ANZIPLAST
PLASTICS TECHNOLOGY

GENERAL PURCHASE CONDITIONS

1. These general purchase conditions (hereinafter 'GPC') apply between NV Anziplast, with registered office at Prins Albertlaan 70, 8870 Izegem (hereinafter 'Buyer') on the one hand, and any supplier of goods and/or services (hereinafter 'Supplier '), ordered by the Buyer on the other hand.
2. These GPC apply to any contract concluded between the Buyer and the Supplier (hereinafter "Contract"), the purpose of which is the supply of goods and/or services (hereinafter "Delivery").
3. By closing a Contract, the Supplier unreservedly agrees to these GPC. These GPC exclude the Supplier's own terms and conditions, even if they are sent to the Buyer. Any commencement of the execution of the order constitutes full acceptance of the GPC and of the special conditions of purchase relating to the goods or services to be supplied.
4. Any Delivery not made in fulfillment of an Order Form will not be accepted by the Buyer. The Buyer does not accept any cancellation or modification thereof, except prior written agreement. Under no circumstances will the Supplier be able to invoke any form of force majeure. The risk of force majeure shall therefore be borne entirely by the Supplier.
5. The Supplier undertakes to provide the Buyer with an acceptance of the Purchase Order for each order, without any reservation or modification, within a period of no more than 5 working days. Failing this, the Supplier is deemed to at agree with the specifications stated on the Purchase Order. 6. In addition, each Delivery must be accompanied by a shipping note stating the full number of the Order Form of the Buyer's purchasing department, as well as the balance still to be delivered.
7. The terms, places, days and/or hours specified in the Contract and/or Order Form are essential elements for the Buyer. If the terms of delivery are not complied with, the Buyer will be able to recover all resulting damage, including all consequential damage, lost profit and additional costs from the Supplier, without any reminder or notice of default.
8. Without prejudice to the provisions of article 7, by the mere expiry of the delivery period and without the need for prior notice of default, the Buyer shall have the right to choose without any abuse of rights on his part: a. either the Delivery will be canceled b. or a penalty of 5% for each week of delay on the total price of the Contract, which shall be deductible by operation of law from the amount payable by the Buyer.
9. The Supplier guarantees a Delivery free from any visible and/or hidden defect and which strictly complies with the specifications of the Contract, in particular the use for which the Buyer intends that Delivery as well as the applicable legal, regulatory or customary standards. The mere receipt of a Delivery does not in any way imply acceptance and/or approval by the Buyer. Acceptance and/or approval can only be the result of a thorough inspection. The fact that no comments have been made following these inspections or investigations in no way prejudices the right of the Buyer to refuse the material if it is not correct or is afflicted with visible or hidden defects.
10. Any late, defective, non-conforming or incomplete Delivery may be refused by the Buyer at any time. The refused Delivery remains pending its recovery by the Supplier at the Buyer's premises for a maximum period of 15 days, under penalty of destruction of the goods at the Supplier's expense and risk. The Supplier undertakes to remedy any defect, non-conformation or incompletion in the goods and/or services as quickly as possible, irrespective of its cause or nature, and to reimburse the Buyer for any loss which he may have suffered as a result of this defect, non-conformation or incompletion.
11. The Supplier also undertakes to defend and hold harmless the Buyer against any conviction that may be brought against the Buyer for infringement of intellectual and/or industrial property rights and/or fair trade practices arising from the performance of the Contract.
12. In the event of non-compliance with the aforementioned obligations regarding Delivery, conformity and warranty by the Supplier, the Buyer shall be entitled, without prior notice of default or procedure, to terminate or cancel the Contract, either in full or only to the extent of non-performance. performed, poorly performed and/or still to be performed part. The Buyer also has the right, at its sole discretion, to demand the free replacement within the shortest term of the Supply by the Supplier, all without prejudice to the right to claim compensation for all damage suffered. In addition, the Buyer shall be entitled to order from a third party under the burden of repaying the additional cost to the Supplier.
13. No stipulation that limits/excludes the Supplier's obligations with regard to delivery terms, conformity and warranty, nor any fixed compensation, can be invoked by the Supplier.
14. In the absence of Incoterms or other stipulations in the specifications of the Contract, the transfer of ownership and risks to the Buyer only at the time of the conforming Delivery on the designated place, where applicable after unloading, even if the Buyer bears the transport and/or insurance costs. Any reference to the Incoterms in the Contract refers to the Incoterms of the International Chamber of Commerce in force on the date of the Contract.
15. The Supplier is obliged to send the invoice in to the address specified by the Buyer, stating the reference of the Contract to which it relates, as well as the date and full number of the Order Form and shipping note or to the following: accounting@anziplast.be.
16. The payment of the invoices will be made after sixty (60) days, counting from the last day of the month of the date of the invoice or of the delivery if this follows the invoice, without prejudice to the possibility for the Buyer to invoke exceptions that are of such a nature as to release him in whole or in part from his payment obligation or to suspend the performance thereof.
17. In the event of bankruptcy, judicial reorganization or judicial or amicable liquidation of the Supplier, the Buyer will only definitively owe the balance still owed to the Supplier after final closing of all accounts between the Buyer and the Supplier. The Buyer can therefore always invoke compensation in all cases of concurrence. This compensation clause is enforceable against any insolvency practitioner.
18. The Contract is not transferable by the Supplier, except with the express written prior agreement of the Buyer. The Supplier is furthermore obliged to inform the Buyer in advance and in writing of any form of subcontracting it may use for the performance of the Delivery.
19. The Supplier undertakes not to disclose to third parties any information it will have received or collected from the Buyer pursuant to the Contract, except for the proper performance of the Delivery. In the light of this provision, the Supplier will at all times behave with due care.
20. The interpretation of the Contract, the order and these GPC is exclusively subject to Belgian law, even if the Supplier is a company under foreign law and/or the Delivery must be or was carried out in whole or in part abroad.
21. Any dispute regarding the validity, performance or interpretation of the Contract, the order and these GPC falls under the exclusive jurisdiction of the court of commerce Ghent, division Kortrijk (Belgium).

ANZIPLAST nv
Prins Albertlaan 70
BE-8870 Izegem
T +32 51 33 33 33
F +32 51 31 28 23
E info@anziplast.be
W www.anziplast.be