



## General Purchasing Conditions

### **1. Application**

The present general sales conditions apply to all deliveries to and all orders placed by Covess, to the exclusion of all general or specific conditions, announced at any time by the supplier or service provider (hereafter called "supplier") in the quotation, order confirmation, invoice or other documents, except for any deviating conditions that are explicitly and in writing accepted by Covess. Any deviation applies exclusively to the specific delivery or order for which it was agreed upon.

By confirming an order or by executing a delivery, the supplier confirms to have taken cognizance of the general purchasing conditions of Covess and to irrevocably accept them.

### **2. Quotations**

Once the order is confirmed in writing by Covess, the supplier is definitively bound by the contents of his quotation; even in case the quotations contain mistakes or typing errors that cannot reasonably be discovered at first sight. The orders are only binding to Covess after its written confirmation.

### **3. Delivery time**

The delivery time of goods and/or services stipulated by Covess on the purchasing order constitutes an essential condition of the order and should therefore be strictly respected. As delivery date of the goods is considered the date of receipt of the goods at the delivery address mentioned on the purchasing order, provided that delivery takes place during normal working hours.

In case the stipulated delivery time is not respected, Covess has the right to cancel the purchasing order either completely or for the remaining undelivered items, without prejudice to the right to damages for late delivery (including compensation for indirect, not immediate and/or unforeseeable damage).

### **4. Delivery**

Delivery of goods is free at the delivery address mentioned on the purchasing order, i.e. free of postage, freight charges, duties, packaging, insurance or other charges that may apply to the deliveries, except for any deviation hereof that is explicitly and in writing accepted by Covess.

The packaging is considered as lost packaging. If, however, it is explicitly stipulated that the packaging will be charged, Covess will send it back to the supplier and will have to be credited for the same amount.

### **5. Plans, models and drawings**

All plans, models, drawings, compositions and the like are to be returned to Covess together with the goods or service delivered. They remain the exclusive property of Covess and are under no circumstances to be revealed to third parties, nor to be published, copied or used for other purposes than the execution of the order.

In case of any use, imitation or publication that is in violation of the foregoing, the supplier will be held responsible until he can prove otherwise.

In that case, the damages suffered by Covess are fixed at a lump amount of 20 (twenty) % of the value of the order, without prejudice to the right to compensation for the actual damages suffered (including indirect, not immediate and/or unforeseeable damage), should the amount thereof prove to be higher.

### **6. Licenses**

The supplier is under an obligation to obtain, at his own expense, all licenses and permits related to the delivery of the goods or execution of the services ordered and to observe the applicable legislation and regulations.

### **7. Receipt, inspection and guarantee**

The goods and the material are accepted by Covess at the delivery address mentioned on the purchasing order, under the condition of an inspection with regard to the conformity of the delivery, that needs to be performed within a reasonable period of time, being under no circumstances less than 5 (five) working days. Covess reserves the right to return all goods or materials that are not conform to the specifications and characteristics stipulated in the purchasing order or to the quality of an accepted sample, at the supplier's expense and without prior proof of default or judicial intervention, without prejudice to the right to compensation for non-execution of the contract.

The goods delivered, as well as all spare parts and accessories, are guaranteed against all material and construction defects, defects related to operation or assembly, and in general against all hidden defects.

Similar guarantees are valid for the execution of services.

Furthermore, the supplier guarantees that all goods and/or services delivered comply with all relevant legal and administrative regulations (e.g. related to quality, environment, safety and health) and that they imply no violation of intellectual or industrial property rights of third parties.

The supplier will indemnify Covess for all damages, expenses and losses (including indirect, not immediate and/or unforeseeable damages) suffered by Covess and/or for claims from third parties, either as a direct or indirect result from above mentioned guarantees or from non-observance of any legal, administrative and/or contractual obligations.

### **8. Invoicing and payment**

All invoices are net payable at 60 days end of the month after receipt of the invoice at the invoicing address mentioned on the purchasing order, except for any deviations hereof that are explicitly and in writing accepted by Covess and in any case after receipt and inspection of the goods and/or services.

### **9. Transfer of risks**

All risks are transferred upon delivery.

### **10. Separability**

Should one of these conditions be declared invalid, this will not affect the validity of the other conditions.

### **11. Competence and jurisdiction**

All agreements between Covess and its suppliers are governed by the Belgian Law.

All disputes resort under the exclusive jurisdiction of the Courts of Brussels.