to the right of VAN LOOVEREN NV to claim compensation for any damages resulting from the breach of contract and the subsequent dissolution.

7.2 Without prejudice to the right of extrajudicial dissolution provided for in paragraph 1 of this article in these conditions, VAN LOOVEREN NV can suspend its obligations under the agreement if the Supplier fails to fulfil its obligations.

7.3 If several agreements between the Supplier and VAN LOOVEREN NV are being carried out, the non-fulfilment by the Supplier of its obligations under any one of the agreements shall constitute sufficient grounds for VAN LOOVEREN NV to suspend the execution of all ongoing agreements, and the existence of a serious breach of contract in the sense of article 7.1 of these conditions in relation to any one of the ongoing agreements shall constitute sufficient grounds for the dissolution of all ongoing agreements.

Article 8 - Intellectual property rights

8.1 The Supplier guarantees that it has the intellectual property rights vested on the goods delivered or the working methods and components used.

8.2 The Supplier shall grant VAN LOOVEREN NV an irrevocable licence to use the goods and works supplied, such to include a right of adaptation and further commercialisation.

8.3 The Supplier shall provide VAN LOOVEREN NV, at the first request of the latter, with all relevant documentation in relation to the delivered goods or services, such to include amongst other things as-built plans, product specifications, certificates, source codes, warranties, guarantees, etc.

8.4 The Supplier shall indemnify VAN LOOVEREN NV against all claims concerning any infringement of relevant intellectual property rights of third parties.

Article 9 - Guarantee and liability

9.1 The Supplier guarantees that the delivered goods and works carried out shall be free of faults and usable for the normal expected economic life on the date of their acceptance by VAN LOOVEREN NV and up to at least one year thereafter. In the event of defects within the guaranteed period, the Supplier obligates itself to supply replacement products or to carry out the works again, or to compensate the damages that VAN LOOVEREN NV has suffered due to such non-conformity, this according to the choice of VAN LOOVEREN NV.

9.2 In the event any fault of the Supplier is established, it shall compensate VAN LOOVEREN NV for all damages which arise due to this fault, regardless of whether or not this is of a material or immaterial nature, mathematically quantifiable, or has to be evaluated in accordance with the principles of reasonableness and fairness.

Article 10 - Force Majeure

If a circumstance of force majeure arises, the Supplier is obligated to inform VAN LOOVEREN NV of such immediately, and to state the expected duration of the circumstance of force majeure. VAN LOOVEREN NV can decide after the receipt of such a notification to dissolve the agreement if it has reasonable grounds for doing so, which shall also entail the immediate repayment of all that which VAN LOOVEREN NV has already paid to the Supplier in connection with the dissolved agreement.

Article 11 - Divisibility

If one or more provisions of these conditions are declared invalid, null and void, or non-enforceable, then the validity of the other provisions of this agreement shall nonetheless remain fully in force. In such a situation, the parties obligate themselves to negotiate a new provision, the scope of which is as close as possible to the purport of the provision previously included.

Article 12 - Applicable law and competent court

12.1 Any dispute that falls under the scope of application of these conditions shall be settled in accordance with Belgian law, with the exclusion of the provisions of the Vienna Sales Convention of 11 April 1980. The limitation period of claims of parties pursuant to the purchase agreement, such to include the general conditions, shall be governed by the Convention of 14 June 1974 on the limitation period for the international purchase of movable property. A legal claim on the grounds of hidden defects can be instituted up to two (2) years after the discovery of the defect.

12.2 All disputes pursuant to this agreement shall be exclusively settled by the District Court in the judicial district of Antwerp (Belgium).