

## GENERAL PURCHASE AND EXECUTION CONDITIONS 12.2019

### 1. Application and validity of the general purchase and execution conditions

These general purchase conditions and execution apply as hand-written. They are an essential part of our orders and their supplements or demands and this in the same way as any other enclosed documents.

Except for special written agreements, all BEP EUROPE N.V. (hereinafter called "Purchaser") signed orders and contracts are subject to these general conditions **with the exclusion of all inconsistent general or special conditions of Supplier or subcontractor, hereinafter called 'Supplier'**.

### 2. Approval and confirmation of the orders

The Supplier must as soon as possible sign as correct and return the duplicate of the order form to the registered office of the Purchaser, Ten Briele 6, 8200 Brugge.

If the Purchaser has not received this agreement within 15 days, he will be entitled to annul this order by means of a written advice or consider the order and all conditions to be automatically accepted by the Supplier ; the Supplier's start of the execution of the order also implies that the present general purchase and execution conditions were accepted. On the other hand, oral confirmed orders by the Purchaser or his representative will only apply if they were confirmed within a period of 5 working days, by means of a properly formulated written order. If the Purchaser does not reply to a quotation, it can by no means be considered as an acceptance of the quotation, whatever statement occurs.

### 3. The Supplier's obligations

The Supplier admits to dispose of all necessary information concerning a perfect execution of the order, to reckon with all possible difficulties and to be able to execute the orders in accordance with the rules in the approved manner. The order implies all determined goods and/or works and the ones which are directly or indirectly connected to them in order to achieve a complete execution and/or a ready-to-use delivery, in accordance with the destination of the goods and or works and their excellent application.

The Supplier takes all useful measures in order to guarantee a perfect execution of the order without interruption and within the agreed term. In case of dispute the Supplier is not entitled for any reason to adjourn the deliveries, works or execution of his contractual obligations. The authorisations, approvals, control, etc. of the Purchaser do not effect the Supplier's obligations and/or responsibility.

### 4. Modifications - Cancellation

If the Supplier does not observe his obligations or in case of bankruptcy or composition, the Purchaser reserves the right to completely or partly annul the order, without possible prejudice to his entitlement to compensation, in accordance with the recorded conditions.

The Purchaser will also be entitled to correct the Supplier's shortcoming or make an appeal to a chosen third party at the risk and at the expense of the Supplier ; however, this also implies that the Purchaser is entitled to supply somewhere else and the Supplier will compensate for all excess prices which the Purchaser could have suffered.

These price raises will be proved by means of the presentation of the involved invoices or any other document concerning the delivery and their conditions.

Unless otherwise clearly agreed, the Purchaser will not allow any even partly modification concerning the conditions and/or specifications of his order during its execution or its production.

### 5. Subcontractors-execution responsibility

The Supplier is obliged not to contract out the order to a third party, unless written approval of the Purchaser on pain of possible partly or completely nullification of the order by means of written advice; without prejudice to the Purchaser's right to claim a possible compensation. However, such possible agreement of the Purchaser does not decrease the Supplier's responsibility towards the Purchaser concerning the total and prompt execution of the order and the observance of these general conditions. In this respect, the Supplier must impose his own subcontractors to observe all contract conditions.

### 6. Execution term of the orders

Unless otherwise mentioned and accepted by the Purchaser, the execution term starts at the ordering day. The dates mentioned on the order form are the ones for delivery of material and goods at the delivery address.

If after acceptance of the order, any delay is foreseen or appears to be inevitable, the Supplier must immediately inform the Purchaser, after which the Purchaser notifies his decision whether or not maintaining the order.

If the orders are not or only partly executed on the foreseen places and within the given terms, the Purchaser reserves the right, exclusively on the basis of the expiring of the term and without further request, either to annul the agreement or to agree a new term for the not-executed part, without prejudice to his entitlement to compensation, unless the fact that the contractor or client accepts the possibility not to execute the order. The nullification or the acceptance of the new term will be done by letter.

All damages suffered by the Purchaser and which will be paid by the Supplier include for example the inactivity of the employees and the material, lack of profit, the compensation to which the Purchaser's client is entitled, etc. If the special conditions provide a payment of a certain amount for compensation, this clause will legally and without judicial reminder apply and without prejudice to the Purchaser's entitlement to compensation. It will be considered as a determined and non-decreasing penalty clause.

By no means a dispute between the Purchaser and the Supplier during the execution of the order or of any other contract, will imply the allowance of the Supplier to expel, delay or annul the execution of the agreed deliveries.

### 7. Plans, examples and samples

Plans, models, calculations, samples and all other information which are put at the Supplier's disposal either with the inquiry or with the order or during which execution, must be returned to the Purchaser together with the delivery. In any case, they remain exclusive ownership of the Purchaser and they cannot be duplicated or disclosed without the Supplier's preceding written authority. He can always claim compensation in case of other actions.

### 8. Deliveries

Unless otherwise stipulated, all shipments are at the Purchaser's risk and should be delivered at the Supplier's delivery address. Delivery can only take place on working days and during working hours at : Ten Briele 6 - 8200 Brugge (8.15-12.00 and 12.30-16.45)

Before every shipment the Supplier must send a shipping notice consisting of a detailed and clear description of the material and the order form reference.

This message will be sent to the Supplier's registered office, whereas the duplicate will be sent together with the goods. The Supplier will guarantee the good condition of the material in case of any delay of shipment, whatever the reason, even if the delay is caused by the Purchaser. Additional expenses and risks caused by the usage of storage or fast means of transport in order to observe the terms of delivery, are at the expense of the Supplier.

## **9. Transport risks and expenses**

Unless otherwise stipulated or in case the Supplier admitted particular conditions, all transportation of the goods is entirely effected at the Supplier's risk, even if the transportation costs are to the account of the Purchaser. Insurance costs are always at the expense of the Supplier.

## **10. Packing**

Unless otherwise agreed, packing are considered as lost.

However, if there has been agreed that the packing will be invoiced, it will be returned to the Purchaser after which it will be credited for the same amount. The Supplier must make a reservation with the conveyor if the received goods are not up to the proportion agreed. The Purchaser refuses any responsibility as the packing is expected to be returned in good condition.

## **11. Conveyance of the ownership - receipt and acceptance**

The ownership of the object of the order is acquired by the Purchaser as the identification of the elements which are part of it or of the delivery on the yard. The Supplier bears the risk of the deliveries and/or the performance to their acceptance ; taking possession of the ownership cannot be used as acceptance.

Unless otherwise stipulated in the special conditions, the Purchaser accepts the goods at the delivery address and the works at the address of execution. The Purchaser is entitled to return all goods or material which are not consistent with the specifications of the order or with the quality of the approved sample or to stop the works, without prejudice to his entitlement to compensation.

Moreover it is agreed that the quantitative receipt by our stock manager in the factory or by our employees at the yard cannot be considered as a qualitative approval of the deliveries. Only a qualitative approval causes acceptance of delivery or works, transfer of risks and consideration of the invoices.

## **12. Prices**

Unless otherwise stipulated in the order, all prices are fixed in EURO and no subject to possible revisions. The deliveries are free at works, inclusive of all taxes, rights and all other general expenses. Only VAT or any other replacing tax, applying at the moment of acceptance, remains at the expense of the Purchaser. If a price was agreed ex works or ex warehouse of the Supplier, the shipment will be executed under the most favourable conditions, unless Purchaser explicitly stipulated particular means of transport.

## **13. Invoices**

All Supplier's invoices are to be provided with a number and imputation number of the order and are to be sent in triplicate to the Supplier's registered office.

**The Supplier's inobservance of the regulations will automatically cause return of the invoices.** If such is the case, the terms of payment will run when the above mentioned documents are properly completed and when the Purchaser again received the documents at his registered office.

## **14. Payment**

Unless otherwise agreed, invoices are payable within **60 days** of the end of the month of receipt, **but surely after complete agreement of the goods or after the execution of the achievement and after agreement of the invoice.** Should the Supplier in agreement with the Purchaser supply or the Purchaser accepts the goods or work before the expected date, the first agreed term of payment will be applied.

Claims of the Supplier against the Purchaser can not be passed on, also the invoices can not be endorsed, except for a written authority of the Purchaser. Under no circumstances invoices will be paid via cash desk.

## **15. Warranties**

All material and works shall be warranted upon their date of acceptance for a period of two year (unless otherwise stipulated in the contract) against all material failing, design errors, construction errors, failing operation characteristics, operating capacity or any other defect or failure. During this period, the supplier must replace without additional expense and as soon as possible every failing material or installation, which will be covered by the same warranty as first agreed.

The supplier shall be liable for all costs and expenses made by the purchaser concerning all errors, defects and/or failures. In case of refusing the reparation or replacement or in case of replacement of operation capacity and also continuous failure or incapacity, the purchaser reserves the right, until expiring of the warranty period, to refuse the delivery and the goods and to partly or completely annul the contract. This decision causes total repayment of all the amounts received concerning the contract or the refused parts and total compensation of all damages which involve this rescission.

## **16. Patent rights**

Unless the purchaser himself delivers the plans for execution, all patent and other intellectual property rights are at the expense of the supplier and he will protect the purchaser against any third-party liability concerning patent rights or industrial property for the delivered material or the used procedure.

## **17. Liability - Insurance**

The Supplier assumes complete liability in the capacity of qualified specialist (capacity which has determined his choice) for the design, execution and the good termination of the order. He warrants the Purchaser and compensates him for all causes, inclusive of profit loss, financial expenses, etc., caused by a shortage, a lack of care, foresight or diligence during the execution of the order.

The Supplier must take all necessary security measurements for his employees, the Purchaser's employees and third parties and/or for the protection of the goods. He will meet the requirements of the "General rules" of the "Employment Protection" and will take out all necessary insurance, without any responsibility against the Purchaser and the client.

## **18. Exclusive right**

The Supplier recognises that the objects which are made on the basis of plans, models and samples supplied by the Purchaser apply for the Purchaser's industrial rights of ownership.

As a result, the Supplier agrees not to produce such objects for other persons or purposes as for the Purchaser and he renounces to selling them to third parties, putting them on price lists, advertising, etc. Every violation will be interpreted as a grave error by which the Purchaser is directly entitled to annul the contract and to claim compensation.

## **19. Publicity ban**

Publicity via printing or other means of reproduction concerning the commercial relation between the Purchaser and the Supplier is banned, except for a written authority of the Purchaser.

#### **20. Sustainability: Gratuity**

The Supplier agrees not to allow any gratuity to the Purchaser's employees, even not through the aid of a middleman. Every violation of the above mentioned obligation allows the Purchaser to annul the contract and to claim compensation as if the goods were not delivered by the Supplier.

#### **21. Sustainability: Anti-corruption and anti-bribery laws**

The Supplier represents, warrants and covenants that it is in compliance with, and will remain in compliance with, all Anti-Corruption Laws. Neither the Supplier nor any of its respective affiliates or officers has, in connection with the contract and the transactions contemplated hereby, directly or indirectly made, and will not make, any contribution, gift, bribe, rebate, payoff, influence payment, kickback, promise or other payment to any person, private or public, including any public officials, whether in money, property or services to (i) obtain favourable treatment or secure any contracts, deeds, certificates, statements, agreements or commitments, or (ii) obtain special concessions (or compensate special concessions already obtained), in each case, in violation, in any material respect, of any AntiCorruption Laws.

#### **22. Sustainability EXPORT CONTROLS AND ORIGIN**

If any Part, or component therein, which the Supplier delivers to BEP EUROPE is subject to national sanctions or export control regulations in those countries where the Supplier produces the Part or those countries from which the components originate, the Supplier shall be obliged, prior to the Parties agreeing on the Technical Specification, to notify BEP EUROPE in writing thereof and of the scope of the export restrictions and provide BEP EUROPE with the applicable export control classification number or equivalent, if any, of the Part or the component.

#### **23. Sustainability: Social Requirements.**

Suppliers must comply with national laws and regulations and with international conventions concerning social & working conditions, child labour and the protection of the environment.

##### **Social & Working Conditions**

BEP EUROPE expects its suppliers to respect fundamental human rights, to treat their workforce fairly and with respect. Suppliers must agree to provide a healthy and safe working environment, pay at least the minimum legal wage and compensate for overtime, ensure reasonable privacy, quietness and personal hygiene, in those instances where housing facilities are provided.

Suppliers may not make use of child labour, make use of forced labour, discriminate, use illegal overtime, prevent workers from associating freely with any workers' association or group of their choosing or collective bargaining, nor accept any form of mental or physical disciplinary action, including harassment.

On request Supplier will issue a statement confirming the above provisions.

#### **24. Sustainability Environment**

The supplier agrees to comply strictly with every regulation relating to environmental protection. The Supplier shall, within the limits of the commercial and technical possibilities, provide the deliveries and/or services as well as the deliveries and/or services of third parties in an environmentally sound manner. An environmentally sound performance includes, but is not limited to, the selection of environmentally sound materials and production procedures for the product design (e.g. low emission, low pollutant and low waste designs, as well as dismantling friendly designs), the use of environmentally friendly and recyclable lubricants and generally, solutions preserving the resources (e.g. with respect to the consumption of energy and materials). The Supplier shall maintain an appropriate, documented quality assurance system. The Supplier shall impose the same obligations on his sub-supplier. The supplier warrants not use asbestos, tin, tungsten, tantalum and gold in his products.

The Supplier shall provide us with the records upon request..

#### **25. Disputes**

For every dispute concerning the interpretation of the order conditions or its execution, only the tribunals of Brugge will be authorised in case no friendly settlement is possible. Even in case of serving a third-party notice and plurality of defenders the Purchaser is still entitled to appeal to any other judicial authorities.

For all contractual agreements between Supplier and Purchaser, only the Belgian and EU law will be applicable in particular concerning liability caused by the goods, to the exclusion of the uniform law on international purchase of moveable property and immovable goods..