

## 1. Scope

1.1 All orders (for goods to be delivered and services to be provided) placed by Heraeus Electro-Nite International NV and its affiliated companies operating in Belgium ("Heraeus") are subject to the following General Terms and Conditions of Purchase ("GTCP"). These GTCP also apply to future orders by Heraeus. Heraeus will oppose the application of the supplier's general terms and conditions in the cases where they derogate from these GTCP or applicable statutory provisions, unless Heraeus previously expressly agreed to the supplier's general terms and conditions in writing. The supplier's general terms and conditions will not form part of any agreement between Heraeus and the supplier either, even if Heraeus, being aware of the supplier's derogating or unlawful general terms and conditions, accepts the delivery of goods, has services performed or pays for such delivery or services.

## 2. Offer and Formation of an Agreement

2.1 All orders, agreements and amendments will only bind Heraeus if they have been placed, entered into or confirmed by Heraeus in writing. All communication must be made with the Heraeus Sales Department.

2.2 Orders placed by Heraeus that do not contain a time limit regarding acceptance must be accepted by the supplier within fourteen (14) days from the day on which the order was placed.

2.3 Price quotations are binding and cannot be renegotiated unless this is expressly agreed in writing.

2.4 If there is a difference between the supplier's order confirmation and Heraeus' order, an agreement will only be formed if the supplier has expressly recommended an amendment to Heraeus and Heraeus has agreed to such amendment in writing.

## 3. Examination and Purchase Obligations

3.1 Within the framework of its general and specific professional knowledge and on its own initiative, the supplier will check all drawings, calculations, specifications and other task descriptions provided by Heraeus for errors and inconsistencies. The supplier will immediately notify Heraeus in writing of any potential concerns and objections.

3.2 The supplier will bear the risk until the object has been put in the possession of Heraeus, even after ownership has been transferred.

## 4. Delivery; Right of Retention; Collateral

4.1 The delivery period or period of performance that Heraeus specifies in the order is binding. If the order does not specify such a period, the goods must be delivered or the service must be performed within fourteen (14) days after the date on which the order was placed.

4.2 If the supplier is unable to comply with the binding period of delivery or performance stated in Article 4.1, it will immediately notify Heraeus of this and propose a new date for the delivery or performance. In addition, the supplier will be obliged to notify Heraeus without delay of any problems with the delivery/performance that may occur for any reason whatsoever, and to do so immediately after the supplier became aware of the problems or could reasonably have become aware of them.

4.3 The supplier will be obliged to strictly comply with any instructions and requirements specified by Heraeus with regard to transport, the forwarder and the shipment.

4.4 All deliveries and services will be made and performed DDP "Point of Use" (Incoterms 2020). If the delivery is made to site or directly to a third party, it will be unloaded at the supplier's expense and risk.

4.5 Partial deliveries will only be permitted with the express and written consent of Heraeus, which shall not refuse its consent unreasonably.

4.6 The supplier is obliged to attach a delivery note to each shipment, which note states the exact contents of the shipment, the net weight per piece, and the full Heraeus SAP order number.

4.7 Heraeus' unconditional acceptance of a late delivery or late performance shall not constitute a waiver by Heraeus of its right to compensation for damages caused by the late delivery or late performance. The foregoing will apply until Heraeus has paid in full all payments due for the goods or services.

4.8 With regard to quantities, dimensions and weight, the figures determined by Heraeus during examination upon receipt will be binding, unless the supplier proves that such determination is incorrect.

4.9 The supplier will reasonably assist Heraeus in obtaining preferential rates and other government benefits and will provide Heraeus with any supporting information and documents, in particular any certificates of origin requested by Heraeus for this purpose.

4.10 Heraeus reserves the right to refuse acceptance of the goods at the supplier's expense and risk if payment instruments, transport documents, certificates of origin or sales tax documents are missing or incorrect.

4.11 If the supplier has agreed to perform the installation or fitting, and if there is no written agreement/provision to the contrary, the supplier will bear all necessary expenses, such as travel expenses or fixed costs.

4.12 Contractual pledges, any other security or any other reservation made by the supplier can only arise pursuant to a separate written agreement between Heraeus and the supplier.

4.13 The supplier will issue all organisational instructions and take all organisational measures, more specifically in the field of property protection, commercial relations security, personnel and information, as well as in the field of packaging and transport, that are necessary to provide supply chain security, for example by applying the requirements of the internationally accepted initiatives based on the WCO SAFE Framework of Standards (especially the AEO). The supplier will protect its supplies of goods to and performance of services for Heraeus against unauthorised access and manipulation and will only allow reliable personnel to make such deliveries and perform such services. The supplier is obliged to issue similar instructions to any subcontractors it instructs and to make them take similar measures.

4.14 The supplier declares and guarantees that the goods do not contain any of the substances restricted by Directive 2011/65/EU (RoHS), that the substances contained in the goods and their use are either already registered or do not need to be registered in accordance with Regulation (EC) No 1907/2006 (REACH Regulation) and, if necessary, that an authorisation has been granted in accordance with the REACH Regulation. If necessary, the supplier will prepare the safety data sheet in accordance with Annex II of the REACH Regulation and submit it to Heraeus. If the delivered goods are to be classified as dangerous goods as referred to in the applicable international rules, standards and guidelines, the supplier must inform Heraeus accordingly no later than on the date on which the order is confirmed.

4.15 Heraeus will retain its title and/or ownership title to all objects, such as substances, tools, materials and other objects that Heraeus provides to the supplier for production purposes. Such objects will be stored separately and insured at their new value against loss and destruction at the supplier's expense as long as they have not been processed. The supplier will process, mix or combine (further process) such objects only upon the instruction of Heraeus. The same will apply to Heraeus' further processing of the goods delivered to it, which means that Heraeus will be regarded as the manufacturer and the owner of the (end) product.

4.16 The right of ownership or any other title relating to the goods will be unconditionally transferred to Heraeus, regardless whether or not the purchase price has been paid. If Heraeus exceptionally accepts an offer from the supplier whereby the transfer of ownership title to the goods depends on payment of the purchase price, the retention of ownership made by the supplier will lapse, at the latest, at the time that the purchase price is paid. In such case, Heraeus will nevertheless be permitted to sell the goods in the normal course of its business before the purchase price is paid, on condition that Heraeus assigns the claim for the purchase price arising from such resale to the supplier in advance (application of the simple retention of ownership extended to resale). In any event, all other forms of retention of ownership stipulated by the supplier will be excluded; in particular the extended retention of ownership following specification.

## 5. Force Majeure

5.1 Force majeure, labour disputes, business interruptions where no fault or negligence has been shown on the part of Heraeus, epidemics, civil unrest, actions by a governmental authority and other events or circumstances beyond Heraeus' control will entitle Heraeus - without prejudice to any other right or remedy available to Heraeus - to rescind the agreement(s) in whole or in part if such circumstances or events persist for a period of 3 months and result in a substantial decrease in demand on the part of Heraeus.

## 6. Contractual Compensation for Damages

6.1 If the supplier fails to fulfil its obligation to deliver or execute on time, Heraeus can claim contractual compensation for damages at the rate of 0.5% of the total value of the order for every commenced calendar week of default by the supplier, yet not more than 10% of such total value. This provision shall not apply if the supplier provides proof that the non-compliance was caused by reasons beyond its control and that it had taken all reasonable (precautionary) measures.

6.2 The contractual compensation for damages pursuant to Article 6.1 will arise as soon as the supplier fails to deliver or execute on time. Payment of the contractual compensation for damages will be due immediately without prior notice of default.

6.3 Heraeus can enforce the contractual compensation for damages regardless of its claim in kind to fulfil the supplier's delivery or performance obligation. If Heraeus accepts the supplier's late performance, Heraeus can still claim the contractual compensation for damages, even if such right was not expressly reserved at the time at which the delivery was received. Heraeus reserves the right to enforce contractual damages, at the latest, at the time at which the relevant delivery is finally paid.

6.4 Heraeus will be at liberty to prove loss that is greater than the loss covered by the contractual compensation for damages referred to in Article

6.1. The contractual compensation for damages will then be set off against the damage proven.

## **7. Indemnification for defects; Product liability; Insurance**

7.1 The supplier is responsible for the good condition of the goods supplied and services rendered, and for the availability of the guaranteed properties. In particular, the supplier will be responsible for the conformity of the goods and services with the state of the art, with the generally accepted technical, health and safety regulations of the public authorities and trade organisations, and for the conformity of the goods and services with all applicable legislation.

7.2 In accordance with its due diligence obligation, Heraeus is obliged to check that the delivery is in conformity with the following condition: Heraeus' obligation to examine is limited to visible defects that are clearly revealed during an external examination of the goods, including the transport documents, during the inspection upon receipt and to defects that are visible when their quality is controlled by means of sampling (such as damage to the goods during transport, incorrect delivery and insufficient delivery, for example). In addition to the above, the feasibility of such an inspection in the context of normal trade depends on the circumstances of the individual case. Acceptance by Heraeus shall not prejudice Heraeus' right to notification of latent defects discovered at a later date. The supplier is obliged to indemnify Heraeus against latent defects in accordance with Articles 1641, et seq. of the Belgian Civil Code. In all cases, notification of defects will be deemed to have been given promptly and in good time if the supplier is notified of the defect within a period of fourteen (14) calendar days.

7.3 The legal provisions regarding indemnification against enforcement (Articles 1626 et seq. of the Belgian Civil Code) and hidden defects (Articles 1641 et seq. of the Belgian Civil Code) will apply, unless otherwise provided below.

7.4 If, within the framework of the execution of the contract, the supplier repairs or replaces a defective item with a product that is free of defects, the statutory warranty periods will recommence from that time.

7.5 If the supplier fails to fulfil its obligation to execute the agreement within a reasonable period of time as determined by Heraeus, Heraeus will have the right, either to personally remedy the non-performance or to order a third party to do so at the supplier's expense, whereby Heraeus may invoice an advance payment for the pursuant costs.

7.6 The supplier will bear all costs caused by delivery of defective goods or by defective performance of services, i.e. travel and transport costs, labour costs and equipment costs, and the costs of an inspection on receipt, in particular above the usual amount. Any costs incurred by the supplier for the examination and rectification of defects (including removal and installation costs) will be borne exclusively by the supplier, even if it ultimately turns out that there was no defect. Heraeus will only be obliged to pay compensation to the supplier for wrongful claims for indemnification for defects if Heraeus has acknowledged that no defect existed or if the non-acknowledgement turns out to be gross negligence on the part of Heraeus.

7.7 The supplier will be obliged to safeguard and indemnify Heraeus against all claims for product liability and any loss or damage pursuant thereto if and to the extent that such claims are attributable to a defect in the object supplied/manufactured or in the service provided by the supplier. If a product liability claim in the strict sense is brought against Heraeus, the foregoing will only apply to the extent that the supplier is in default. If the supplier is responsible for the loss or damage, the burden of proof regarding the liability will lie with the supplier. The supplier will also be required to reimburse all necessary costs and expenses, including the costs for legal proceedings, or the costs for recalling the object or withdrawing the product from the market. Heraeus will inform the supplier of the scope and substantive aspects of such a recall insofar as this is reasonably practicable.

7.8 The supplier will be obliged to take out and maintain product liability insurance with adequate cover and will be required to provide Heraeus with proof of the existence of such insurance whenever the latter so requests.

7.9 The contracting parties' mutual claims against each other will prescribe in accordance with the statutory provisions of Article 2262bis of the Belgian Civil Code. The general prescription period for claims due to defects is three (3) years from the date on which the risk or acceptance transfers if acceptance is required.

7.10 In accordance with Article 2220 of the Belgian Civil Code, the parties can subsequently waive an acquired prescription period. Heraeus must make such waiver expressly and in writing. If Heraeus nevertheless fulfils an obligation, even though the creditor's right of action in respect of such obligation has prescribed, Heraeus will be presumed to have fulfilled such obligation non-willingly, with the result that - except where Heraeus expressly declares this in writing - no natural obligation can be presumed on the part of Heraeus.

## **8. Infringement of Third Party Property Rights**

8.1 The supplier warrants that no patents or other intellectual property rights of third parties will be infringed pursuant to the supply of goods or provision of services by the supplier, and, whenever Heraeus requests as much in writing, the supplier will indemnify Heraeus and safeguard it against all possible claims and proceedings by third parties brought against Heraeus on the grounds of infringement of a patent or of other property right. The supplier will reimburse Heraeus for all necessary costs and

expenses arising from or in connection with such third-party claims. Regardless of the foregoing, Heraeus will be entitled to enter into agreements - in particular amicable settlements - with third parties regarding the alleged infringement of property rights without requiring the supplier's consent.

## **9. Prices and Payment Periods**

9.1 The prices specified in the order form are binding. These prices include all services and support services provided by the supplier (such as: fitting, installation, etc.), as well as all additional costs (such as: packaging, transport, liability insurance, etc.). The supplier will take back packaging materials at Heraeus' request.

9.2 All invoices must indicate Heraeus' SAP order number, the exact description, the quantity of goods or services delivered, and the price per unit or quantity. All invoices must be addressed to the address mentioned in the order form.

9.3 Unless the parties agree otherwise, the agreed prices are due and payable within sixty (60) calendar days after delivery has been fully performed and/or the service has been fully provided (and accepted, if required or applicable) and a correct invoice has been received. The supplier will grant a discount of 3% on the net invoice amount if the invoice is paid within fourteen (14) calendar days.

9.4 No interest will be due as from the due date, unless the supplier has declared Heraeus to be in default by means of a written demand for payment. The interest rate for late payment shall not exceed 5%, whereby the parties explicitly deviate from the interest rate determined by the Act of 2 August 2002 on combating late payment in commercial transactions.

9.5 Heraeus will be entitled to set off/compensate claims and to exercise the right of retention on goods, as well as to use the non-performance of the contract by the other party to suspend the performance of its own obligations within the limits laid down by law. In particular, Heraeus will be entitled to suspend all payments for such time as the supplier has fulfilled its obligation defectively or incompletely.

## **10. Industrial Property Rights and Know-How**

10.1 Heraeus will remain the exclusive owner of all rights, claims and interests relating to models, samples, drawings, software, documentation and other data, as well as all rights, claims and interests relating to materials, tools, production and testing equipment and know-how that it disclosed or released to the supplier. Such objects, data and documents must be treated as confidential and may not be disclosed to third parties save with Heraeus' express prior written consent and to the extent that such third party is bound by the same obligations of confidentiality.

10.2 The supplier must return all objects, data and documents as set out in Article 10.1 to Heraeus immediately after the former has fully executed its services under its contractual obligations or where it no longer needs them, and the supplier must do so without it being necessary for Heraeus to request the said return. Any other or improper de facto or de jure use, and/or any direct or indirect exploitation of such rights, objects and documents by the supplier or third parties is expressly prohibited.

10.3 In the case of studies, developments, constructions, techniques or other agreements relating to solving a technical problem, all rights, claims and interests relating to such inventions will be the exclusive property of Heraeus where the supplier makes them while executing the contract for Heraeus, as well as all patents that can be applied for, that have already been applied for or that have been granted for such inventions. The same principle applies to all new technical know-how that does not belong to the state of the art. At Heraeus' request, the supplier will exploit service and dependent inventions made by its employees or, if free, independent inventions are concerned, will acquire them at Heraeus' request. Heraeus will bear the costs for acquiring the invention. The supplier undertakes to notify Heraeus in writing of such new technical know-how or inventions within a period of six (6) weeks.

## **11. The Heraeus Code of Conduct and Supplier Quality Manual**

11.1 Heraeus wishes to strengthen its good name and reputation by acting responsibly. The supplier undertakes vis-à-vis Heraeus that it will comply with all statutory provisions and regulations, in particular all applicable regulations for the protection of fair competition, all applicable export and import bans, all applicable customs and tax regulations and all applicable statutory regulations for the protection of the environment, and not to offer, promise or grant any benefits to Heraeus' employees in return for preferential treatment in the purchase of products or services (bribery), that it will prohibit forced and child labour, and that it will ensure that its own personnel are fairly remunerated, have appropriate working hours, are safe at work and work in a non-discriminatory working environment. Furthermore, the supplier expressly acknowledges that it accepts the "Supplier Quality Manual" and expressly acknowledges that the contents form an integral part of these general terms and conditions and the contracts that will be concluded between Heraeus and the supplier in the future. The most recent version of the "Supplier Quality Manual" can be consulted at [www.heraeus.com/en/hen/about\\_heraeus\\_hen/supplier\\_quality/supplier\\_quality.html](http://www.heraeus.com/en/hen/about_heraeus_hen/supplier_quality/supplier_quality.html).

11.2 Heraeus may unilaterally terminate the agreement with the supplier without prior notice if the supplier breaches its obligations as set out in the previous paragraph. The supplier undertakes to pay Heraeus a contractual amount of compensation for damages/penalty of 10% of the order value if

there is any bribery or violation of applicable regulations protecting fair competition. In addition, the supplier will indemnify Heraeus against all third-party claims brought against Heraeus on account of or in connection with the supplier's failure to fulfil its obligations as set out in the preceding paragraph.

## **12. Other Provisions**

12.1 All payments between Heraeus and the supplier are to be made at the registered office of Heraeus.

12.2 These GTCP and the contracts between Heraeus and the supplier will be governed by and interpreted in accordance with Belgian law, with the exception of the provisions of private international law and with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG), which are expressly excluded.

12.3 Territorial jurisdiction, including for actions relating to cheques and bills of exchange, is vested in the place where the Heraeus registered office is established. However, Heraeus will have the right to bring the case before any other court competent to hear the dispute in accordance with the provisions of the Belgian Judicial Code or the laws of the country in which the supplier has its registered office.

12.4 The nullity of one of the provisions of these GTCP shall not lead to the nullity of the entire Agreement. If any provision of these GTCP is declared null and void, it must be replaced by a lawful provision that approximates the annulled provision most closely and is in accordance with the spirit of the agreement and the intention of the parties at the time that the contract is concluded.