

GENERAL TERMS AND CONDITIONS OF SPOT BUY CENTER

1. Definitions – 'SBC' refers to spot buy center bvba, with its registered office at Antwerpsesteenweg 18, 2630 Aartselaar, VAT no BE0842.741.740. 'Agreement' is the agreement for purchase of goods and/or services between SBC and the Supplier arising from a Purchase Order (PO) issued by SBC, including these Terms and Conditions and, if applicable, a framework agreement between SBC and the Supplier. 'Supplier' refers to the contractual party of SBC who is responsible for the Supply of the Products as described in the Order Form. 'Delivery' means placing the goods and/or performance of the ordered services in the possession of SBC. 'Products' are the goods and/or services described in the Order Form. 'Order Form' refers to the order described in the order form from SBC for the Delivery of Products, which includes these Terms and Conditions. The 'Conditions' are these General Terms and Conditions of Purchase.

2. Primacy of Terms and Conditions – The purchase by SBC of Products is governed by these Terms and Conditions, to the exclusion of any provisions or conditions of the Supplier referred to in quotations, letters, price lists, order confirmations, invoices, delivery notes or other documents. The Supplier hereby waives all rights that he may have to invoke such express terms and conditions, subject to a contrary express written agreement between SBC and the Supplier.

3. Formation of the Agreement – No Supply whatsoever will be accepted if this is not the subject of a written order emanating from SBC or its authorised representative. In the event of conflict between the different provisions of the Agreement, the following order of priority is applicable (where the first has priority over later provisions): (i) special terms and conditions included in the Order Form ; (ii) if applicable, the framework agreement between SBC and the Supplier, and (iii) these Terms and Conditions. The Supplier must send any objections to an Order Form in writing within five working days of its issue. Failure to do this shall mean that the parties have accepted the Order Form. Acceptance of the order constitutes acceptance of all terms and conditions of the Order Form, both general and special.

4. Delivery - Unless stipulated otherwise in the particular conditions of the Order Form, all deliveries shall take place 'delivered duty paid - place of destination'. All Deliveries will take place at the agreed address on regular working days and during the usual working hours. The delivery time is of the essence. If the Supplier fails to deliver the complete order within the stipulated period at the place indicated by SBC, he shall be deemed in default for non-performance of the Delivery. In that case SBC is entitled to cancel the entire order or part thereof in accordance with the provisions of Article 14 of these Terms and Conditions without being liable for any compensation. Moreover in case of partial or total failure of Delivery within the agreed period, SBC shall be entitled to fixed compensation equal to 1% of the value of the Agreement in question for each commenced week of delay up to a maximum of 10 weeks, without prejudice to the right of SBC to prove greater damages and its right to terminate the Agreement pursuant to Article 14 of these Terms and Conditions. The amount of any compensation shall be deducted from any monies due to the Supplier. In the event of failure to perform by the Supplier all advance payments paid by SBC to the Supplier shall be repaid. If the Delivery delay lasts for longer than two weeks SBC reserves the right to notify the Supplier of its intent to use a different supplier for all or part of the order. This will be at the cost and risk of the defaulting Supplier.

5. Receipt and inspection – All Deliveries must strictly comply with the stipulations of the Order Form. Acceptance of the Products supplied will only take place after a thorough check by SBC or its end customer, to be performed at the place of Delivery. Use of the entire or partial Delivery or signature of a delivery note merely for receipt or any similar document does not imply acceptance of the Products or any defect in the Products. Visible defects are only deemed as having been accepted after express acceptance of the goods or, in the absence thereof, five working days after Delivery at SBC or its end customer.

6. Transfer of risk and title – Title and risk to the Products pass to SBC after these have been cumulatively (i) delivered and (ii) accepted by SBC or its end customer in accordance with Article 5 hereof. If SBC or its end customer rejects the Products after Delivery, the risk and title remain with the Supplier. The Supplier is responsible for all costs associated with the storage of rejected Products. The Supplier is obliged to collect rejected Products within a time limit of 5 calendar days and SBC is entitled at its discretion either (i) to hold the Supplier liable to replace the Products free of charge with sound Products; or (ii) to reject such replacement and withhold payment for the rejected Products.

7. Price – The purchase price as indicated on the Order Form is fixed and cannot be revised on any grounds (e.g. increased raw material costs or inflation) or because of indexation. The purchase price includes all additional costs, such as transport, insurance, administrative costs, packaging, installation and collection, and also the costs of necessary accessories. If the Order Form does not mention any precise purchase price, the Products shall not be supplied at a price exceeding that paid for the previous order without the prior written agreement of SBC.

8. Invoicing and Payment – An invoice must be drawn up for every order for Products and sent to SBC, stating the order number as it appears on the Order Form and all other information required by the Order Form. Invoices shall only be sent after SBC has accepted the Products. Invoices are payable within 60 days following the end of the month of the invoice date. Late payment on the part of SBC shall generate interest at the statutory interest rate only after SBC has been notified of its default by registered letter. The Supplier waives any other collection costs or additional compensation, including any clauses for damages. SBC may suspend payment of invoices for Products that are not delivered in accordance with the Agreement and is entitled to set off the payment due against any other outstanding contractual or non-contractual claims against the Supplier.

9. Warranties – the Supplier guarantees cumulatively that the Products (i) comply with the terms of the Agreement, (ii) in the case of goods, that these are ready for use, that they are marketable, free of preferential rights, sureties and visible or hidden defects, comply with all usual requirements regarding reliability and durability (including fault-free functioning), comply with local statutory and regulatory standards (including technical, safety and hygiene standards) in force at the time and place of the Delivery, are suitable for any use notified by SBC insofar as such a use has been notified or, failing this, for the normal use of the goods in question, and (iii) in the case of services, that these are performed properly and comply with the strictest professional criteria applicable at the time of the implementation and the location where these services are provided. The Products (including spare parts and labour costs) shall be guaranteed against all physical, design, construction, operational and other faults for a period of one year from the time of acceptance. The statutory regulations also apply to any hidden defects. All costs directly or indirectly arising from a claim by SBC under this guarantee are to be borne by the Supplier. The Supplier undertakes to defend and indemnify SBC against all claims, judgments, damages, losses and expenses arising from infringements of the abovementioned warranty obligation or failure by the Supplier to comply with the Agreement. The Supplier undertakes to comply with the provisions of the Privacy Act of 8 December 1992 with regard to the processing of personal data, if applicable.

10. Safety – Services provided by the Supplier's personnel are performed at the Supplier's own risk. This responsibility extends to all infringements of regulatory requirements in the area of employment protection.

11. Insurance and liability - The Supplier shall take out all the usual insurances to cover the risks relating to the Delivery of the Products and shall receive a declaration of waiver from its insurer with regard to SBC. The Supplier acknowledges its liability for all direct or indirect proven damages incurred by SBC and third parties, deriving wholly or partially from the delivered Products. The Supplier expressly waives any restriction on its liability by time restrictions, limits on compensation to be paid (if the case arises), restrictions on the manner of compensation, restrictions in the area of the law of evidence, and all other provisions that would obstruct a claim for full compensation which the Supplier could derive from its terms and conditions, customary practices in the industry or non-peremptory legal provisions.

12. Assignment and subcontracting - The performance of the order shall not be assigned, either in full or in part, to subcontractors, nor shall the Agreement be assigned, without the express written permission of SBC. If the Supplier assigns or entrusts the Delivery in full or in part to subcontractors without the written agreement of SBC, SBC shall be entitled to terminate the Agreement immediately at the Supplier's expense. If the Supplier, with the approval of SBC, entrusts the partial or total implementation of the order to a subcontractor, the Supplier shall remain solely and fully liable for the proper implementation of the Agreement. SBC has the right to transfer its rights and obligations pursuant to the Agreement to a third party, who will be solely obliged to comply with the obligations of SBC under the Agreement.

13. Intellectual property rights - The Supplier warrants that he is the lawful owner of all rights, patents, licences,

approvals, expertise, copyrights, trademarks, drawings, models etc. included in or relating to the Products supplied (hereinafter referred to as the 'Intellectual Property Rights') and grants SBC, as far as useful, a free of charge, irrevocable, non-exclusive licence unrestricted in time and space in relation to the Intellectual Property Rights, with regard to the enjoyment of the Products. If, despite the foregoing, a third party's Intellectual Property Rights are infringed, business secrets are violated and/or dishonest commercial practices occur, then the Supplier shall at his own expense: (i) indemnify SBC against all actions or claims or penalties brought or imposed by any third parties; (ii) compensate SBC for any damage incurred and lost profits; (iii) take all necessary measures to acquire the necessary Intellectual Property Rights or at least obtain a licence for them in order to safeguard SBC's further enjoyment of the Products supplied or, if necessary, replace the Products supplied by similar Products that are not subject to the Intellectual Property Rights of third parties (in which case all costs arising from this replacement shall be at the Supplier's expense). The Supplier moreover expressly grants SBC permission to mention the Supplier's trading name on its website.

14. Dissolution - SBC is entitled to terminate the Agreement at the Supplier's expense simply by notification and without any other formal requirements, without prejudice to its right to compensation, in the event of: (i) decease, bankruptcy, voluntary or forced dissolution, any fact evidencing that the Supplier is unable to make payments or deliveries, and also any change to the Supplier's legal status; (ii) full or partial failure to deliver within the agreed time limit insofar as such a failure exceeds 7 days, or full or partial failure to deliver within the agreed time limit insofar as such a failure results in the said Delivery no longer having any purpose because of the nature of the Products (e.g. perishable Products, Products for a specific event on a specific date); (iii) any other failure on the part of the Supplier for which the SBC can place it in default and which failure is not entirely regularised within 14 calendar days after the date of issuing the notice of default.

15. Cancellation - In the event that the Agreement concerns services, SBC may terminate the Agreement as it sees fit, even if the work has already commenced, provided that it pays the Supplier for all of the Supplier's expense and work at the time of the cancellation, to be increased by compensation of 10% of the contract amount in relation to the services that have not been delivered. In this regard the Supplier expressly waives the application of Article 1794 of the Belgian Civil Code.

16. Notifications – Subject to contrary provisions in the Agreement, notifications under this contract shall be validly made by fax, e-mail with confirmation of receipt, registered post or any other means of communication that allows for confirmation of receipt.

17. As spot buy center sources around the globe, we find it important that our partners commit to contribute to a clean, save and human friendly way of working, respecting all employees on the organisational ladders. Therefore we introduce and push our Responsible Procurement Principles to our partners and suppliers. We expect them to agree with these principles and to apply and monitor them. More information about these principles are to be found on our website: <http://www.spotbuycenter.com/generalconditions/>

18. Disputes – The Agreement is governed by Belgian law. SBC and the Supplier expressly waive the application of the UN Convention on the Sale of Goods (Vienna Convention of 11 April 1980) regarding international sale agreements for movable property, approved by the Act of 4 September 1996, published in the Belgian Official Gazette on 1 July 1997. Any dispute in connection with the Agreement shall be heard by the courts of Antwerp, which shall have exclusive jurisdiction.