

General Terms and Conditions of PURCHASE European Truck Trailer Parts

1. Definitions

1.1. Capitalized terms used but not defined herein have the following meanings:

<u>“Buyer”</u>	means European Truck Trailer Parts (registered in Belgium under number 0472.930.329 whose registered office is at Liebeekstraat 13, 8800 Roeselare, Belgium;
<u>“Contract”</u>	means the contract for the sale and purchase of the Goods by Buyer from Seller;
<u>“Confidential Information”</u>	means all data, materials, Know-How, or other information of Buyer, including, but not limited to, proprietary information and materials regarding Buyer’s technology, products (including formulas), business information or objectives, including all Intellectual Property (Rights), which is of the type that is customarily considered to be confidential information by persons engaged in similar activities, regardless of form and whether marked, designated, or otherwise identified as “confidential”;
<u>“Delivery Address”</u>	means Liebeekstraat 13, 8800 Roeselare (Belgium) or the address stated on the Order;
<u>“Goods”</u>	means the goods identified in the Order;
<u>“Intellectual Property (Rights)”</u>	means, without limitation, all rights throughout the world in the nature of intellectual property rights including copyright, trade mark, trade and business names, domain names, goodwill, registered designs, patents, database rights, topography rights and rights in know-how and trade secrets, whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing. Intellectual Property Rights shall also include the Know-How, meaning all technical and processing data, information, specifications, and knowledge of an intellectual or industrial nature, concerning products, including but not limited to specifications, manufacturing instructions, quality control procedures and other like data
<u>“Order”</u>	means Buyer’s purchase order to purchase Goods;
<u>“Price”</u>	means the price of the Goods ;
<u>“Purchase Terms”</u>	means the standard terms of purchase set out in this document and the Order (unless the context otherwise requires);
<u>“Seller”</u>	means the person from whom Buyer purchases Goods as identified in the Order;

- 1.2. Any reference in the Purchase Terms to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.3. This Agreement and all documents relating thereto are drafted in English. The English version shall be the only legally binding version. Any translations into other languages are provided for convenience only and shall not be relied upon for the interpretation or enforcement of this Agreement.

2. Scope

- 2.1. The Purchase Terms apply to and are deemed to be incorporated into any Order as though the Purchase Terms were fully set forth in such Order. In case of discrepancy between the Purchase Terms and the Order, the Order shall prevail.
- 2.2. Together with the Order, the Purchase Terms constitute the Contract. If the Goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable. Any amendment to or modification of the Purchase Terms will be null and void and of no

force unless such amendment or modification is: (a) in writing; (b) signed by a duly authorized representative of Buyer; (c) expressly refers to the specific section of the Purchase Terms to be amended; and (d) expressly indicates Buyer's agreement to amend such section.

2.3. The Purchase Terms supersede all prior or contemporaneous understandings, discussions, proposals, negotiations, representations, warranties, agreements, and communications, both oral and written, regarding the same.

2.4. The Purchase Terms exclude any terms or conditions provided by Seller, which will be null and void and of no force. By accepting the Order Seller is deemed to accept the Purchase Terms.

3. Order and acceptance of Order

3.1. The Order constitutes an offer by Buyer to purchase the Goods subject to the Purchase Terms.

3.2. Unless otherwise set forth therein, the Order will be deemed accepted by Seller upon the earlier of Seller's: (i) written acceptance; (ii) failure to accept or reject the Order within seven (7) days of its receipt; (iii) commencement of performance in accordance with the Order; or (iv) issuance of an invoice in connection with the Order.

4. Packing and shipping

4.1. Seller shall mark, pack and ship all Goods (i) pursuant to Buyer's instructions and any applicable regulations or requirements of the carrier and in any event in a manner sufficient to ensure that they are delivered in undamaged condition; and (ii) in accordance with all applicable laws, rules, and regulations.

4.2. Unless otherwise set forth in the Order, each shipment must (i) display prominently a packing note quoting the number of the Order;; (ii) be accompanied by all applicable shipping documents.

4.3. Unless otherwise set forth in the Order, Seller shall be responsible for all costs and expenses associated with marking; packing and shipping of Goods, and Buyer shall not be required to return any packing materials whether or not any Goods are accepted by Buyer.

5. Delivery

5.1. The Goods shall be delivered to the Delivery Address on the date or within the period stated in the Order, in either case during Buyer's usual business hours. Where the date of delivery of the Goods is to be specified after the placing of the Order, Seller shall give Buyer reasonable notice of the specified date.

5.2. Unless otherwise set forth in the Order, Seller shall deliver all Goods DDP Delivery Address (Incoterms 2020).

5.3. Risk of loss shall pass from Seller to Buyer upon delivery in accordance with the Contract. The property in the Goods shall pass to the Buyer on delivery. However, if payment for the Goods is made (in whole or part) prior to delivery, the property of the Goods shall pass to the Buyer once payment has been made.

5.4. The time of delivery of the Goods is of the essence of the Contract.

5.5. In the event of any anticipated or actual delay in delivery, Seller shall (i) provide Buyer with prompt written notice stating the reason for delay, action being taken to minimize the delay, and expected delivery date; and (ii) upon Buyer's request, provide expedited delivery at no additional cost to Buyer.

5.6. If, for any reason, Buyer cannot accept delivery of the Goods at the time or place stipulated in the Order, Seller shall at its own cost store the Goods, safeguard them and take all reasonable steps to protect Buyer's interests until their actual delivery.

5.7. Seller shall supply Buyer in good time with any instructions or other information required to enable Buyer to accept delivery of the Goods.

6. Inspection and rejection

6.1. Buyer shall inspect the Goods at any time after delivery but shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. Buyer may reject all or any portion of the Goods due to any defect or nonconformance with the Contract by providing Seller with written notice of rejection within a reasonable time after delivery or discovery of any defect or nonconformance.

6.2. If Buyer rejects any portion of the Goods, then Buyer may: (i) return the Goods at Seller's risk and expense for correction, replacement (within seven (7) days) or refund; (ii) accept the Goods as is, subject to an appropriate reduction in the applicable Price; (iii) accept and correct the Goods at Seller's expense; and/or (iv) pursue any other right or remedy available to Buyer, including termination of the Order.

7. Changes

7.1. At any time, Buyer may direct Seller to make reasonable changes to the Goods' performance, quantity, packaging and shipment (each, a "Change Request").

Within five (5) days of its receipt of any Change Request, Seller shall provide Buyer with written notice identifying and supporting the impact, if any, that the Change Request may have on the cost or time required to perform the Order (each, an "Adjustment Notice").

Within ten (10) days of its receipt of any Adjustment Notice, Buyer shall notify Seller whether to proceed with the change pursuant to the Adjustment Notice. If Buyer does not provide Seller with such notice, then the Change Request will be deemed withdrawn and Seller shall proceed pursuant to the Order. However, if Buyer directs Seller to proceed with the change pursuant to the Adjustment notice, then the Order will be deemed amended accordingly.

7.2. With regard to the time of delivery of the Goods Buyer may at any time and at no cost to Buyer require Seller to postpone delivery of the Goods in whole or in part.

8. Price of Goods

8.1. The Price of the Goods shall be as stated in the Order and, unless otherwise so stated, shall be:

- exclusive of any applicable value added tax (which shall be payable by Buyer subject to receipt of a VAT invoice); and
- inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.

8.2. No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Buyer in Writing.

8.3. Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by Seller.

9. Terms of payment

- 9.1. Seller may invoice Buyer on or at any time after delivery of the Goods, as the case may be, and each invoice shall quote the number of the Order.
- 9.2. Unless otherwise stated in the Order, Buyer shall pay the Price of the Goods on the first payment run following 60 days after the end of the month in which a proper invoice is received or the acceptance of the Goods in question by Buyer, whichever is the later.
- 9.3. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off any amount it owes to Seller against any amount payable by Buyer to Seller.

10. Termination for Convenience

- 10.1. Buyer may cancel the Order in respect of all or part only of the Goods without having to justify such cancellation by giving notice to Seller at any time prior to delivery or performance. In such event:
- where the Goods are not stock merchandise of Seller, Buyer shall make and Seller shall accept payment on the basis of a fair valuation, supported by documentary evidence, for work actually done under the Order prior to receipt by Seller of notice of termination but be limited to monies not otherwise recoverable by Seller;
 - where the Goods are standard stock merchandise of Seller, Buyer shall have no further obligation in respect of the cancellation except to make payment for reasonable consignment and re-delivery charges to Seller in respect of Goods dispatched but not delivered prior to such cancellation, on the condition that Seller clearly demonstrates such charges.

11. Termination for Cause

- 11.1. Buyer may terminate the Contract with immediate effect and without liability to Seller by giving notice to Seller at any time if:
- Seller is in breach of any of its obligations in terms of the Order, Contract or Purchase Terms; or
 - Seller makes any assignment for the benefit of creditors or files a petition in bankruptcy or is adjudged bankrupt or becomes insolvent or generally unable to pay its debts when due or is placed in the hands of a receiver or if the equivalent of any such proceedings occurs, provided that such termination is not contrary to legal provisions of public order applicable to Seller; or
 - Seller ceases, or threatens to cease, to carry on business and/or fails to provide Buyer with reasonable assurances of future performance; or
 - if Seller fails to maintain any authorisation, license or permit of any nature that is legally required to engage in the performance of the Contract as a result of which Seller is no longer authorized to execute the whole or a part of its obligations under the Contract; or
 - Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to Seller and notifies Seller accordingly.

12. Terms to survive termination of the Contract

- 12.1. Termination of the Contract shall not affect any term which is expressly or by implication to operate after the termination.
- 12.2. Clauses 13, 14, 16, 17 of the Purchase Terms shall survive any termination of the Contract.

13. Warranties

- 13.1. Seller represents and warrants to Buyer that the Goods will, at the time of delivery and throughout the term of warranties provided by Seller to Buyer (hereinafter referred to as the "*Warranties*"):
- comply with all specifications, including in terms of quality, quantity and description;
 - be free from any defect, including defects in design, material, assembly, and workmanship;
 - be free from all liens, judgments, and other encumbrances;
 - be new, merchantable, fit, and suitable for the purposes purpose held out by Seller or made known to Seller in writing;
 - be of the same or superior quality of the sample, when a sample was provided
 - be manufactured, sold, and delivered in compliance with all relevant laws, rules, and regulations;
 - will not infringe or misappropriate any third party's Intellectual property rights.
- 13.2. The Warranties are cumulative and in addition to any other warranty provided by law or equity. The Warranties survive any inspection, payment, or acceptance by Buyer. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the Warranties.
- 13.3. Seller shall promptly reimburse Buyer for any loss, damage, cost, fee, or expense incurred by Buyer as a result of any breach of the Warranties.
- 13.4. In addition to any other rights and remedies available to the Buyer under this Agreement or at law, if the Buyer reasonably suspects that the Goods, or any part thereof, infringe or may infringe upon any Intellectual Property Rights of a third party, the Buyer shall have the right to return such Goods. In such case, the Seller shall, at its own cost and expense, promptly retrieve the returned Goods and bear all associated costs of transportation, handling, and replacement (if applicable). The exercise by the Buyer of its right under this clause shall be without prejudice to any claim for damages or other remedies the Buyer may pursue.

14. Indemnification

- Seller shall indemnify, defend, and hold Buyer (including its shareholders, directors, officers, employees, customers, subsidiaries, affiliates, and representatives) harmless from and against any and all claims, actions, demands, suits, proceedings, damages, liabilities, fines, fees, settlements, penalties, costs, and expenses (including court costs and reasonable attorneys' fees) of any kind or nature arising out of or relating to:
- any act or omission by Seller or its directors', officers, employees, agents, representatives, or permitted assigns constituting (i) a breach of the Contract (including breach of warranties, Order or the Purchase Terms), (ii) a negligence, strict liability, or wilful misconduct and/or (iii) a violation of any applicable law, rule or regulation whether such claims arise from tort, contract, quasi-contract, or otherwise,

- any claim that the Goods infringe, or their importation, use or resale, infringes, a patent, a copyright, a design right, a trade mark or any other Intellectual Property Right of any other person in any country, except to the extent that the claim arises from compliance with any Specification supplied by Buyer;
- all claims in respect of loss or damage to persons and property (including consequential loss) incurred by Buyer or third parties arising out of or in consequence of the supply of the Goods.

15. Insurance

- 15.1. Seller shall, at its own cost, take out and maintain at all times adequate insurance cover for his liability under the Contract (including employer's liability, product and public liability, and third party and professional indemnity insurance). Seller shall upon request provide evidence of such insurance and that Buyer's interest is specified.
- 15.2. In the event that Seller shall not arrange and/or maintain the agreed insurance cover Buyer may arrange such insurance and pay the premiums and shall be entitled to deduct such sums from any monies due to Seller and/or pursue an action for recovery of the debt.

16. Compliance

- 16.1. Seller shall comply fully (i) with all applicable laws, rules, and regulations, including, without limitation, those regarding anti-money laundering, anti-corruption, anti-bribery, human rights, and environmental health and safety.
- 16.2. Seller shall not pay, offer, promise, or authorize the payment, directly or indirectly, of any monies or anything of value to any government official or employee or any political party or candidate for political office, or official or employee of a public international organization, for the purpose of influencing any act or decision of such official or of the government or international organization to obtain or retain business, or direct business to any person, or to secure an improper advantage.

17. Confidential Information

Seller shall keep the Confidential Information strictly confidential and shall: (i) not use Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under the Contract; (ii) not disclose or copy any Confidential Information without the prior written consent of Buyer; and (iii) treat Confidential Information with at least the same standard of care that Seller treats its own information of a similar nature, but with no less than a commercially reasonable standard of care. Buyer shall retain the exclusive right, title, and interest in and to all Confidential Information. Confidential that becomes public knowledge through no fault of the Seller, shall no longer be Confidential Information.

18. Force Majeure

- 18.1. If either party's performance of any of its obligations under the Contract is delayed, prevented, restricted or interfered with by reason of force majeure, such as fire, explosion, storm, accident, flood, war, civil unrest, embargo, governmental legislation or regulation, acts of God, strike, lock-out, labour conflict or any other cause beyond the effective control of such party ("Force Majeure"), said party shall be excused from performance of its obligations to the extent and for the duration that its execution of the Order is fully prevented by Force Majeure. The first paragraph shall apply on the condition that (i) if a party encounters a Force Majeure event, it notifies the other party of this fact and (ii) the said notification fully describes the Force Majeure event and all relevant matters connected with it and comprises all evidence that may reasonably be provided and (iii) the said notification specifies the period for which the performance of the obligations under the Contract is delayed, prevented, restricted or interfered with by reason of Force Majeure. If a Force Majeure event continues for a period of longer than thirty (30) days, Buyer may terminate the Contract immediately by giving a written notice to Seller.

19. Rights and remedies

- 19.1. The rights and remedies of the parties in terms of or arising out of the Contract are cumulative and are without prejudice and in addition to any rights or remedies a party may have at law or in equity. Accordingly, the exercise by a party of any one right or remedy in terms of or arising out of the Contract, or at law or in equity, shall not prevent it from exercising any other such right or remedy.
- 19.2. Buyer may perform any of its obligations in terms of the Contract by itself or through any holding or subsidiary company.
- 19.3. The Contract is personal to Seller and Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.
- 19.4. Seller and Buyer are independent contracting parties, and nothing in the Contract will make either party the agent of the other or grant either party any authority to assume or create any obligation on behalf of or in the name of the other.
- 19.5. A notice required or permitted to be given by either party to the other under the Purchase Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.
- 19.6. No waiver by Buyer of any breach of the Contract by Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 19.7. If any provision of the Purchase Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Purchase Terms and the remainder of the provision in question shall not be affected.

20. Jurisdiction and applicable law

- 20.1. The place of jurisdiction for both Buyer and Seller shall be at the registered office of ETTP.
- 20.2. The contract shall be governed by Belgian substantive law to the exclusion of the UN Convention on Contracts for the International Sale of Goods dated April 11, 1980 and the Hague Conventions relating to a Uniform Law on the International Sale of Goods dated June 15, 1955.