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**ALRO GROUP**

WE COLOUR YOUR MOBILITY



**GENERAL TERMS AND CONDITIONS OF PURCHASE**

## ARTICLE 1: APPLICABILITY

1.1. Every Supplier (hereafter referred to as the "Supplier") who delivers goods or services or performs works for the benefit of ALRO Holdings and/or its associated companies:

- (i) The naamloze vennootschap [public limited-liability company] "ALRO HOLDINGS", with registered office established at Kruishoefstraat 52, 3650 Dilsen-Stokkem, Legal Entities Register of Antwerp, department of Tongeren and with VAT number BE 0450.073.565 (hereafter referred to as "ALRO Holdings");
- (ii) The naamloze vennootschap [public limited-liability company] "ALRO", with registered office established at Kruishoefstraat 52, 3650 Dilsen-Stokkem, Legal Entities Register of Antwerp, department of Tongeren and with VAT number BE 0437.678.450 (hereafter referred to as "ALRO");
- (iii) The naamloze vennootschap [public limited-liability company] "WCA-ALRO", with registered office established at Oosterring 13, 3600 Genk, Legal Entities Register of Antwerp and with VAT number BE 0434.307.008 (hereafter referred to as "WCA ALRO");
- (iv) The naamloze vennootschap [public limited-liability company] "RECITECH", with registered office established at Heulentakstraat (no number), 3650 Dilsen-Stokkem, Legal Entities Register of Antwerp and with VAT number BE 0437.726.851 (hereafter referred to as "Recitech"); and
- (v) The company under Slovak law "ALRO SLOVAKIA", with registered office established at Coburgova 84, 91701 Trnava (Slovakia), with VAT number SK 2022247535 (hereafter referred to as "ALRO Slovakia").

accepts the application of these terms and conditions of purchase (hereafter referred to as the "Terms and Conditions of Purchase"), to the exclusion of his own standard terms and conditions or terms and conditions of sale. The delivery or performance proves this acceptance without reservation. Any departure from this rule must be confirmed by ALRO in writing.

1.2. ALRO Holdings, ALRO, WCA ALRO, Recitech and ALRO Slovakia are hereafter jointly referred to as "ALRO", "we" or "us". Even if ALRO has accepted in writing the applicability of the Supplier's terms and conditions of sale or delivery, these Terms and Conditions of Purchase shall continue to apply supplementarily.

1.3. In case of contradictions, the following texts have priority in succession: the order, these Terms and Conditions of Purchase, the offer request and the offer.

1.4. If a translation of these Terms and Conditions of Purchase is made available to the Supplier, this translation is purely informational. In case of contradictions between such translations and these Terms and Conditions of Purchase, the Dutch version of these Terms and Conditions of Purchase will prevail.

## ARTICLE 2: REQUESTS FOR OFFERS AND OFFERS

2.1. A request for an offer from ALRO is under no circumstances binding for ALRO and must be regarded as purely informative. By contrast, an offer from the Supplier shall be deemed to contain a binding offer from the Supplier and to be valid for a period of thirty (30) days, counting from the date that the offer reaches ALRO, unless agreed otherwise in writing between the Supplier and ALRO.

2.2. ALRO reserves the right to change its request for an offer at any time.

2.2. The offer must be in compliance with all statutory and administrative regulations that apply at that moment in Belgium. It must be definitive, precise and complete, and must include everything that is required for the entire, ready-for-use delivery of the offered goods, services or works.

2.3. The offer is free of charge for ALRO

2.4. If the Supplier has doubts or objections concerning the request for an offer from ALRO, for example about the technology, security, implementability, cost or the settlement system, then he will communicate this to ALRO at the latest on the agreed date, together with an alternative offer.

## ARTICLE 3: ORDERS & PRICES

3.1. Oral or telephone orders must always be confirmed by means of an order form/schedule. If ALRO receives an order form or offer from the Supplier, the agreement is only concluded as soon as a person who is authorised to represent ALRO in court confirms the offer of the Supplier involved in writing, or as soon as ALRO begins executing the purchase agreement. If ALRO places an order on its own initiative, the agreement is concluded as soon as the Supplier approves this order (even orally).

3.2. If the Supplier wishes to make changes relating to the size and/or the scope of the agreed order for the delivery of goods or services, the changes must be discussed with ALRO in advance and the execution thereof is only authorised if they have first been confirmed by ALRO in writing.

3.3. If ALRO wishes to make changes relating to the size and/or the scope of the agreed order for the delivery of goods or services and these (can) have an impact on the price and the performance period, then the Supplier must within a period of five (5) working days counting from the notice of the changes by ALRO, report any deadline and/or price changes to ALRO in writing.

3.4. In the absence of notice from the Supplier as stipulated in article 3.3., the Supplier shall maintain in full the initially agreed price and performance period.

3.5. Moreover, notwithstanding what is provided in article 7 of these Terms and Conditions of Purchase, the Supplier shall under no circumstances be authorised to modify and/or stop the production of certain products for which ALRO has pending orders, or the offering of certain services that to the Supplier's knowledge ALRO shall call upon again in the near future, except in cases of force majeure and/or amended legislation.

3.6. All prices are fixed and can only be raised with the written, express and advance consent of ALRO. All prices are in EURO, unless expressly agreed otherwise/mentioned on the purchase order/order form. Delivery of the order is always included in the price confirmed by Alro, unless expressly agreed otherwise.

## **ARTICLE 4: DELIVERY/SHIPMENT**

4.1. The purchase order sent out or the confirmed order form contains the agreed delivery period. Every delivery from the Supplier shall be made in accordance with the Incoterm DDP (Incoterms version 2010). The delivery and performance periods are of strict application. If they are exceeded, ALRO has the option to:

- (i) either demand performance of the agreement;
- (ii) or declare its immediate dissolution ipso jure.

In both cases ALRO is entitled to a lump-sum agreed compensation of 1% of the total contract price per commenced week of deadline overrun, with a maximum of 10%, without prejudice to its right to claim and prove higher damages.

4.2. However, article 4.1 is not applicable if the Supplier proves that, due to force majeure, it was absolutely impossible for him to respect the agreed periods and if, immediately after learning of the existence of this force majeure, he notified ALRO thereof in writing. In this case, the periods shall - after mutual consultation - be extended by an appropriate amount of time. If this extension means that the order is no longer useful for ALRO, ALRO shall be authorised to unilaterally dissolve its order with the Supplier, subject to notification. The Supplier shall then immediately pick up any delivered materials and refund any advances that were paid.

4.3 Ownership transfers upon delivery of the supplied materials/goods. Any clause that postpones the transfer of ownership or contains any reservation with regard to this transfer cannot be opposed to ALRO. The unilateral inclusion of a reservation of ownership clause in the general terms and conditions or any other document of the Supplier is not opposable to ALRO and can only be opposed to it after written consent of ALRO.

4.4. ALRO reserves the right to suspend fulfilment of its obligations vis-à-vis the Supplier so long as the goods have not been fully delivered and accepted.

## **ARTICLE 5: QUALITY SYSTEMS AND INSPECTIONS**

5.1. At ALRO's request, the Supplier must comply with a quality system in accordance with the applicable DIN ISO standards. ALRO is authorised to audit this quality system by itself or with the assistance of third parties, in order to verify its compliance and to demand possible post-audits. The Supplier shall bear all of the costs for obtaining these quality system certificates and undertakes not to unreasonably refuse its cooperation in these audits.

5.2. ALRO may always check the good quality or conformity of the goods in the supplier's workplaces. In so doing, both parties shall bear their own expenses. Should new inspections prove necessary as a result of defects or because inspection was not possible, the Supplier then bears all costs of these new inspections, including the personnel costs of ALRO.

5.3. Certificates are sent by e-mail, at the latest upon delivery.

5.4. The Supplier's warranty obligation (including that for patent defects) is unaffected by the provisions of this clause.

5.5 The Supplier guarantees that the goods correspond to the agreed specifications and qualities and that they are accompanied upon delivery by all required documents (e.g. shipping documents, certificates, permits, etc.). Where necessary, the Supplier shall supplement these documents, meet the formalities relating to them and send them back as quickly as possible to ALRO N.V. (or to the third party (or parties) involved). If the delivered goods do not correspond to the specifications and/or quality, or if the Supplier does not fulfil his obligations with regard to shipping documents (or only does so with delay), ALRO reserves the right, in order to cover its administrative costs, to withhold a lump-sum amount from the invoice in question or from any other invoices the Supplier will submit, without prejudice to its right to claim compensation for all proven costs.

## **ARTICLE 6: WARRANTY**

6.1. The Supplier guarantees that the delivered goods or services, the works performed and the materials used, are free of all patent and latent defects, that they correspond to what is provided for in the agreement, to the state of the technical art, to all statutory and administrative provisions and to the normal requirements of usability, reliability and service life. ALRO is not obliged to make immediate inspection but shall give notice of any defects to the Supplier within a reasonable period.

6.2. Unless otherwise agreed in writing, the Supplier gives a warranty of 5,000 hours after commissioning. For the works performed, the supplier gives a warranty of 1 year after the acceptance. This warranty period is suspended – and extended by the suspended period – as long as the delivered goods or services or the works performed are defective.

6.3. During the warranty period, the Supplier guarantees immediate and entirely free repair of the delivered goods or services, unless he demonstrates that the defects to these goods or services can only be ascribed to ALRO. In such a case he bears all costs of assembly, disassembly and transport. In emergency cases or in the event of delay, ALRO can repair those defects itself, or arrange for them to be repaired, and recuperate the costs from the Supplier, on condition that it has notified the Supplier of this intention.

6.4. Moreover, in all cases ALRO is entitled to full compensation of any damage caused by the defect and to indemnification by the Supplier for any action for damages filed by third parties.

6.5. For parts and repairs that are replaced or performed within the warranty period, a new warranty period of 1 year applies.

6.6. Defective goods or parts remain at ALRO's disposal until they are irreproachably replaced.

6.7. The Supplier has a duty to gather information about the use that ALRO wishes to make of the sold goods and guarantees that the sold goods are suitable for this purpose.

## **ARTICLE 7: DISCONTINUATION OR CHANGE OF PRODUCTION**

7.1. If the Supplier plans to discontinue the production of the goods delivered by him or to change the dimensions, characteristics or specifications of these goods, he shall inform ALRO about this at least 6 months in advance. At the same time, the Supplier shall inform and advise ALRO about new products and replacement possibilities for such products. Modifications in the composition of the sold good and/or in the production process of the Supplier, which (can) have an impact on the use ALRO wishes to make of these goods, can only be implemented by the Supplier after advance approval by ALRO.

## **ARTICLE 8: PERFORMANCE OF WORKS AND SERVICES - OUTGOING INSPECTION**

8.1. The Supplier who performs the works or services must respect the well-being and environmental rules that apply on the grounds of the ALRO site involved.

8.2. The Supplier assumes responsibility for guarding the installation parts to be assembled until the assembly is fully completed.

## **ARTICLE 9: LIABILITY**

9.1. The Supplier is obliged to compensate all (direct or indirect, including – for example, but not limited to – loss of profit) damage that is caused as a result or on the occasion of the execution of the order by himself or his employees, or by his performing agents or their employees.

9.2. The Supplier indemnifies ALRO against all claims of third parties inter alia but not exclusively for damage caused by the final product that was manufactured with the sold goods but which is attributable to a defect in the goods sold by the Supplier to ALRO.

9.3. ALRO is not liable for loss of or damage to devices, objects or materials of the Supplier. Moreover, ALRO is not liable vis-à-vis the Supplier apart from its own serious/intentional fault with regard to the obligations that it assumed under these Terms and Conditions of Purchase. With regard to the liability of its employees, ALRO shall only be liable for intentional faults.

## **ARTICLE 10: INSURANCE**

10.1. To cover the aforementioned liability, the Supplier shall take out insurance policies that are appropriate for the work and the risks, of which he shall provide proof to ALRO at first request.

10.2. The Supplier's liability is not limited by his insurance obligation nor by the scope of coverage of this insurance.

10.3. The Supplier must mark the objects that he uses at ALRO and which remain his property as such, and have them adequately insured against fire and all other necessary risks, with waiver of recourse against ALRO.

## **ARTICLE 11: CONFIDENTIALITY**

11.1. All information that the Supplier directly or indirectly receives from ALRO and any plan or document that he produces in implementation of the order is confidential. They may not be communicated to third parties and may only be used for the execution of this agreement. Further, the Supplier undertakes to take all necessary and appropriate measures and steps in order to effectively protect the obtained confidential information at all times against loss or access by unauthorised persons. These include, in particular, the provision and maintenance of suitable and necessary access measures for spaces, containers, IT systems, data carriers and other information media, in which or on which confidential information is given, as well as the introduction of appropriate instructions for those persons who are competent to deal with confidential information. The Supplier undertakes to immediately inform ALRO in writing when a loss of and/or an unauthorised access to confidential information has taken place or may have taken place at the Supplier's.

11.2. The Supplier shall impose the same duty of confidentiality on its employees and its performing agents.

11.3. At ALRO's request, the Supplier shall immediately return all written information and any produced document or plan, including all copies.

11.4. In case of an infringement of this duty of confidentiality by the Supplier, the latter shall owe to ALRO ipso jure liquidated damages in an amount of ten thousand EUROS (€10,000.00) per infringement, to be increased by one thousand euros (€1,000.00) per day that the infringement continues, and without prejudice to ALRO's right to claim and prove higher damages.

## **ARTICLE 12: INFRINGEMENT OF INTELLECTUAL OR INDUSTRIAL PROPERTY**

12.1. The Supplier indemnifies ALRO for any claim of a third party and for any damage due to established or alleged infringements by the delivered goods and/or services of industrial or intellectual property rights.

## **ARTICLE 13: LATE-PAYMENT INTEREST**

13.1. Late-payment interest is only possible after ALRO was properly given formal notice of default by the Supplier. In that case, the lowest of the following interest rates will be owed: either the inter-bank rate applicable on the date of the formal notice of default with a term of three months (BIBOR or Euro interest rate) or the legal interest rate applicable on the date of the formal notice of default.

## **ARTICLE 14: PUBLICITY**

Except with ALRO's written authorisation, the Supplier may not use the name of ALRO in its advertising material or in any other manner. By contrast, ALRO shall be entitled to use the name and logo of the Supplier on its website, as well as in its commercial and marketing documents, publications and so on, regardless of whether they are distributed on paper or electronically, via the internet, a blog or some other social medium.

## **ARTICLE 15: CANCELLATION**

ALRO may unilaterally cancel the agreement at any time, provided that it compensates the Supplier for what was already delivered or performed, and for the cancellation expenses that are substantiated by the supplier. This compensation by ALRO consists of a lump-sum amount equal to thirty percent (30%) of the remaining value of the contract with the Supplier. Lost profit is not compensated under any circumstances.

## **ARTICLE 16: INVALIDITY**

If a provision from the present terms and conditions should prove to be void or invalid, this does not lead to the invalidity of the other provisions of these Terms and Conditions of Purchase.

Provisions of these Terms and Conditions of Purchase which are affected by invalidity or should prove to be void remain binding for the part thereof that is legally allowed. Both ALRO and the Supplier undertake to replace provisions that should prove to be (wholly or partially) invalid and/or void with valid ones that come as close as possible to the intention of ALRO and the Supplier.

## **ARTICLE 17: PERSONAL DATA AND PRIVACY**

17.1. Execution of the agreement between ALRO and its suppliers sometimes requires the processing of personal data. With regard to the personal data processing operations conducted by ALRO, ALRO refers to its Privacy Statement which is available on its website ([www.ALRO-group.com](http://www.ALRO-group.com)).

## **ARTICLE 18: FORCE MAJEURE**

18.1. Neither ALRO nor the Supplier shall be responsible and/or be held liable for shortcomings in the fulfilment of their obligations deriving from these Terms and Conditions of Purchase or the agreement existing between them in so far as such shortcomings are the result of force majeure and/or hardship. The following situations are conventionally regarded as force majeure and/or hardship: all circumstances that were not reasonably foreseeable at the time the agreement was concluded and which are unavoidable, and which make it impossible for one of the Parties to execute the agreement or would make the execution of the agreement financially or otherwise more burdensome or difficult than could reasonably have been anticipated (such as but not limited to war, natural conditions and/or disasters, weather damage, fire, seizure, delays at or bankruptcy of third parties on whom ALRO or the Supplier calls/relies, personnel shortage, strike and/or business organisational circumstances).

18.2. The above-mentioned situations of force majeure give ALRO the right to suspend/revise its obligations by simple written notification to the Supplier, without the latter being able to claim compensation from ALRO for this. If the situation of force majeure continues for longer than forty (40) days, ALRO shall be entitled to terminate the agreement with the Supplier.

## **ARTICLE 19: APPLICABLE LAW AND COMPETENT COURT**

19.1 The present agreement is governed by and must be interpreted in accordance with Belgian law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention dated 11.04.1980) is not applicable to the present agreement, nor are any other conflict-of-law rules that would result in any law other than that of Belgium being applicable.

19.2 All disputes deriving from or relating to the agreement between ALRO and the Supplier will be definitively settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators who are appointed in accordance with said rules. The language of the arbitration shall be Dutch and the location Brussels.