

#### **Article 1 – General**

1.1 These general purchase conditions (hereinafter "GPC") shall, unless otherwise agreed in writing and subject to any mandatory provisions of the applicable law, apply to every purchase order and every contract for the delivery of goods (hereinafter "Agreement"), concluded between the supplier (hereinafter "Supplier") and Metro NV (hereinafter "Buyer"). Notwithstanding the content of the general sales conditions of the Supplier, the Supplier declares that in view of the commercial negotiations with the Buyer, these GPC constitute the contractual framework for Supplier and Buyer. In view thereof, in case of contradiction between the general sales conditions of the Supplier and these GPC, these GPC shall prevail. The Supplier's general, special or other terms and conditions are explicitly excluded even if they are sent at a later date.

1.2 The Buyer's specifications, instructions, rules concerning hygiene health, safety and environment and other applicable terms and conditions, notified to the Supplier by the Buyer, are hereby incorporated into the Agreement. The Supplier shall comply with the Vandemoortele Group Supplier Code of Conduct for delivery of goods, services and works, available on <http://www.metrotransport.be/>.

1.3 The Supplier hereby declares that it acknowledges and accepts the GPC and accepts that the GPC are hereby incorporated into the Agreement. The start of the performance of the Agreement by the Supplier shall in any case be considered as an irrevocable acceptance of the Agreement, even if the Supplier has not sent an order confirmation.

1.4 (if applicable) Any supply by the Supplier to the Buyer is subject to IFS, BRC or ISO certification. By lack of valid certification by an external accredited auditor or in case of quality or product safety complaints and defects, the Buyer is entitled, and the Supplier accepts, to carry out an audit by an external accredited auditor at the Supplier's costs and expenses. The Buyer reserves the right to carry out an audit upon reasonable prior notice and the Supplier accepts to cooperate and grant the Buyer or the Buyer's customers access for the purpose of carrying out such audit.

#### **Article 2 - Prices**

The Supplier is bound by the prices set forth in its price list, tenders and/or the Agreement and the prices may only be modified subject to the Buyer's written consent. Unless otherwise agreed, prices are in EUR, excl. VAT and include all costs relating to the performance of the Agreement by the Supplier.

#### **Article 3 – Deliveries and obligations of the Supplier**

3.1 All deliveries take place at the risk of the Supplier at the registered office of the Buyer or at the delivery address specified by the Buyer in the Agreement, and always during the Buyer's normal working days and opening hours.

3.2 Time for delivery of goods, services and works shall be of the essence of the Agreement. In case of non timely delivery or performance, a fixed compensation shall be due per started day, of 0.5% of the order amount of the Agreement (with a minimum of EUR 250) up to a maximum amount of 5% of the order amount of the Agreement, without requiring a prior notice of default and without prejudice to the Buyer's other legal remedies.

3.3 All deliveries must be accompanied by the documents required by law or by the Agreement (such as e.g. manuals, certificates, the safety information sheet, performance sheets, transport documents, etc.).

3.4 The Supplier declares that it is aware of the fact that the Buyer is a transporter of foodstuff. The Supplier shall itself verify in each case whether the goods, services and/or works are destined to be used for the production of foodstuffs and/or to come directly or indirectly into contact with foodstuffs.

3.5 The Supplier shall only perform modified and/or supplementary deliveries if the Supplier has priority communicated to the Buyer in writing the possible related cost and if the Buyer has sent a prior written instruction for these changes and/or supplementary deliveries.

#### **Article 4 - Provisions concerning the delivery of goods**

4.1 The deliveries of goods, including the possible packaging, identification, shipment and transport, shall take place in accordance with the Incoterms 2010 Delivery Duty Paid (DDP) at the delivery address specified by the Buyer in the Agreement, at the Supplier's risk, unless expressly otherwise agreed.

4.2 The goods must always be properly packaged and the necessary precautions must be taken with a view to their best possible protection.

4.3 The supplier guarantees that the packaging of the goods shall conform with all legal provisions, and is safe for the use and handling thereof by the Buyer's personnel.

4.4 Any damage incurred up to and including to the moment of delivery of the goods at the place of delivery as specified in article 4.1, shall be at the expense of the Supplier.

4.5 All pallets need to be in a good physical and bacteriological condition and free of any contamination.

#### **Article 5 – Acceptance of the delivery**

5.1 Taking delivery of the goods, services or works by the Buyer at the place of delivery implies only the receipt, but by no means the acceptance thereof.

5.2 In respect of the goods, services and works, "acceptance" means inspection and/or approval by competent personnel of the Buyer, which takes place at the latest upon the moment that the goods, services or works are put into use.

#### **Article 6 - Transfer of risk and ownership**

For the delivery of goods, the transfer of ownership takes place at the moment of delivery, as specified in article 4.1 and the transfer of risk takes place in accordance with the applicable Incoterm (Incoterms 2010), unless agreed otherwise in writing.

For services and works, the transfer of risk and ownership takes place upon explicit acceptance by the Buyer, as specified in article 5.2 or, in absence thereof, upon delivery, unless expressly agreed otherwise.

#### **Article 7 - Warranties and defects**

7.1 The Supplier warrants that the goods, services and works shall be: (i) in compliance with the provisions of the Agreement, with best industry practices and in compliance with all applicable standards and legislation at the place of delivery, (ii) free from defects, including infringements of industrial or intellectual property rights, third party rights and free from errors in design, material, production or finishing, (iii) suitable for the purpose for which they are intended and (iv) complete, of good quality and new ("Warranties").

7.2 If the goods, services or works or part of them are, during the Warranty Period (as set out hereafter) not in conformity with the Warranties, the Supplier shall upon request and at the Buyer's option, as soon as possible and at the latest within 10 calendar days as of the date of the Buyer's request: (i) repair, correct or replace or (ii) perform or deliver again the goods, services or works, at its own expense and risk.

7.3 Unless otherwise agreed in the Agreement, and notwithstanding the liability for hidden defects, the Supplier shall offer (i) for goods, a Warranty Period of 24 months, starting as of the date of delivery; (ii) for services, a Warranty Period of 12 months as of the date of delivery and (iii) for works, a Warranty Period of 12 months as of the provisional acceptance or the delivery. For modified, repaired or replaced goods, services or works, the Supplier shall offer an identical new Warranty Period, unless otherwise agreed in the Agreement.

7.4 The Supplier is liable for visible and hidden defects and the Buyer is entitled to formulate complaints (i) due to visible defects up to the date of acceptance of the delivery, as set out in art. 5 and (ii) due to hidden defects up to four (4) weeks after the discovery of the hidden defect.

7.5 The Supplier guarantees that the services and works shall be carried out by experienced and skilled personnel. The Supplier will replace inexperienced or unskilled personnel upon Buyer's request.

7.6 The Supplier guarantees that during the performance of works, the "Rules of conduct for third parties - Contracting work of the Vandemoortele Group" shall be complied with.

#### **Article 8 – Subcontracting**

Unless with the Buyer's prior written consent, the Supplier shall not be entitled to wholly or partially transfer or subcontract the execution of the Agreement, it being understood that the Supplier remains fully liable to the Buyer for all acts and/or omissions of its subcontractors.

#### **Article 9 - Liability**

9.1 The Supplier shall be liable to the Buyer for all damages that are the direct and immediate result of the performance, bad performance or non performance of the Agreement.

9.2 The Supplier shall comply with all legal obligations relating to, among others social security and tax laws, is responsible for informing the Buyer in writing of its social security and tax debts and for the compliance of the required terms and conditions relating to the employment of its personnel at the place of performance of the Agreement, prior to the start of the performance of the Agreement and shall indemnify and hold the Buyer harmless from all claims or fines related thereto. The Supplier shall respect the applicable local labour legislation relating to undeclared labour and warrants that the works will be carried out with salaried personnel regularly employed in compliance with applicable local law. The Supplier warrants and shall hold the Buyer harmless from any and all legal actions or fines in this respect.

9.3 The Supplier is liable and shall indemnify and hold the Buyer harmless from all claims of third parties with regard to faults of the Supplier, its personnel or subcontractors during the execution of the Agreement.

9.4 The Supplier is liable for and shall hold the Buyer harmless from any claims of third parties based on the non-conformity of the delivered goods, services and works with the applicable specifications, norms, standards and legal and contractual provisions.

9.5 In case of complaint(s), the Buyer is entitled to suspend the payment of the outstanding invoices, which relate to the defective goods, services or works.

#### **Article 10 – Non-performance of the Supplier**

If the Supplier does not comply with one or more of its obligations and fails to remedy or end these breaches after receipt of a written notice of the Buyer requesting to remedy or end such breach, the Buyer is entitled to, immediately, following a written notification and without being liable for damages and without the need for a court intervention and without prejudice to any other remedy to which the Buyer is entitled under applicable law: (i) claim the performance of the Agreement by the Supplier, and/or (ii) to claim damages from the Supplier, and/or (iii) to wholly or partially terminate the Agreement with immediate effect, and/or (iv) to wholly or partly suspend the performance of the Agreement, and/or (v) at the expense and risk of the Supplier, substitute itself or a third party for the performance of the obligations of the Supplier in order to prevent and/or mitigate possible damages, subject to a prior written notification of the related costs to the Supplier.

#### **Article 11 – Termination of the Agreement**

11.1 Subject to the applicable law, the Buyer is entitled to terminate the Agreement with immediate effect by means of a written notification, without the need of a court intervention and without having to pay any damages and without prejudice to any other remedy to which the Buyer is entitled under applicable law, when the Supplier is bankrupt, ceases its payments, declares bankruptcy, is declared bankrupt or has initiated a liquidation, a judicial reorganisation or similar procedure or when the Supplier has committed repeated or serious breaches of its obligations arising from the Agreement.

11.2 Parties agree that, among all their mutual claims a compensation occurs immediately from the moment in which the respective claims are made, including those not yet certain, expired or claimable and including any claims that depend on a future condition, in accordance with the law of December 15, 2004 on financial certainties.

#### **Article 12 – Confidentiality**

All information exchanged between the Buyer and the Supplier must be treated confidentially and may not be disclosed to third parties, unless with the prior written consent of the other party or when there is a legal obligation thereto.

#### **Article 13 - Intellectual property**

The Buyer and the Supplier are and remain the owners of the intellectual property rights they owned at the time of concluding the Agreement. All intellectual property rights, irrespective of their form, that are developed for the Buyer under the Agreement or that derive therefrom, shall become the exclusive property of the Buyer, as of the moment they are being developed. If the results include copyrights, the Supplier shall exclusively and irrevocably transfer all patrimonial copyrights being part of the results. These rights include, the right of reproduction, representation, modification, adaptation, translation and sale in all forms and on all known or future carriers, for the entire duration of the copyrights and on a worldwide basis. The Supplier solely bears the consequences deriving from a breach of the intellectual property rights relating to the goods, services and works and at its own expense and indemnifies and holds the Buyer harmless in case of claims from third parties in this respect.

#### **Article 14 - Invoicing and payment**

14.1 The invoices sent by the Supplier shall be in accordance with the "Vandemoortele Group Requirements for Supplier Invoicing", available on <http://www.metrotransport.be/>. The invoices must be sent by the Supplier in one (1) copy to the attention of the Accounting Department of the Buyer, unless expressly agreed otherwise. The invoice must contain all information the Buyer has requested to be included and any other information required by applicable law. In the absence of this information (such as but not limited to the order form reference, etc.), Buyer shall be entitled to suspend the payment of the invoice and to send it back to the Supplier for rectification.

14.2 Failure to include the information required under article 14.1. (including, but not limited to, the SAP number, the purchase order (PO) form number, the lot code, etc.) shall entitle the Buyer to suspend payment of the invoice and to send it back to the Supplier for rectification.

14.3 Unless agreed otherwise in writing and in so far the Supplier has met all of its contractual obligations, the invoices shall be payable within a period of 60 calendar days as from the receipt date of the invoice.

14.4 Late payment can only give rise to interests being due, at an interest rate, calculated on the basis of the minimum interest rate imposed by the applicable law of the Agreement, and provided that the Supplier has formally notified the Buyer to pay the amounts due by means of a registered letter with acknowledgment of receipt, subject to the law applicable to the Agreement.

14.5 The complete or partial payment by the Buyer shall under no circumstances be regarded as an acceptance and/or provisional acceptance of the goods, services or works.

#### **Article 15 – Insurance**

The goods must be covered by the Supplier for all risks as from the shipment until the agreed place of delivery. The Supplier must maintain in force a liability insurance with a first rate insurer which covers at least its contractual liability and its liability during performance and following delivery. At the Buyer's request, the Supplier must be able to provide the insurance certificates.

#### **Article 16 - Force majeure**

The Buyer shall not be liable when the non-performance of its obligations arising from the Agreement, are due to force majeure. The Supplier is not entitled to claim the termination of the Agreement or to claim damages due to force majeure.

#### **Article 17 - Divisibility**

The possible voidness, invalidity or unenforceability of one or several provisions of the GPC shall not affect the applicability validity and enforceability of the other provisions.

#### **Article 18 - Applicable law and competent court**

18.1 All disputes between the Supplier and the Buyer, for which no amicable solution can be found, shall be submitted to the exclusive jurisdiction of the competent courts of the location of the registered office of the Buyer.

18.2 These GPC are governed solely by the applicable law of the location of the registered office of the Buyer, with the exclusion of the 1980 Vienna Sales Convention (CISG).