

**STANDARD CONDITIONS OF PURCHASE (2015.1 -  
UK entities Joris Ide groupe - EN)**

Any and all purchases by Purchaser of Products (as defined below) shall be subject to the terms and conditions set forth below to the extent these terms and conditions are not incompatible with the provisions agreed upon by and between the Purchaser and the Supplier in a specific written agreement. No other terms and conditions that may be referred to in the commercial documentation (i.e. order confirmations, invoices, ... etc) of the Supplier or his representative shall apply, even if these have not been rejected explicitly by the Purchaser.

**1. DEFINITIONS**

The following terms shall, for the purpose of this Contract, have the following meaning unless the context clearly requires otherwise:

1.1 "Conditions" means the current standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Purchaser and the Supplier.

1.2 "Contract" means the contract for the purchase and sale of Products.

1.3 "Delivery Address" means the address stated as such in the Order.

1.4 "Delivery Date" means the date or dates stated in the Order as the date or dates upon which Products are to be delivered.

1.5 "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any terms or expressions which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in this Contract, but if there is any conflict between the provisions of Incoterms and this Contract, the latter shall prevail.

1.6 "Goods" mean raw materials, component parts, equipment, machinery, computer software, documents, models, matrices and all other Products described on the Order or that are the result of supply and/or delivery from Supplier to Purchaser or are otherwise the result of the execution of the Order.

1.7 "Services" mean the services including any works, instalment of Products or any part of it, or ancillary services described in the Order or that are the result of supply and/or delivery from Supplier to Purchaser or are otherwise the result of the execution of the Order.

1.8 "Order" means the Purchaser's purchase order into which these Conditions are incorporated by reference, or any agreement or legal relationship between Supplier and Purchaser which concerns the supply and/or delivery of Products from Supplier to Purchaser.

1.9 "Price" means the price of Products or Services as set out in article 4.

1.10 "Purchaser" means an entity of the group Joris Ide.

1.11 "Products" shall mean Goods and/or Services as described in the Contract.

1.12 "Specifications" means the plans, drawings, specifications, data or other information relating to the Products, as advised by the Purchaser, or as agreed by the parties in writing, or if not specified or agreed, shall be as specified by the Supplier as standard for the Products.

1.13 "Supplier" means the person, firm or company to whom the Order is addressed, or with whom Purchaser has otherwise entered into a relationship wherein Purchaser is the client, and any assignee of the Supplier approved by Purchaser.

1.14 "Affiliate" or "Affiliated Company" means with respect to a given company, any company that owns or controls at least fifty per cent (50%) of the voting stock of such given company or any other company, of whose voting stock at least fifty per cent (50%) is owned or controlled by such owning or controlling company or by the given company.

1.15 "Invention" means any invention, whether patentable or not, including but not limited to improvements, ideas, know-how and any other intellectual property right(s) in connection with the Products, Manufacturing processes and Materials employed in this Contract.

1.16 "Manufacture / Manufacturing" shall mean all steps and operations involved in the production of Products, including: the purchase of the Materials, income inspection on Materials, storage of the Materials at the Supplier's warehouses, assembly of Product, conditioning, packaging and labeling of Product, in-process and quality control, delivery according to the Incoterms.

1.17 "Materials" means all or any of the raw materials and component parts required for the Manufacture of Products as

well as all or any of the conditioning and packaging materials required for the Manufacture of Products (including but not limited to containers, packages and cartons).

1.18 "Proprietary Information" means all confidential information related to the Products and Manufacturing, exchanged between the parties and marked by the disclosing party as confidential.

Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provisions as amended, re-enacted or extended. The headings in these Conditions are for convenience only and shall not affect their interpretation.

## **2. BASIS OF PURCHASE**

2.1 The Order constitutes an offer by the Purchaser to purchase the Products subject to these conditions. Supplier shall, in the event it cannot fully meet any and all aspects of the Order clearly indicate any variances in its order confirmation. Notwithstanding any other provision set forth in Supplier's order confirmation, such varied order shall only be or become binding upon Purchaser in the event of an express written confirmation by Purchaser of all aspects of such confirmation. The Contract for the sale and purchase of the Products which are subject of the Order, as varied and confirmed, shall have been deemed to be entered into as from the date of Purchaser's written confirmation.

2.2 Subject to the terms of any written supply agreement between the Supplier and the Purchaser in force at the date hereof (which terms shall prevail over these Conditions), these Conditions shall apply to the Contract to the exclusion of any other terms and conditions, expressed or implied by trade, custom, practice or course of dealing.

2.3 Acceptance by the Supplier of any Order or a specific written confirmation by Purchaser of the by Supplier varied Order shall result in a Contract for the sale of the Products which are the subject of such Order.

2.4 Subject to variation or cancellation permitted by Conditions 6.6 and 6.7, no variation to the Contract shall be binding unless agreed to in writing by and between the authorised representatives of both parties.

2.5 The Supplier clearly recognizes that the execution of this Contract does not create any obligation on the part of Purchaser or its Affiliates to bear or to compensate the Supplier for any investment made by the Supplier. Any decision in relation to additional capacity will therefore be taken by the Supplier at the Supplier's sole discretion and be made at the Supplier's own risk, cost and expense, unless agreed upon otherwise in writing.

## **3. SPECIFICATIONS**

3.1 The quantity, quality and description of the Products shall, subject as provided in these Conditions, be as specified in the Specifications.

3.2 Any specifications supplied by the Purchaser to the Supplier, or specifically produced by the Supplier for the Purchaser in connection with the Contract together with the copyright, design rights or any other intellectual property rights in the Specifications, shall be the exclusive property of the Purchaser. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.

3.3 The Supplier shall comply with all applicable regulations or other legal requirements concerning the Manufacture of Products.

3.4 Unless otherwise agreed upon in writing by Purchaser or its Affiliates, the Supplier shall not for other parties than Purchaser or its Affiliates Manufacture the Products or Products with any Material, process, equipment or design which is proprietary to Purchaser or its Affiliates or based on Purchaser or its Affiliates owned design, Proprietary Information and/or Inventions.

## **4. PRICE**

Unless otherwise expressly agreed to in writing by both parties, the Price to be charged under the Contract must take into account any and all costs, expenses and charges as per the applicable agreed to Incoterms. The Price of Products shall be as stated on the Order or as the case may be on Purchasers written confirmation of Supplier's order confirmation, and shall be subject to no variation, except with the prior written consent of the Purchaser. Unless otherwise stated, the Price shall be:

- (1) Exclusive of any applicable value added tax (which shall be payable by the Purchaser subject to receipt of a VAT invoice);
- (2) Inclusive of all costs with respect to the Manufacture of the Products and all charges for packaging, packing, shipping, carriage, insurance and delivery of Products to the Delivery Address and any duties or levies other than value added tax and;
- (3) Payable in the currency stated on the Order.

## **5. PAYMENT TERMS**

5.1 The Supplier shall invoice the Purchaser on or at any time after delivery of the Products. All invoices must be sent to the address specified on the Contract.

5.2 A separate invoice must be rendered for each individual delivery of Products. In the event that the Supplier delivers less quantity than that requested by the Purchaser, the Supplier shall not be entitled to invoice the Purchaser for such partial delivery.

5.3 Unless otherwise stated in the Contract, the Purchaser shall pay the Price within forty-five (45) days of the end of the month in which the invoice is received provided all monies specified in the Supplier's invoices are properly due under the Contract, the invoices are correctly addressed and quote the relevant Order number.

5.4 Each invoice shall quote the number of the relevant Purchaser's Order, the relevant Purchaser's product codes (as stated on the Order) together with applicable price for each code, the delivery price and the delivery address. Value Added Tax and the cost of shipping (where not included in the price) shall be itemized separately on each invoice. Where appropriate, invoices must show the Supplier's VAT Registration Number.

5.5 The Purchaser shall without the prior consent of the Supplier be entitled to set off against the Price any sums owed to the Purchaser by the Supplier.

5.6 Where no price is stipulated on the Order, the Order must not be confirmed at higher prices than those last charged or quoted by the Supplier to the Purchaser, without the prior written consent of the Purchaser.

5.7 The price shall include all royalties, license fees or similar expenses in respect of the making, use or exercise by the Supplier of any Invention for the purpose of performing the Contract.

## **6. DELIVERY AND ACCEPTANCE**

6.1 The Delivery Date is binding upon the Supplier, unless otherwise agreed to in writing by the Purchaser.

6.2 The Products shall be delivered to the Delivery Address specified by the Purchaser on or by the relevant Delivery Date during the Purchaser's usual business hours.

- 6.3 No Products shall be deemed to have been delivered unless a delivery note has been signed by a duly authorized representative of the Purchaser.
- 6.4 Timely delivery of the Products is the essence of the Contract.
- 6.5 The Supplier shall supply the Purchaser in good time with any instructions or other information required to enable the Purchaser to accept delivery of the Products.
- 6.6 If a Delivery Date cannot be met by the Supplier, the Supplier shall promptly notify the Purchaser of the earliest possible date for delivery. Notwithstanding such notice and unless a substitute delivery date for the Products has been expressly agreed by the Purchaser in writing, the Supplier's failure to effect delivery of the Products on the Delivery Date shall entitle the Purchaser at its option and without prejudice to any other remedy it may have:
- (1) To deduct from the Price or (if the Purchaser has paid the Price) to claim from the Supplier by way of liquidated damages for delay five per cent (5%) of the Price for every commenced week delay, up to a maximum of fifteen per cent (15%) of the Price and/or
  - (2) To cancel the Contract, whereupon the Supplier shall refund any part of the Price which has been paid in respect of such Products and the Purchaser shall, at its option and at the Supplier's risk and expense return any Products already supplied under the Contract and/or
  - (3) (where delivery is by installments) to cancel that installment and (at the Purchaser's option) purchase substitute Products from an alternative source, and
- in each case recover from the Supplier any direct, indirect and/or consequent losses, costs and liabilities whatsoever incurred by the Purchaser, including in the case of conditions 6.6(2) and 6.6(3) without limitation, the cost of any replacement Products.
- 6.7 Partial delivery of a Contract shall not be made without the prior written consent of the Purchaser. In case of partial delivery, all packages, advice notes, packing notes and invoices must be clearly marked "Partial Delivery".
- 6.8 The Purchaser accepts no liability in regard to the satisfactory return to the Supplier of any consignment or part of a consignment delivered in error under any Contract.
- 6.9 Notwithstanding delivery, the Purchaser shall not be deemed to have accepted any Products until:
- (1) they have been inspected and checked against the relevant packing note; and
  - (2) they have passed any acceptance tests, which the Purchaser deems necessary, such tests to be carried out by the Purchaser within thirty (30) days from the Date of Delivery.
- 6.10 Without prejudice to any other remedy that the Purchaser may have, if any Products are not supplied in accordance with the Contract, then the Purchaser shall be entitled, on giving notice to the Supplier of the discovery of any shortage, damage caused in transit, or defect within fourteen (14) days of its discovery, and without prejudice to the liability of the Supplier:
- (1) to require the Supplier, at the Supplier's expense, to comply with the Contract in all respects within fourteen (14) days or such other period as is specified by the Purchaser and/or
  - (2) to vary the Contract, in which case the Supplier shall comply with the Contract as so varied or
  - (3) to treat the Contract as discharged (in full or in part) by the Supplier's breach and require repayment of any part of the Price which has been paid in respect of the Products not yet delivered or performed and the Purchaser shall, at the Supplier's risk and expense, be entitled to return any Products already supplied under the Contract and in each case in paragraphs 6.10(1) and 6.10(3) inclusive recover from the Supplier any direct, indirect and consequential losses, costs and liabilities whatsoever incurred by the Purchaser (including without limitation, the costs of any replacement Products).
- 6.11 The whole of any consignment may be rejected if a sample of the Products taken is found not to conform in every aspect to the requirement(s) of the Contract. When rejected, the risk of loss and damage shall automatically transfer to Supplier as from the moment of notification of rejection.
- 6.12 The Purchaser's right of rejection shall continue irrespective of whether the Purchaser has accepted the Products. In particular, taking delivery, inspection, use or payment by the Purchaser of the Products or part of them shall not constitute acceptance, waiver or approval and shall be without prejudice to any right or remedy that the Purchaser may have against the Supplier, provided that the right of rejection shall cease within a reasonable time from the date on which the Purchaser discovers or might reasonably be expected to discover the latent defect or other relevant breach of Contract.

## **7. PACKING, MARKING AND DOCUMENTATION**

- 7.1 The Products shall be marked in accordance with the Purchaser's instructions (if any) and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach the Delivery Address in an

undamaged condition in the ordinary course.

7.2 A Packing note and quality assurance (QA) certificate must accompany each delivery or consignment of the Products and must be clearly displayed on the Products.

7.3 The Supplier shall be responsible for obtaining any import licenses, permits or other consents necessary for the importation, placing on the market and delivery of Products.

7.4 The Supplier shall supply without charge such reasonable quantity of operation and maintenance manuals in English and the official language of the Purchaser, relating to the Products, which the Purchaser may require and/or which are necessary for the proper installation, operation and maintenance of the Products.

7.5 The Supplier shall at no additional cost furnish to the Purchaser any and all by law or regulations required declarations, certificates and other documents (e.g. REACH certificates, Origin of Products statement, etc...) and furnish upon first written request of Purchaser any such other declarations, certificates and statements in connection with the delivery of the Products.

7.6 The Supplier shall use proper packing of sufficient strength, etc. to protect the Products against all transport risks.

7.7 The Purchaser will not undertake to return any packages, cases or other packing of the Products, and no payment will be made by the Purchaser in respect thereof.

7.8 All packages, cases, pallets and other containers must be clearly and individually marked with the Purchaser's name, order number and product codes. Packing notes must always be included in each box, case, etc. stating the Order number, quantities, and description of items contained in each box; the Purchaser's product codes (as stated on the Order), the Delivery Date and the Delivery Address.

## **8. SHIPPING DOCUMENTS**

Copies of the commercial invoice and packing lists must always accompany the Products for shipment. Copies of the commercial invoice and packing lists must also be forwarded to the Purchaser before or at the time of shipment. Bill of Lading must be forwarded directly to the Purchaser. Where applicable, the correct customs documentation must be provided by the Supplier, e.g. Certificates of Origins, etc.

## **9. RISK AND TITLE**

9.1 Risk of damage to or loss of the Products shall pass to the Purchaser in accordance with the applicable Incoterms. Title in the Products shall pass to the Purchaser as from the moment the Products are under Purchaser's control, unless payment is made prior to delivery, in which event, title shall pass to the Purchaser once payment has been made.

9.2 Where title in the Products has passed to the Purchaser prior to delivery pursuant to Condition 9.1, the Supplier shall keep such Products separate from other Products and shall clearly mark the Products as the property of the Purchaser and always properly insure the Products.

## **10. WARRANTIES**

10.1 The Supplier warrants to the Purchaser, and it is a material condition of the Contract, that the Products:

- (1) will be fit for any purpose held out by the Supplier or made known to the Supplier and for use by the Purchaser in the ordinary course of its business;
- (2) will be of satisfactory quality and free from defects in workmanship and Materials;
- (3) will correspond in all respects with the specifications and/or sample,
- (4) will not be injurious to the health or safety of any person using or handling the Products in question for any reasonably foreseeable purpose;
- (5) will comply with all statutory requirements and regulations relating to the Manufacture, sale and purchase of the Products; and
- (6) will not, directly or indirectly, i.e. when fitted into the Purchaser's products, infringe upon the intellectual property rights of any third party.

10.2 In the event that any Products do not comply with any of the warranties in Condition 10.1 and without prejudice to any other remedy that the Purchaser may have in law, the Purchaser shall be entitled at any time during the period of three (3) years following the date of delivery and at its sole discretion to require the Supplier, at the Supplier's expense, to repair or replace within fourteen (14) days or such other period as is specified by the Purchaser any such Products and to reimburse the Purchaser with all costs incurred in recovering and returning such Products.

10.3 If the Supplier fails to repair or replace any Products within fourteen (14) days (or such other period as is specified by the Purchaser) in accordance with Condition 10.2, the Purchaser shall have the right to purchase replacement Products from another source and any money paid by the Purchaser in obtaining replacement Products shall be paid

by the Supplier to the Purchaser.

10.4 The warranties and remedies provided for in this Condition 10 and Conditions 6.6, 6.10 and 11 shall be in addition to those implied by or available at law or in equity and shall continue in force notwithstanding acceptance by the Purchaser of all or part of the Products in respect of which such warranties and remedies are available.

#### **11. INDEMNITIES**

11.1 The Supplier shall indemnify and keep indemnified, and hold harmless the Purchaser, its agents, employees, officers, subsidiaries, Affiliates and assigns in full against any liability whatsoever, including, without limitation, losses, damages, costs and expenses (including reasonably attorneys' fees) awarded against or incurred or paid by the Purchaser (whether to its own customers or otherwise) indirectly or directly arising from or consequent upon or in connection with:

- (1) breach of any warranty given by the Supplier in relation to the Products;
- (2) any claim that the Products or when fitted into the Purchaser's products, or the thereto related importation, use or resale, infringes on a patent, copyright, design right, trademark or other intellectual property right of any other person;
- (3) any act or omission of the Supplier or its employees, agents or sub suppliers in performing its obligations under the Contract.

11.2 The Supplier shall at the request of the Purchaser, assign the benefit of all warranties, indemnities and other covenants received by the Supplier from any third party in connection with the Products.

11.3 It is the supplier's responsibilities to ensure that in the event of the Purchaser providing any Specification of any item to be supplied that such Specification does not infringe or that the use or re-sale of such items does not infringe the patents, copyright, design, trade mark or other industrial or intellectual property rights of any other person. Should the Supplier not be satisfied that any Specification proposed by the Purchaser would not infringe the rights of any other person then the Supplier should decline to accept the Order and if he proceeds shall

