

**J.S.T. Belgium N.V.**

**Terms and conditions of purchase**

In these conditions 'goods' includes services.

Unless otherwise stated in writing the following conditions shall apply to all purchase orders.

1. Acceptance – acceptance of orders shall bind the supplier to the following terms and conditions and no goods shall be supplied by the supplier, their employees, agents or representatives except in accordance therewith. Any variation of orders must be in writing and agreed and signed by both parties, in the case of inconsistency between the buyer's and the supplier's terms and conditions the buyer's shall prevail.
2. Quality of goods – the goods shall conform as to specification, quality, quantity and description with the particulars stated on the purchase order.
3. Rejection – where the buyer discovers within six months of delivery that the goods are not in accordance with the stipulations of the order the supplier shall promptly, at the request of the buyer, either refund the original purchase price or supply replacement goods free from defect, or repair the defective goods on return by the buyer. All costs, in relation to rejection, replacement and repair will be paid by the supplier. For customs purposes and to allow the buyer to obtain refund of import duty paid the supplier shall provide written acceptance of the rejection and shall state the refund or repair action.
4. Warranty – At the buyer's discretion the supplier shall promptly repair or refund the price (including import duty) of any goods found to be defective within eighteen months of delivery owing to faulty design, materials or workmanship. All costs in relation to replacement and repair shall be paid by the supplier.
5. Delivery – delivery shall be at the place and to the time schedule stated in the order. Time shall be of the essence of all orders. Property and risk in the goods shall pass to the buyer on delivery. The buyer will insure the goods after delivery
6. Conformance – If so requested the supplier shall supply a certificate of conformance to specification with each delivery and failure to supply such certificate will entitle the buyer to reject the goods
7. Prices – unless otherwise stated the price shall include all costs to the named place of delivery. No change in price shall be made without the written consent of the buyer. The price shall include the cost of adequate packing for transportation. Packaging is not returnable unless otherwise agreed.
8. Payment terms – 30 days end of month unless otherwise agreed in writing.

9. Force Majeure – the supplier and the buyer shall be absolved from all responsibility for any failure to deliver or perform or delay in delivering or performing any obligations under this contract by reasons of act of God, restrictions or request of government or similar authorities or other causes beyond their control
10. Cancellation – Notwithstanding clause 9 above, the buyer may cancel purchase orders in whole or in part if the order is not completed in all respects in accordance with the stipulations and these conditions. If a contingent order on the buyer is cancelled the buyer may determine an order by giving one month’s notice in writing and shall pay a fair and reasonable sum for all work in progress at the time of the cancellation which is subsequently received by the buyer.
11. Buyer’s property – All items such as tools, gauges, fixtures, materials, parts and drawings provided by the buyer to the supplier shall be and remain the property of the buyer. The supplier shall maintain all such items in good order and condition (fair wear and tear excepted) and insure them against all risks whilst in his custody and on request shall return them to the buyer. The supplier shall not use or permit the use of such items other than in connection with the buyers purchase orders.
12. Confidentiality – All information, designs, specifications and drawings provided by the buyer to the supplier shall be treated by the supplier as confidential and should not to be disclosed to any third party. The supplier shall not sell or supply directly or indirectly to any third party any item made in accordance with the buyer’s information, designs, specifications or drawings.
13. Patents – the supplier warrants that neither the sale nor the use of the goods will infringe any patent, trademark, trade name or registered design. The supplier will indemnify the buyer from all actions , costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement and at his own expense the supplier shall defend or assist in the defence of any proceedings which shall be brought in that connection. All patents, registered designs, copyright and other protective rights in or resulting from any design or development work carried out by the supplier at the request of the buyer in the execution of purchase orders shall be exclusively vested in the buyer

14. Indemnity – The supplier will indemnify the buyer against:
  - i. loss or damage or injury whatsoever and whenever arising caused to the buyer or for which the buyer may be liable to third parties due to faulty design materials or workmanship of the goods.
  - ii. claims in respect of death or howsoever caused to any agent subcontractor or employee of the supplier while in or about the buyers premises
  - iii. consequential loss or damage sustained by the buyer as a result of the failure of the supplier to supply the goods in accordance with the purchase order
15. Access – The supplier shall allow the buyer or his representative to carry out during normal working hours such inspection of the tooling and goods in manufacture at the suppliers premises as the buyer may reasonably require
16. Assignment – the supplier shall not assign or subcontract the whole or part of any purchase order without prior written agreement of the buyer
17. Arbitration – If at any time any question, dispute or difference whatsoever arises between the parties in relation to or in connection with a purchase order either party may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the arbitration of a person to be mutually agreed upon or failing agreement within thirty days of receipt of such notice of one or more arbitrators appointed in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce
18. These terms and conditions shall be governed by and in accordance with the laws of Belgium.