

GENERAL PURCHASE AND SALES CONDITIONS

1. APPLICABILITY

Unless otherwise agreed these conditions will apply to all request for offers, offers received from suppliers, the purchase of goods and services by and to GIS International, warranty and in general all operations done with suppliers. They exclude all sales delivery conditions from suppliers.

The goods purchased by GIS International are for resale to and ultimate use by GIS final customer.

2. OFFERS

All offers made by suppliers are valid for a period of 60 days after receipt of the offers unless explicitly demanded by GIS International as budgetary offer.

3. PURCHASE ORDER – ACCEPTANCE of ORDER

3.1 Orders will be placed in writing, by fax, e-mail or other electronic purchase order.

3.2 Electronic purchase orders will be placed according to mutual agreed protocol

3.3 Supplier confirmation must reach GIS INTERNATIONAL within 2 working days of the placing of the purchase order after which time GIS International reserves the right to cancel the order without claim by supplier of any kind.

4. PRICE

4.1 Unless otherwise agreed prices are in EURO, fixed and not reviewable.

4.2 Unless otherwise agreed all prices will be Deliveries Duties Paid (DDP) inclusive all packaging costs, insurance, import duties, tooling costs

4.3 VAT is not included in price.

5. INVOICING

Invoices will be issued in EURO unless otherwise agreed and will be sent after acceptance by GIS of goods or services in accordance with the purchase order. Supplier with the help of a credit note will correct any deviation

6. PAYMENT

6.1 Unless otherwise agreed Supplier invoices will be payable 60 days end of month of the delivery date and after acceptance of goods and services by GIS International and unless GIS INTERNATIONAL has expressed in writing objection against delivery or execution of the order.

6.2 Deliveries with cash payment or any other direct payment method are forbidden unless agreed upon in writing.

6.3 In no case payment by GIS INTERNATIONAL will be considered as acceptance of deliveries or will waive the right of GIS INTERNATIONAL to express future claims.

7. DELIVERY TERMS AND PLACE

7.1 Deliveries will be in accordance with incoterms published by Industrial Chamber of Commerce in Paris (ICC) referred to by GIS INTERNATIONAL on the purchase order. The orders will be delivered to the delivery address detailed on the purchase order. Deliveries will conform to the purchase order and the relevant technical specifications agreed upon.

7.2 Despite Article 8 and unless there is a deviating agreement, transfer of ownership and risk of goods to GIS INTERNATIONAL will be fact after delivery of goods or after preliminary acceptance of services by GIS INTERNATIONAL.

7.3 Unless otherwise agreed upon orders will be delivered in one shipment

Changes of packaging or quantity per package, as well replacements of end-off-life products need the written agreement of GIS INTERNATIONAL.

7.4 Each delivery will be accompanied by the necessary and completed delivery notes and transport documents. Delivery notes will quote the GIS order reference and will exist in duplicate.

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Signing of the delivery note by GIS INTERNATIONAL will only serve as proof of delivery and the number of items / packages received but will be in no case an acceptance of the goods, quantity, quality or services.

7.5 If there are support-tools needed for the supplier to execute his task or to deliver, these will be, if confirmed by GIS INTERNATIONAL, be available on the date mentioned in the purchase order.

7.6 Delivery of goods or execution of the order will be on the agreed date. GIS INTERNATIONAL reserves the right to change the delivery date without any claim whatsoever on the condition which GIS INTERNATIONAL has informed the vendor four weeks in advance (or less if the goods or services are suitable) from original delivery date in writing.

7.7 GIS INTERNATIONAL is entitled to, in the event of the late delivery of goods and/or services and without claim, raise penalties of 1% per week, with a maximum of 10%, against the cost of late delivered goods and/or services of the relevant purchase order.

Parties explicitly agree that the claimed penalties will be subtracted from the invoice amount.

7.8 In the event of delivery delay exceeding one month GIS INTERNATIONAL is, without loss of right on claims of penalties referred to previously, entitled to partly or completely cancel the order, provided a claim is raised by GIS INTERNATIONAL without prejudice. GIS INTERNATIONAL reserves the right to ship the goods back at supplier's expenses and refuse future deliveries or services, claim back executed payments with subtraction of kept goods.

7.9 In case late delivery is repeated by supplier GISEUROPE has the right, provided a claim is raised, to take all necessary actions and to claim all resulting costs to the supplier.

7.10 Legal cases of force majeure suspend the execution of duties of both parties for the period there-of, provided written notice by involved party within 5 days of occurrence.

8. TESTING AND INSPECTION

8.1 GIS INTERNATIONAL reserves the right to and at her expenses, without additional indemnification to suppliers, on simple request and an agreed time to, during production and before delivery audit supplier's or his subcontractor's production processes and warehouses, if GIS INTERNATIONAL judges this action appropriate. 8.2 Goods not fulfilling the requirements of article 9 can be refused. In such case GIS INTERNATIONAL will notify supplier and is entitled, without claim or prejudice, either to allow supplier to deliver conforming goods within a period fixed by GIS INTERNATIONAL or to cancel the order partly or completely. In the above case the supplier will take immediately ownership and risk of refused goods. All costs of shipping goods back to the supplier, shipping cost of replacement goods and other relevant cost will be at the supplier's expenses

9. QUALITY

9.1 Supplier guarantees the conformance of delivered goods and services to the specifications and technical documentation and description on the purchase order. The goods shall be free of any failure in construction, material and comply completely with relevant government legislation.

9.2 The Supplier will safeguard GIS INTERNATIONAL from all liability and all claims and damage that result directly or indirectly from delivery of goods or services, despite all instructions or concepts formulated in respect of the goods or services.

9.3 GIS INTERNATIONAL requests that all goods are manufactured following an effective and proven Quality System, preferably fulfilling the ISO9000 requirements. GIS INTERNATIONAL reserves the right to audit on site supplier's quality system. Such audit will in no way limit supplier's responsibility in respect to delivered goods and services

9.4 Supplier guarantees compliance of delivered goods with the regulations of the country where the goods are delivered and used. This includes but not limited to RoHS compliance.

9.5 Supplier shall ensure the traceability of the Products, such that, in the event of a quality issue or error are discovered, all other possible defective Products can be identified immediately by supplier.

10. WARRANTIES

10.1 Unless otherwise agreed the warranty period will extend to 12 months from delivery or preliminary acceptance of the order.

10.2 Supplier engages during warranty period to repair or replace all written notification of non-conformances, as soon as possible and to carry all resulting costs.

10.3 Goods or spare-parts repaired or replaced within warranty period will be warranted for the original warranty period.

10.4 In case of order of hazardous goods, packaging or transport of such goods, supplier will explicitly guarantee that goods, packaging and transport will at all times conform to legal, security or other legislation applicable at that moment and will

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safeguard GIS INTERNATIONAL against any liability or indemnification of resulting damage10.5 Supplier guarantees availability of goods or spare-parts for a period after delivery to agree upon with GIS INTERNATIONAL

11. FAILING ENGAGEMENT

Undiminished the terms of articles 7, 8, 9 and 10, GIS INTERNATIONAL has the right to claim indemnity or terminate agreement inclusive interests of delay in the event of supplier for any reason other than force majeure fails to fulfill completely his binding engagements in time.

12. INFORMATION, DOCUMENTATION

12.1 Supplier safeguards GIS INTERNATIONAL against all liability and indemnities for any real or pretended abuse of patents, licenses, non-disclosure of confidential material, copyright, drawings or models and all intellectual rights in case third party claims such abuses against GIS INTERNATIONAL.

12.2 All information of any kind put available in any form to supplier by GIS INTERNATIONAL remains property of GIS INTERNATIONAL and is treated as confidential by supplier and will not be disclosed without the written agreement of GIS INTERNATIONAL to any third party in any form. Any claim of such disclosure in any form as loss, theft or other will be indemnified by supplier and will be insured by supplier at there own expenses. Such information will be exclusively used for the purpose of intended use and will be transferred to GIS INTERNATIONAL on first request.

12.3 Supplier shall inform GIS INTERNATIONAL by a formal mail about obsolescence as soon as supplier forecasts them.

13. DUTY TO NOTIFICATION

13.1 In the case of changes in product or production process the supplier will notify GIS INTERNATIONAL a minimum of 12 months in advance of such change in writing. During this period GIS INTERNATIONAL has the right to place a general purchase order under at least the same conditions of the last order of involved products. In case of neglect of the above notification the supplier will be liable.

13.2 The same obligation of notification is valid in the event of the supplier ceasing his activities or in the change of control without obligation of GIS INTERNATIONAL to continue existing agreements with the succeeding party. In above cases supplier will inform GIS INTERNATIONAL about eventual replacement products.

13.3 In the event of cessation of payments, risk of bankruptcy or low credit rating of supplier, GIS INTERNATIONAL is entitled to terminate existing agreement and cancellation of orders conform article 7.

14. TRANSFERABILITY

It is forbidden for supplier to transfer orders partly or completely to third parties without the primarily written permission of GIS INTERNATIONAL

15. SUSTAINABLE PROCUREMENT

Suppliers are asked for:

Supply of goods

Having the product delivered in the appropriate quantity. In general terms this means bulk delivery, which is usually more environmentally efficient in terms of transport impact per item than having smaller quantities delivered more often.

Specifying a maximum number of deliveries per week or month is another way of achieving the same result.

Goods to be delivered outside peak traffic times to minimise the contribution of deliveries to traffic congestion.

Taking back (and recycles or re-uses) any packaging that comes with the product.

Services or works contracts

Delivering of products to the site in concentrated form and then dilution on site.

Using of re-usable containers to transport products to the site.

Using of dosage indicators to ensure that appropriate quantities of products are used. Disposal of used products or packaging from products.

Products or packaging taken away for re-use, recycling or appropriate disposal by the contractor.

Staff trained in the environmental impact of their work.

Suppliers are expected to;

- a. Protect the environment in compliance with all applicable environmental laws and regulations
- b. Use energy and natural resources efficiently
- c. Continually look for ways to minimize waste, emissions and discharge of their operations, products and services

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- d. Comply to and abide by GIS clients health and safety requirements when delivering to or operating at GIS client sites

16. ETHICS

Suppliers are expected to meet their social responsibilities and to uphold the highest standards of ethics including:

- Business Integrity (The highest standards of integrity are to be expected in all business interactions. Any and all forms of corruption, extortion and embezzlement are strictly prohibited resulting in immediate termination and legal actions and no bribes or other means of obtaining undue or improper advantage are to be offered or accepted. GIS INTERNATIONAL supports fair competition and expects it's suppliers to comply in return. Conflicts of interest are to be avoided.
- Disclosure of Information
Information regarding business activities, structure, financial situation and performance is to be disclosed in accordance with applicable regulations and prevailing industry practices.
- Intellectual Property rights are to be respected; transfer of technology and know-how is to be done in a manner that protects intellectual property rights.
- Standards of fair business, advertising and competition are to be upheld. Means to safeguard customer information should be available.
- Protection of Identity - Programs that ensure the protection of supplier and employee whistleblower confidentiality are to be maintained.
- Community engagement is encouraged to help foster social and economic development.

17. HEALTH & SAFETY AND CONDUCT

Working conditions at the supplier must be safe, employees, subcontractors and workers are treated with respect and dignity, and that manufacturing and supply processes are environmentally responsible. GIS reserves the right to inspect and audit supplier premises after reasonable notice to any of it's suppliers.

Contractors, subcontractors and suppliers should conduct their activities in a manner that respects human rights as set out in the UN Universal Declaration of Human Rights and the core conventions of the International Labour Organisation (ILO) such as;

- a. Suppliers, subcontractors and contractors should not use child labour
- b. Suppliers, subcontractors and contractors should not use forced, prison or compulsory labour
- c. Suppliers, subcontractors and contractors should comply with all applicable laws and regulations on freedom of association and collective bargaining
- d. Suppliers, subcontractors and contractors should not tolerate discrimination, harassment or retaliation and should provide a safe, secure and healthy workplace
- e. Suppliers, subcontractors and contractors should provide wages and benefits that meet or exceed the national legal standards and should comply with all applicable laws and regulations on working hours

GIS expects it's suppliers to proactively update GIS on any changes in its circumstances, ownership or operating location that would have a negative impact on it's compliance to any of the points detailed above.

From time to time GIS INTERNATIONAL will ask its suppliers or subcontractors to perform deliveries, tasks or services at a clients location. In that event then the supplier or subcontractor must comply at least with the clients rules and H&S requirements which will be made clear to them at the entry point of the clients premises.

If GIS requires a supplier or a subcontractor to undertake specific actions or to comply with certain rules before delivering or entering a client site, then these specific rules will be clearly stated on the Purchase Order from GIS, and the supplier / subcontractor must comply with these rules.

18. LAW AND COURTS

Present Purchasing and sales agreement and application there-of at execution of orders or deliveries of goods and services are governed by Belgian law. Disputes, which cannot be settled amicably, shall be adjudicated upon by the competent court in Eindhoven, The Netherlands.

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Acceptance of our purchase order and agreement to supply is interpreted as an acceptance and confirmation of adherence to the conditions previously described above.

END

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