

II. General purchase conditions

1. DEFINITIONS

1.1 Goods : « Goods » means any design and/or materials and/or equipment and/or services which the Seller shall provide according to the Purchase Order and/or any part or component included in the above- defined items.

1.2 Purchaser : « Purchaser » means GOHL-KTK GmbH.

1.3 Seller : « Seller » means the natural or legal person identified in the Purchase Order as the Seller of the Goods.

1.4 Subcontractor : « Subcontractor » means any natural or legal person other than Purchaser, who entered into a supply agreement with the Seller for all or any part of the Goods.

1.5 User : « User » means the Purchaser's client and/or end of the Goods.

2. SCOPE OF THE GENERAL PURCHASE CONDITIONS

2.1 These General Purchase Conditions shall apply to the offer to purchase issued by the Purchaser and to the Purchaser Order, and shall prevail upon any general sale conditions or similar deeds, whether general or particular, issued by the Seller before, at the same time or after these Conditions, regardless of their form.

2.2 Such Conditions can only be waived by application of the Particular Conditions referred to in the offer to purchase or as provided for in the Purchase Order. Such derogation will only apply to the relevant Order. The Seller may in no event take advantage of such Particular Conditions in connection of other orders.

2.3 In the event of a discrepancy between the General and Particular Purchase Conditions, the Particular Purchase Conditions shall prevail.

3. ACCEPTANCE OF THE ORDER AND EFFECTS

3.1 ACCEPTANCE

3.1.1 The Seller shall acknowledge receipt of the Purchase Order by returning a copy of it duly signed and dated, within ten (10) business days from receipt. Upon expiry of such 10-days period, the purchase shall be deemed null and void.

3.1.2 Any exceptions, whatever their nature, which the Seller may set forth on an acknowledgement of receipt of Order, shall be expressly agreed upon in writing by the Purchaser, failing which the Purchase Order shall be deemed null and void.

3.1.3 Any commencement of performance prior to acknowledgement of the Purchase Order shall be deemed acceptance of such order by the Seller.

3.2 EFFECTS

3.2.1 Any acceptance of the Purchase Order by the Seller must comply with these General Purchase Conditions and with the Particular Conditions as provided for on the Purchase Order.

3.2.2 The Seller shall be bound by a strict liability to comply with the terms and conditions of the Purchase Order, in particular with respect to delivery schedule and dates, conformity and technical specifications. The Seller shall also be bound by a duty to advise and inform.

3.2.3 The Seller expressly warrants that it will deliver any products and services under the Purchaser Order in compliance with good practice, with the national or international standards as validated by the country of the Purchaser, with the laws and regulations applicable to the Purchaser Order. If the Goods are to be installed in a non-EU country, the Seller shall represent that the Goods are in compliance with local law.

4. DOCUMENTS

4.1 Any documents supplied by the Purchaser shall remain such party's property, and shall not be lent, copied or used without its prior written consent.

4.2 The Seller shall advise the Purchaser in writing, within fifteen (15) days from their handing over, whether or not the drawings, documents and design notes, etc., include any inconsistencies, errors or omissions. Upon expiry of such period, the Seller shall be deemed to have agreed upon the contents of the technical specifications without reservations, and shall remain solely liable for such documents.

4.3 The Seller is bound to comply scrupulously with the Purchaser's instructions, and shall regard any document disclosed to it as strictly confidential.

4.4 The Seller shall return to the Purchaser, within the period agreed upon in the Purchase Order, any documents, drawings, specifications and calculations needed for the proper use of the supply, including as to its installations, operation and maintenance. Such documents shall be the Purchaser's sole property. They may not be lent, copied or used otherwise without the Purchaser's prior written consent.

4.5 The Seller warrants that the documents that he shall supply to the Purchaser are accurate and complete. No express or tacit Purchaser consent may release the Seller from its liability in the event.

5. PRICE – EXTRA CHARGES

5.1 The prices described in the Purchase Order are all-inclusive, fixed and non-modifiable prices.

5.2 Any additional supplies and, in general, any products not mentioned in the Purchase Order and needed for the adequate, secure and efficient functioning, building or maintenance of the Goods and for the performance of the Seller's Guarantees, shall be supplied and/or performed by the Seller, at the Seller's expenses.

5.3 The Purchaser reserves the right to include the extras mentioned in paragraph 5.2 above by sending an amendment duly prepared prior to their supply and/or performance. Any commencement of supply and/or performance without having first advised the Purchaser shall be at the Seller's risks and expenses.

6. TIME OF PERFORMANCE

6.1 Time of performance of the Goods as provided for in the Purchase Order is mandatory. In the event that such time is exceeded, and barring any force majeure event, the Purchaser reserves the right to cancel the Purchase Order.

Without prejudice of the duty deliver at the date indicated in the Purchase Order, the Seller shall immediately notify any foreseeable delay. The Seller shall moreover submit to the Purchaser, within the shortest possible delay, the steps that the Seller deems necessary to cure such potential delay, at its expenses, and meet the delivery date.

6.2 In the event that the Seller does not take the above mentioned steps or if the Purchaser does not approve such steps, the latter reserves the right to require after written notice that the Seller immediately take any steps that the Purchaser deems appropriate, at the Seller's expenses.

6.3 If the Purchaser believes that the performance by the Seller may result in a substantial delayed delivery, the Purchaser reserves the right, upon written notification, to remove all or part of the Goods located in the Seller's Subcontractors' workshops. The Purchaser may then complete or cause the completion of the construction works, at the Seller's expenses, without prejudice of Article 7 of these General Purchase Conditions.

7. PENALTIES

7.1 Unless otherwise stipulated in the Purchase Order, any delayed delivery not previously agreed upon by the Purchaser shall automatically result in penalties. Unless otherwise stipulated in the Purchase Order, such penalties shall apply to intermediary deadlines that the Purchaser may have imposed for the delivery of drawings, intermediary deliveries and progress of works.

7.2 Late delivery penalties shall apply without notice, at a rate of 1% of the total contractual amount for each week of delay, each period being due in full once started. The total amount of late delivery penalties may not exceed 10% of the total amount of the Purchase Order.

7.3 Late delivery penalties apply without prejudice of compensation for any damages sustained by the Purchaser in connection with such delays.

8. DELIVERY SCHEDULE

8.1 The Seller shall be liable to deliver the Goods in compliance with the Purchase Order and for the proper performance of such Purchase Order. The Purchaser reserves the right to accelerate the production of the Goods in the case the delivery is likely to be delayed.