

General purchasing terms and conditions

1. Applicability

- 1.1. These general purchasing terms and conditions ("General Conditions") apply to all purchases of products and services made by Soleras Advanced Coatings BV and/or the companies controlled by it (the "Purchaser") unless specified otherwise in writing. They shall supersede, without exception, any and all of the Supplier's conditions of quotation, acceptance, purchase and/or supply delivery notes, bills of lading, even if they stipulate the opposite. Acceptance of the order by the Supplier automatically entails acceptance of the General Conditions, including for follow-up orders, and waiver of the Supplier's own terms and conditions.
- 1.2. Articles 1 through 14 apply both to the purchase of products and services. Articles 15 through 18 apply specifically to products; Articles 19 through 21 apply specifically to services. In case of combined purchases of products and services Articles 15 through 21 shall apply cumulatively.
- 1.3. Purchaser shall only be bound if the purchase order is made in writing. The purchase agreement ("Agreement") shall become effective on the date when the order is accepted in writing by mail, facsimile or e-mail by the Supplier, unless a separate agreement was already entered into. Any failure of the Supplier to confirm an order within 5 (five) working days shall be deemed an acceptance of such order. Supplier shall not make any deviating comments in the order acceptance otherwise the Purchaser shall be entitled to cancel the order without any right of the Supplier to compensation. The Agreement consists of the order, specific conditions agreed upon in writing by Purchaser and these General Conditions, to the exclusion of any deviating comments in the acceptance form unless agreed explicitly in writing by Purchaser.

2. Price and Payment

- 2.1. The prices specified in the order are fixed prices. The invoices shall be sent in duplicate to the billing address and according to any specific billing instructions specified in the order or afterwards. All invoices shall specify the numbers of the order and the delivery note.
- 2.2. The invoices are payable within 60 (sixty) days of the end of the month of the invoice date unless the invoice (or any items thereof) is subject to a bona fide dispute. Payment does not in any way imply either acceptance or agreement by the Purchaser that the products and / or services conform to the terms and conditions of the Agreement and shall in no way imply a waiver of any right arising from the Agreement or the General Conditions. Under no condition shall Supplier be entitled to suspend or interrupt any deliveries or services in case of late or incomplete payment under any agreement by the Purchaser.
- 2.3. The Purchaser may without notice to the Supplier set-off any amounts owed by the Supplier to the Purchaser under any order or agreement or the performance thereof, whether or not Supplier disputes such amounts, against any amounts owed by the Purchaser to the Supplier, regardless of the places of payment or currencies of the respective amounts.

3. Work performed on the Purchaser's premises

While on the Purchaser's premises, the Supplier shall observe the company, safety and other regulations applicable in the Purchaser's organisation. In the case of contract work, the Supplier shall also observe the Purchaser's General Terms and Conditions relating to Contract Work, any relevant legislation and any instructions and guidelines specified by the Purchaser in good time, in particular with regard to the supply and storage of material and tools and access to land and buildings. Supplier shall cause its subcontractors (to the extent subcontracting is approved) to



comply with this Article. Work shall be performed during the applicable working times unless requested otherwise by the Purchaser. Travel time and waiting time cannot be charged unless agreed otherwise explicitly in writing.

4. Intellectual Property Rights

- 4.1. Subject to an explicit written permission thereto by Purchaser, Supplier may use any trademarks, logos and/or any other intellectual property rights owned by Purchaser. Supplier shall use these intellectual property rights in accordance with the instructions of Purchaser only. Supplier shall not misrepresent or damage such intellectual property rights. Supplier shall inform Purchaser immediately of any infringement or possible infringement of any of the intellectual property rights.
- 4.2. Intellectual property rights, whether or not patentable, created by Supplier or any of its employees during the performance of the Agreement or upon request of the Purchaser shall irrevocably, immediately and automatically be transferred to the Purchaser upon creation and all related moral rights shall be waived by the Supplier. Supplier shall make sure that any intellectual property rights created by his employees during the performance of the Agreement are transferred to Purchaser. The Purchaser is allowed, upon its own discretion, to file also for protection of the intellectual property rights created by Supplier during the performance of the Agreement. All drawings, manuals, software and other items required for use shall also be supplied to the Purchaser in the language of the Purchaser and shall become the Purchaser's property, without additional compensation.
- 4.3. The Supplier guarantees that the use of the delivered products and/or services constitutes no infringement on any right of a third party pertaining to intellectual or industrial property and shall defend, indemnify and hold harmless Purchaser in that matter against any and all claims of third parties.

5. Confidentiality

- 5.1. Any plans, drawings, documents or any other information provided by Purchaser covered by intellectual property rights of Purchaser or not, are the property of Purchaser and may not be communicated to third parties nor used for any purpose other than for the performance of the Agreement and shall be returned upon first request. The Supplier shall verify the correctness and correlation of this documentation before performance of the Agreement and report deviations or defects to Purchaser.
- 5.2. The Supplier shall observe secrecy with regard to everything relating to the Purchaser's business that comes to its attention, except only where the Supplier is under a legal duty to make some information public or the information has become public knowledge for a reason that is not the fault of the Supplier. The Supplier shall impose the same obligation on employees and/or third parties called to perform its agreements in conformity with the requirements set out in Article 8. Unless this is agreed upon otherwise in writing by the Purchaser, the Supplier cannot use the Purchaser as a reference.

6. Insurance – liability

- 6.1. Supplier represents that it has and shall maintain in force for so long as he has any obligation under the Agreement towards the Purchaser, at its own cost and expense, from a reputable insurance company adequate and sufficient insurance coverage for the type of business engaged in by the Supplier in compliance with all applicable regulations and in accordance with the standard expected for a company conducting similar activities. These insurance policies shall as a minimum provide coverage for comprehensive (all risk), professional, general and product liability. Upon Purchaser's first request, Supplier shall provide Purchaser with certificates of insurance evidencing such coverage within a period of 30 (thirty) days after such request. Failure to do so will entitle Purchaser to terminate the



agreement pursuant to Article 10.1 below.

- 6.2. The Supplier shall fully and unreservedly indemnify and hold the Purchaser harmless from and against any and all losses, costs, damages, expenses (including reasonable lawyer's fees), harmful effects which Purchaser may incur as well as claims by third parties in respect of any loss or injury occurring as a result of (i) any defects in the products and/or services delivered, (ii) delay in delivery, (iii) breach of any of the Supplier's representations under the Agreement, (iv) negligence or tort, (v) the infringement of third parties' (intellectual property) rights (vi) violation of any applicable law, regulation or order, or (vii) any other fault or omission of the Supplier in performing the Agreement.
- 6.3. Except in case of malicious intent of the Purchaser, the latter shall not be liable, even in case of gross negligence, for any loss or injury that is in any way incurred or suffered by the Supplier, its property or employees, or by third parties. The Supplier holds the Purchaser harmless against any claims made against it by persons it employs or by third parties, according to Article 6.2 above, except in the case of malicious intent of the Purchaser.
- 6.4. The remedies set forth in this Agreement are cumulative, and shall not preclude any other remedy available to Purchaser at law or in equity.

7. Timing

Timing is of the essence. Supplier warrants that it has sufficient business capacity in order to perform the Agreement in a timely and appropriate manner. Delivery of products or performance of services shall be made at the time specified in the order or within the period agreed by the parties in writing. Such date or term is binding and the Supplier shall be automatically in default by the non-respect of this date or term, Purchaser not being obliged to give notice of default. In such event, and without prejudice to any other rights or remedies available under the applicable law or the Agreement to obtain full compensation for the incurred costs and damages, Purchaser is entitled to: (i) reject the parts of the Products and / or Services that have been delivered late and (ii) after a grace period of one week, notify the release from all further obligations under the relevant order.

8. Assignment - subcontracting

The Supplier shall not be permitted to transfer the Agreement or arrange for performance of the order by a third party or third parties, in whole or in part, without the prior explicit written consent of the Purchaser.

9. Force Majeure

Force majeure shall mean any unforeseen event which is beyond the reasonable control of the parties or any foreseeable occurrence the consequences of which may not reasonably be avoided that arise after the acceptance of the order and which prevents performance of the Agreement, in whole or in part, by either party. If a third party fails to meet the obligations it has accepted in relation to the Supplier or fails to meet such obligations in good time or in an appropriate fashion, this shall not be deemed to be force majeure affecting the Supplier.

Force majeure shall cause the suspension of the obligations of the Purchaser and the Supplier under the Agreement for the duration of the delay caused by the event of force majeure and the period of performance shall be automatically extended without any penalty for an equal period.

The Supplier shall notify the Purchaser of the occurrence of a case of force majeure explaining its reasons immediately by telephone or otherwise and confirmed in writing on the day on which it occurs and shall inform the Purchaser of further developments in the same way, failing which it shall lose the right to invoke the occurrence of force majeure, without prejudice to the conditions respectively laid down in Article 10. Supplier shall make all reasonable efforts to eliminate or at least minimise the effects of this force majeure.



10. Termination

10.1. The Purchaser may terminate the Agreement in whole or in part by registered letter, with immediate effect, for cause:

- a) if the Supplier fails to meet its obligations to the Purchaser or fails to meet them in good time, completely or in an appropriate fashion;
- b) if the Supplier is declared bankrupt, applies for the suspension of payments, is wound up or otherwise appears to be insolvent;
- c) if the force majeure remains in existence for longer than 1 (one) month;
- d) if, in connection with the performance of the Agreement or in any other connection, the Supplier behaves in such a way that the Purchaser's confidence in the relationship is totally disturbed or that the Purchaser cannot be reasonably expected to continue the relationship.

If the Agreement is terminated for cause as mentioned above, the Purchaser shall not be obliged to provide compensation in any form. Except if the Agreement is terminated as a result of force majeure, the Supplier is bound to indemnify the Purchaser against any claims from third parties resulting from termination. The Supplier shall repay immediately the costs already incurred and monies unduly paid by the Purchaser, without prejudice to the Purchaser's right to claim full compensation.

10.2. The Purchaser may also terminate the Agreement for convenience at any time by registered letter with respect of a 3 (three) months' notice, commencing on the date of the postmark. The Supplier shall not have any right to claim compensation as a result of termination under this paragraph, except if the Supplier informs Purchaser by registered letter within one week from delivery of the notice of termination proving that production had already commenced before receipt of the notice of termination. In the latter case, the Purchaser shall be entitled to choose between taking delivery of what has been produced already and compensating the Supplier for the costs already incurred. In the case of supply of services, no other compensation shall be due than the payment of the work already performed to the exclusion of any other damages such as, but not limited to, loss of profit or loss of turn over.

11. Inspection

The Purchaser may arrange for the performance of any checks on the products or services to be delivered, and may for this purpose enter the premises where the products are being manufactured or the services are being rendered upon reasonable prior notification in writing.

12. No Waiver

Any failure or delay by Purchaser in exercising any right under the Agreement and/or these General Conditions, any single or partial exercise of any right under the Agreement and/or these General Conditions or any partial reaction or absence of reaction by Purchaser in the event of violation by the Supplier of one or more provisions of the Agreement and/or these General Conditions, shall not operate or be interpreted as a waiver (either express or implied, in whole or in part), nor shall it preclude any further exercise of any such rights. Any waiver of a right by Purchaser must be express and in writing. If there is an express written waiver of a right by Purchaser following a specific failure by Supplier, this waiver can not be invoked by Supplier in favour of a new failure, similar to the prior one, or in favour of any other kind of failure.

13. Invalid Provisions

Whenever possible, these General Conditions shall be interpreted in such a manner as to be valid



and enforceable under the applicable law. However, if one or more provisions of these General Conditions are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of these General Conditions shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such an event, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, in such a way as to reflect as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

14. Applicable law and Jurisdiction

- 14.1. All issues, questions and disputes arising out of or relating to the Agreement shall be governed by, and construed in accordance with the laws of Belgium or in case none of the contractual parties is a Belgian legal entity, in accordance with the laws of the country where the Purchaser's registered office is established to the exclusion of any conflict of laws rules or provisions that would cause the laws of an other jurisdiction to be applicable.
- 14.2. The Belgian courts or in case none of the contractual parties is a Belgian legal entity the courts of the place where the Purchaser's registered office is established shall have exclusive jurisdiction over any disputes arising out of or relating to the agreements covered by these General Conditions. However, the Purchaser reserves the right to submit any dispute to another court of competent jurisdiction. At Purchaser's first written request, Supplier shall voluntarily intervene and choose sides for Purchaser if any dispute involving any product or service of Supplier, regardless of the jurisdiction this dispute is brought before.

PURCHASE OF PRODUCTS

Articles 15 through 18 apply in case of supply of goods. In the event of conflict between these Articles and other Articles from the General Conditions, Articles 15 through 18 shall supersede for matters relating to the supply of goods.

15. Delivery

- 15.1. Unless otherwise agreed in writing, delivery is to be made DDP (Delivery Duty Paid) (excluding VAT) construed in accordance to the ICC Incoterms being in effect at the time of delivery, to the warehouses of the Purchaser or any other location indicated in the order and is to be accompanied by an appropriate, duly completed delivery note. Upon delivery of the products, the Supplier shall provide, free of charge, all documents and manuals related to the products which are required by law or which are required in order to comply with applicable customs, product marking, country of origin, and other laws. Delivery of more or less than the agreed quantities and partial deliveries shall only be allowed if expressly accepted in writing by the Purchaser.
- 15.2. Risk of loss or damage to the products shall pass from the Supplier to the Purchaser upon acceptance by the Purchaser. The title to the products is transferred upon delivery to the Purchaser.
- 15.3. If assembly and/or installation by Supplier are comprised, this shall occur according to the schedule approved in advance by Purchaser in writing and Supplier shall frequently report upon the progress.

16. Acceptance – Rejection

- 16.1. Signature of the delivery note by the Purchaser shall only apply to the number of packages referred to in the delivery note. The Purchaser is not obliged to carry out acceptance checks. Acceptance of the products shall take place exclusively through the appropriation of the products without reservation. Any costs arising from delivery at the wrong address



shall be solely borne by the Supplier, even if the products were delivered and the delivery note was signed off by Purchaser.

- 16.2. If the products are rejected, in whole or in part, by the Purchaser or by an authorised agent, or if the products fail to comply with the Agreement, in whole or in part, the Supplier shall, at the sole discretion of the Purchaser, remedy the lack of conformity in order to ensure full conformity to the Purchaser's satisfaction and / or deliver substitute goods that fully comply with the Agreement and / or shall take back the products delivered in whole or in part with the corresponding repayment of the monies already paid and without prejudice to Purchaser's other rights under the Agreement and/or these General Conditions. In case of rejection the Purchaser may also at its sole discretion procure replacement goods from a third party and claim back the extra costs from Supplier. In case of rejection the rejected products remain at the risk of the Supplier. The rejected products shall be stored by the Purchaser at the risk and costs of the Supplier, who shall collect the rejected products within 5 (five) working days after rejection. The Purchaser's failure to inspect the products or to properly inspect the products or to notify or to properly notify and/or give timely notification to the Supplier of any defects, be it in quantity, specifications or otherwise, or of any quantity deviations, shall not relieve the Supplier of any of its obligations hereunder or under the applicable law.
- 16.3. Until the modification or redelivery referred to above has been made, the Purchaser shall be entitled to suspend its payments, even if the invoices are not protested, and to offset the losses and costs incurred, even if the conditions for set-off by operation of the law are not or not entirely met. In addition, the Purchaser shall be entitled to be fully compensated for all costs and losses and to terminate the Agreement in accordance with Article 10.

17. Packaging and transportation

The products to be delivered shall be packaged, stored and transported in compliance with all the relevant national and international legislation and regulations, and shall also conform to the specifications made in this regard by the Purchaser in the order or, in the absence of such specifications, to the specifications that are usually made for similar products in the normal course of business. The Supplier shall take back all its packaging free of charge at the Purchaser's request.

18. Warranty – Quality

- 18.1. Without prejudice to any stricter legal or other obligation, Supplier warrants that all the products to be delivered are (i) in compliance with the Purchaser's Supplier Requirement Manual (ii) in compliance with the agreed specifications, characteristics and requirements, or in the absence thereof, with the usual specifications, characteristics and requirements that are made of such products in the normal course of business (iii) in compliance with all the national and international standards and regulations applicable at the time of delivery (iv) free from all defects in design, workmanship, materials and method of assembly and (v) in compliance with safety and environmental laws, rules and/ or regulations. The Supplier shall inform itself in advance of the use and purpose of the products and guarantees that the products are fully suitable for the specific intended purpose. The products shall be of good and consistent quality at all times. The Supplier further warrants the Purchaser that the products shall be free of all liens, encumbrances, and rights of third parties. Any attempt by the Supplier to limit, disclaim, or restrict any of the warranties above or any of the remedies of the Purchaser, shall be null, void and ineffective without Purchaser's prior and express written consent.
- 18.2. The above mentioned warranty is given for a period of 12 (twelve) months following delivery of the products to the Purchaser, unless a longer period is agreed upon in writing. For machines or equipment this period starts when the Purchaser confirms in writing that the assembly and/or installation is finished to its satisfaction insofar this is included in the



delivery. If it is established by the Purchaser during this period that the quality specifications are not (longer) met, the Supplier shall immediately deliver free of charge all the parts, material and work necessary for the repair of the defect or replacement of the Product free of charge without prejudice to any other rights of Purchaser under the Agreement. The expiry of the warranty period does not limit the liability for latent defects on the part of the Supplier.

- 18.3. The Purchaser may arrange for the performance of any checks on the products to be delivered, regardless of where the products are situated, and may for this purpose enter the premises where the products are situated.

DELIVERY OF SERVICES

Articles 19 through 21 apply in case of services performed by the Supplier. In the event of conflict between these and other Articles from the General Conditions, Articles 19 through 21 shall supersede for matters relating to the performance of services.

19. Performance

- 19.1. The Supplier is obliged to perform the services within the agreed time period according to a schedule approved in writing by Purchaser. Exceeding of this time period will cause the Supplier to be in default without notice being required. The Supplier is obliged to furnish Purchaser with timely advance notification of the progress and of any threat of exceeding of the time limit. Such advance notification and the absence of reaction thereto by Purchaser does not release the Supplier from its liability in the event of actual exceeding of the time limit.
- 19.2. The Supplier shall at its own expense see to the performance of the work and/or hiring of employees, necessary permits, exemptions, approvals and decisions.
- 19.3. When, in the opinion of the Supplier, the agreed works have been completed, it shall inform Purchaser thereof in writing. Within 14 (fourteen) days after receipt of this notification, Purchaser shall notify the Supplier whether or not he accepts its performance. If rejecting the performance, Purchaser shall inform in writing on shortcomings which prevent it to accept the performance. The taking into operation of the work by Purchaser shall not be considered as acceptance thereof. With the acceptance of the work performed, the rights of Purchaser in the matter of shortcomings by Supplier do not lapse, irrespective of whether during the acceptance term; it has discovered or reasonably could have discovered such shortcomings and did not notify such to the Supplier.

20. Guarantee

- 20.1. Supplier warrants that it has, and will continue to have during the term of the Agreement, the required skills, experience, licences and permits required for the proper performance of the Agreement. Supplier undertakes to involve only personnel who is professionally trained and duly motivated and has the appropriate skills and expertise for the performance of the services. Supplier shall cause its personnel to act responsibly in all circumstances and be of an irreproachable conduct. The personnel of the Supplier that is involved in the performance of the Agreement remains at any time under the sole responsibility, guidance, authority and supervision of the Supplier.
- 20.2. The Supplier guarantees that (i) the services are performed in a professional and skilful manner, meeting best industry practices, in conformity with the service levels and specifications, technical or other and in full compliance with all applicable laws or administrative standards, orders or regulations, including without limitation those related to safety, environment, hygiene and hazardous materials and in accordance with practices of care and skill; (ii) the services shall be free from defects in material and/or defects in workmanship; (iii) the services are in compliance with all applicable laws, regulations and



codes.

- 20.3. The Supplier guarantees that the intended result and requirements, of which the Purchaser has informed the Supplier, shall be achieved. If the work activities include in advising, the Supplier guarantees the relevance, correctness and completeness thereof. The Supplier guarantees furthermore, the suitability and good quality of designs, drawings, guidelines, materials etc. furnished by it.
- 20.4. If any services do not comply with the foregoing warranties, Purchaser may, at its sole discretion, at Supplier's sole expense and without prejudice to its other rights under the Agreement and/or these General Conditions: (a) reject such services (b) require Supplier to correct such services as necessary to render them in conformity with the foregoing warranties, and consistent with Purchaser's time schedule; (c) return such work and receive a full refund of the contract price; or (d) without prior court authorisation make itself or have made by a third party at the costs and the risk of the Supplier any corrections required to cause such services to comply with the specifications and warranties. Supplier shall reimburse Purchaser for all costs and expenses incurred by Purchaser in connection with a breach of the foregoing warranties (including transportation, storage, administrative, and other incidental expenses of Purchaser).

21. Changes in the scope

Purchaser can at its sole discretion at all times change the ordered work insofar he confirms this first in writing. The Supplier must advise the Purchaser immediately about the effects of such a change on the quality, the quantity, the time frame, the safety, the feasibility, the risks etc. of the work. The agreed remuneration shall in that case be adjusted in proportion to the extra or less work activities to be performed. Supplier has to perform the ordered changes immediately and, pending discussions about remuneration adjustment, may not suspend his services. Supplier cannot unilaterally change the scope of the order.

22. Authentic Text

Only the English version of the General Purchasing Terms and Conditions is authentic.

