



General Purchasing Conditions BRABANT ALUCAST
<p>Definitions</p> <p>BRABANT ALUCAST: Brabant Alucast International B.V., Brabant Alucast The Netherlands site Oss B.V., Brabant Alucast The Netherlands site Heijen B.V. or any other Brabant Alucast group company.</p> <p>Supplier: The other party to an Agreement from which BRABANT ALUCAST obtains goods and/or services.</p> <p>Agreed Performance: Delivery of the agreed goods, performance of the contracted work or performance of the agreed service in accordance with the specifications included in the Agreement.</p> <p>Agreement: An agreement relating to a purchase, the performance of services or the contracting of work in which BRABANT ALUCAST is the purchaser or client, or any other agreement to which the General Purchasing Conditions are declared to apply.</p>
<p>1. Applicability</p> <p>1.1 Unless the parties explicitly agree otherwise in writing, these General Purchasing Conditions apply to all Agreements between Supplier and BRABANT ALUCAST as well as to all legal acts relating to the conclusion of an Agreement.</p> <p>1.2 Besides these General Purchasing Conditions, additional specific general conditions may also apply, depending on the nature of the transaction. In the event of conflicts between regulations, the text of the written Agreement will prevail (unless this text refers to other general conditions) and the additional specific general conditions will take precedence over these General Purchasing Conditions.</p> <p>1.3 Supplier's general conditions of delivery or any other (general) conditions of the Supplier do not apply to the Agreement.</p>
<p>2. Conclusion of an Agreement</p> <p>2.1 A quotation request by BRABANT ALUCAST is always without obligation.</p> <p>2.2 The quotation must have a validity period of at least 90 days after receipt by BRABANT ALUCAST.</p> <p>2.3 The costs of quotations are to be borne by the Supplier.</p> <p>2.4 An Agreement is only concluded if BRABANT ALUCAST gives explicit written notice of acceptance.</p> <p>2.5 Any deviations from or changes to the Agreement are only binding if they have been agreed upon in writing.</p>
<p>3. Agreed Performance</p> <p>3.1 Supplier is obliged to carry out the Agreed Performance in accordance with the specifications included in the Agreement. No deviation by the Supplier from agreed specifications, materials or parts is permitted.</p> <p>3.2 Supplier must notify BRABANT ALUCAST immediately in writing if there is a possibility that the agreed delivery or completion date/time will be exceeded and in the event of other foreseeable shortcomings in the performance of the Agreement.</p> <p>3.3 If assembly/installation has been agreed, this will comprise setting up the goods in such a way that they are operational by no later than the agreed date/time. Once Supplier has given notice that the work has been completed, a completion report will be drawn up and signed by both parties.</p> <p>3.4 If Supplier makes use of drawings, calculations, models, specifications or other materials made available by BRABANT ALUCAST during the performance of the Agreement, Supplier is obliged to inform BRABANT ALUCAST of any deficiencies and also to ask BRABANT ALUCAST to clarify any points in these documents that may be unclear. These documents remain the property of BRABANT ALUCAST at all times and are to be returned upon first request.</p>
<p>4. Statutory requirements and necessary permits</p> <p>4.1 Supplier will comply with and observe all requirements, conditions, regulations and provisions that apply to the Agreed Performance on the basis of laws, bye-laws and other regulations, including all relevant provisions relating to quality, environment, safety, health and working conditions.</p> <p>4.2 Supplier must possess, and continue to possess for the duration of the Agreement, all permits prescribed by law or otherwise that relate to and/or are necessary for (the performance of) the Agreement and the Agreed Performance set out therein.</p> <p>4.3 Supplier will inform BRABANT ALUCAST immediately about any changes in the permits referred to and will make a copy of these permits available upon first request.</p> <p>4.4 If a specific permit is required to allow the Agreed Performance to be carried out, the Supplier must inform BRABANT ALUCAST of this before the Agreement is entered into and must provide any assistance in the process of applying for this permit upon first request by BRABANT ALUCAST.</p>
<p>5. Transfer of obligations</p> <p>5.1 Unless Supplier has received written approval of BRABANT ALUCAST, Supplier is not authorized to transfer (part of) the rights and/or obligations arising from the Agreement to a third party.</p> <p>5.2 If rights and/or obligations arising from the Agreement are transferred and/or subcontracted, Supplier will nevertheless remain fully responsible and liable for the correct and complete performance of the Agreement and delivery of the Agreed Performance.</p>
<p>6. Attributable shortcomings and liability</p> <p>6.1 In the event of an attributable shortcoming in the performance of the Agreement, including exceeding the agreed delivery or completion date/time, the Supplier will be in default without notice of default being required.</p> <p>6.2 BRABANT ALUCAST will be authorized at all times to refuse performance that is offered after Supplier has defaulted.</p> <p>6.3 Supplier will be liable for all damage incurred by BRABANT ALUCAST as a result of failure to comply with the Agreement or to comply in full.</p>
<p>7. Prices</p> <p>7.1 Unless otherwise agreed, the prices stated in the Agreement are fixed, exclusive of VAT and therefore inclusive of, among other things, other taxes, levies, import or export duties and excise duties, as well as inclusive of the costs of pre-packaging, transport, delivery, loading/unloading, administration, dispatch, call-out and connection charges, and any possible incidental expenses.</p> <p>7.2 Changes in prices, wages, costs, social security contributions, taxes or other cost-increasing factors cannot be passed on to BRABANT ALUCAST unless explicitly agreed in writing in the Agreement.</p>
<p>8. Invoicing/Payment</p> <p>8.1 Unless otherwise agreed, invoicing by Supplier takes place after the Agreed Performance has been realised and accepted.</p> <p>8.2 The agreed price is paid within 60 days end of month of invoice receipt, after receipt of Agreed Performance. Interest shall only be due once BRABANT ALUCAST has defaulted on payment following written notice of default.</p> <p>8.3 If full or partial payment in advance is agreed, BRABANT ALUCAST has the right to demand security from the Supplier in connection with the performance of the Agreement, e.g. in the form of a bank guarantee.</p> <p>8.4 BRABANT ALUCAST has the right to suspend payment of invoices that are disputed in good faith, or payment of the disputed portion thereof, until agreement has been reached on the disputed amount.</p> <p>8.5 The date of payment is considered to be the date on which the amounts are debited from BRABANT ALUCAST's account.</p> <p>8.6 Payment by BRABANT ALUCAST shall under no circumstances constitute acceptance of the delivery/service as Agreed Performance.</p> <p>8.7 BRABANT ALUCAST is authorized to set off any sum that BRABANT ALUCAST may owe against the Supplier at any time on the basis of the Agreement or otherwise.</p>
<p>9. Insurance/Indemnification</p> <p>9.1 Supplier is obliged to take out liability insurance and other insurance policies that are necessary to cover the relevant risks connected with the Agreement and/or the Agreed Performance.</p> <p>9.2 Supplier will provide BRABANT ALUCAST at first request of BRABANT ALUCAST a copy of the relevant insurance policy.</p> <p>9.3 Supplier indemnifies BRABANT ALUCAST against third-party claims connected with the performance of its obligations arising from the</p>

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<p>Agreement, as well as against third-party claims connected with failure to comply with its obligations arising from the Agreement.</p> <p>10. Confidentiality and prohibition on disclosure</p> <p>10.1 Supplier will keep the existence, nature and content of the Agreement confidential and will not disclose any details relating to it without the written approval of BRABANT ALUCAST.</p> <p>10.2 Supplier undertakes to treat as confidential all data and information relating to or associated with the company, clients, products, operations and organisation of BRABANT ALUCAST that comes to its attention within the context of the performance of the Agreement, and to keep such data and information secret and not to use it for any purpose other than that for which it has been provided.</p> <p>10.3 Supplier also undertakes to impose the same confidentiality obligation on employees and/or subcontractors who are directly or indirectly involved in the performance of the Agreement and will ask them to sign a non disclosure agreement.</p> <p>10.4 Supplier will ensure that the non disclosure agreement imposed on employees and/or subcontractors will remain in force after the end of the employment relationship or agreement.</p> <p>10.5 BRABANT ALUCAST is at any time authorized to demand that employees and subcontractors of the Supplier sign a non disclosure agreement. If the signing of such a statement is refused, this will be regarded as a neglect by the Supplier and BRABANT ALUCAST may refuse to allow the persons concerned to be involved in the (performance of the) Agreement.</p>
<p>11. Publicity</p> <p>11.1 Unless Supplier has received written approval from BRABANT ALUCAST, Supplier is not permitted to undertake any publicity relating to this Agreement, or to make use of BRABANT ALUCAST's name, logo or house style for advertising purposes or for other publicity activities.</p>
<p>12. Dissolution</p> <p>12.1 BRABANT ALUCAST has the right to dissolve the Agreement with immediate effect by sending a registered letter to the Supplier if:</p> <ul style="list-style-type: none"> • Supplier is in default and fails to rectify the situation within a reasonable period, after having been issued with a reminder by or on behalf of BRABANT ALUCAST; • Supplier files for a moratorium on payments; • A petition for bankruptcy is filed in relation to the Supplier or to a group company of the Supplier that is involved in the performance of the Agreement; • Supplier decides to terminate its operations or suspend its operations in full or in part; • Supplier no longer possesses the permits necessary to carry out its operations; • Supplier offers or has offered any kind of advantage to employees or representatives of BRABANT ALUCAST intended to influence BRABANT ALUCAST's decision-making; • There is a change in the control of the (company of the) Supplier.
<p>13. Applicable law/Disputes</p> <p>13.1 The Agreement will be governed exclusively by Dutch law. The applicability of the "United Nations Convention on the International Sale of Goods" (the "Vienna Sales Convention") is excluded.</p> <p>13.2 Any disputes between the parties will be referred to the competent court in 's-Hertogenbosch.</p> <p>13.3 In the event of a difference of opinion concerning the content or interpretation of these conditions, the Dutch original prevails over the English translation.</p>
<p>14. Force Majeure</p> <p>14.1 If the Supplier is prevented from meeting its obligations under the Agreement by force majeure, the provisions of article 6:75 of the Dutch Civil Code shall apply.</p> <p>14.2 In the event of force majeure as referred to in paragraph 1 of this article, Supplier must notify BRABANT ALUCAST in writing within 24 hours, stating the reasons. In addition, Supplier must make every possible effort to overcome the impediment and to limit any damage or loss.</p> <p>14.3 In the force majeure situation as referred to in paragraph 1 of this article, the obligations of both parties shall be suspended for the duration of this situation, with the exception of any obligations that can still be met.</p> <p>14.4 In a situation of this nature, BRABANT ALUCAST shall only be obliged to issue payments for those obligations under the Agreement that have been met.</p> <p>14.5 If the force majeure situation is going to last an unreasonably long period in view of BRABANT ALUCAST's obligations regarding its own client, BRABANT ALUCAST shall be entitled to dissolve the Agreement. In that case, Supplier shall refund all the instalments that it has already received from BRABANT ALUCAST.</p>
<p>15. Continuation of provisions</p> <p>11.1 The termination or dissolution of the Agreement will not release the parties from the provisions relating to attributable shortcomings and liability, indemnification, confidentiality, publicity, applicable law, the competent court and other obligations that, by their nature, are intended to continue after the Agreement ends.</p>

Additional conditions concerning the procurement of goods.
<p>16. Intellectual and industrial property rights</p> <p>16.1 Supplier guarantees that BRABANT ALUCAST will have free and undisturbed use of the goods delivered, that it is authorized to transfer the goods to BRABANT ALUCAST and that (use of) the delivered goods will not infringe any third-party rights, including intellectual and industrial property rights. It indemnifies BRABANT ALUCAST against any third-party claims resulting from the infringement of their intellectual and industrial property rights.</p> <p>16.2 The intellectual and industrial property rights relating to specifically for BRABANT ALUCAST developed goods belong to BRABANT ALUCAST and must be regarded as confidential information to which the confidentiality obligation under article 10 applies.</p> <p>16.3 As far as possible, Supplier transfers the rights referred to in paragraph 2 to BRABANT ALUCAST by entering into the Agreement, and undertake to cooperate in any transfer activities that are necessary in relation to these rights upon first request by BRABANT ALUCAST.</p>
<p>17. Inspection</p> <p>17.1 BRABANT ALUCAST is authorized to inspect the goods delivered within a reasonable period after delivery.</p> <p>17.2 If the Agreement relates to goods to be manufactured specially for BRABANT ALUCAST, BRABANT ALUCAST is also authorized at any time to inspect goods (or to have them inspected) during production, processing and storage.</p> <p>17.3 Upon first request, Supplier will grant BRABANT ALUCAST or its representative access to the production, processing or storage site. Supplier will assist in the inspection process free of charge.</p> <p>17.4 The acceptance by BRABANT ALUCAST of delivered goods does not affect any guarantees issued by the Supplier.</p>
<p>18. Packaging</p> <p>18.1 All goods for which no specific requirements have been set with regard to packaging and/or dispatch must be packaged soundly in customary commercial packaging that is suitable for transport, storage and transshipment and must be labelled on the outside of the packaging in accordance with BRABANT ALUCAST's instructions.</p> <p>18.2 At any time BRABANT ALUCAST has the right to request Supplier to remove transport and packaging materials or to return the transport and packaging materials to the Supplier at the latter's expense.</p> <p>18.3 If transport and packaging materials are processed or destroyed at the Supplier's request, this will take place at the Supplier's risk and expense.</p>
<p>19. Delivery of goods</p> <p>19.1 Supplier will deliver the goods in full and ready for use. Supplier will ensure that, among other things, all parts, auxiliary materials, auxiliary items, tools, spare parts, operating instructions, instruction books and other accessories that are needed to realise the objective stated by BRABANT ALUCAST are included in the delivery, even if they are not specifically referred to in the Agreement.</p> <p>19.2 BRABANT ALUCAST is authorized to refuse early delivery. Partial deliveries are only permitted after written approval has been obtained from BRABANT ALUCAST.</p> <p>19.3 Deliveries will only be made to the agreed location, under the ICC Incoterms condition "DDP".</p> <p>19.4 BRABANT ALUCAST will have free use of the enclosed documentation, including the right to duplicate it for its own use.</p> <p>19.5 In the event that the delivered goods are rejected, Supplier will recollect the rejected goods within 5 working days upon first request by BRABANT ALUCAST and will ensure that the rejected goods are repaired or replaced.</p> <p>19.6 If Supplier fails to recollect the rejected goods within 5 working days after notification from BRABANT ALUCAST, BRABANT ALUCAST will have the right to return the goods at the Supplier's expense.</p>
<p>20. Transfer of ownership/Transfer of risk/Unencumbered delivery</p> <p>20.1 The ownership of and risk relating to goods to be delivered is transferred at the moment the goods are physically delivered and an authorized BRABANT ALUCAST employee has signed for their receipt.</p> <p>20.2 The goods will be delivered unencumbered and free of third-party rights.</p>
<p>21. Guarantees</p> <p>21.1 Supplier guarantees that the goods:</p> <ul style="list-style-type: none"> • Are new, free of defects and of good quality; • Are suitable for the intended use for which they have been delivered; • Comply with all applicable legislation, regulations and with standards employed within the industry, including in relation to quality, environment, safety, health and CE markings. <p>21.2 The guarantee period will remain in force for at least twelve months following delivery, unless a longer period is agreed. Supplier remains liable for hidden defects that become apparent after this period. The expiry of the guarantee period does not affect the rights that BRABANT ALUCAST can otherwise derive from the law or from the Agreement.</p> <p>21.3 In all cases the guarantee will require the Supplier to rectify any defect reported by BRABANT ALUCAST as quickly as possible at its own expense (including all incidental expenses like dismantling, re-installation, recollection etc.). The full guarantee period will enter into effect again for replaced or repaired goods or parts.</p> <p>21.4 If the manufacturer or importer of goods delivered to BRABANT ALUCAST by the Supplier issues a further-reaching or more extensive guarantee relating to these goods, this guarantee will continue to apply in addition to the guarantee issued by the Supplier, and BRABANT ALUCAST may also make claims against the Supplier under this guarantee.</p>



Additional conditions relating to work/services
<p>22. Additional work</p> <p>22.1 Additional work must always be reported beforehand to BRABANT ALUCAST and agreed to in writing.</p>
<p>23. Working conditions/worksites/premises</p> <p>23.1 Prior to commencing performance of the Agreement, Supplier must make sure that it is aware of the circumstances on the business premises/property where the work must be carried out and that might have an impact on the performance of the Agreement.</p> <p>23.2 Costs resulting from any delay in the performance of the Agreement caused by conditions as referred to under paragraph 1 are at the expense and risk of Supplier.</p> <p>23.3 Goods stored by Supplier and/or third parties on the worksite/premises of BRABANT ALUCAST are at the Supplier's risk.</p>
<p>24. Work on the BRABANT ALUCAST site/in BRABANT ALUCAST buildings</p> <p>24.1 Supplier will ensure that its presence and the presence of its personnel on the BRABANT ALUCAST site and in BRABANT ALUCAST buildings will not form a hindrance to BRABANT ALUCAST and third parties in continuing their work undisturbed.</p> <p>24.2 Supplier must provide its personnel with identity cards from which, besides the identity of the person in question, it is also apparent that this person is carrying out work for or on behalf of Supplier.</p> <p>24.3 Prior to commencing performance of the Agreement, Supplier and its personnel must acquaint themselves with the rules, regulations and code of conduct in force on the BRABANT ALUCAST site and buildings relating to, among other things, health, safety and environment. Supplier and its personnel shall conduct accordingly.</p> <p>24.4 BRABANT ALUCAST will make a copy of the above-mentioned rules and regulations available to Supplier at its request.</p> <p>24.5 Supplier is obliged to take the required measures in accordance with legislation and regulations that apply to the work in question as well as to comply with instructions, requirements and directions from BRABANT ALUCAST or government agencies.</p> <p>24.6 Each day Supplier shall remove waste and packaging material from the worksite.</p>
<p>25. Personnel</p> <p>25.1 Personnel employed by Supplier for the performance of the Agreement will meet the general requirements of professional competence and expertise and any particular requirements which may be set by BRABANT ALUCAST.</p> <p>25.2 If, in the opinion of BRABANT ALUCAST, any personnel are deemed to be insufficiently qualified, or if, in the opinion of BRABANT ALUCAST, the behavior or quality of the personnel makes the deployment of such personnel undesirable, BRABANT ALUCAST has the authority to demand replacement of this personnel and Supplier is obliged to make the replacement without delay. In this case, BRABANT ALUCAST is entitled to refuse the personnel concerned access to BRABANT ALUCAST's buildings and sites.</p> <p>25.3 Supplier is responsible for the safety of the workers and subcontractors under its supervision. Supplier is to provide personal protective gear for its staff.</p>
<p>26. Records of time worked</p> <p>26.1 At BRABANT ALUCAST's first request, Supplier must provide BRABANT ALUCAST with the records of man hours worked for all personnel that are deployed by Supplier for the performance of the Agreement.</p> <p>26.2 Should there be a discrepancy between the records provided by the Supplier and BRABANT ALUCAST's records of hours worked on BRABANT ALUCAST's site, the data held by BRABANT ALUCAST will be decisive.</p>
<p>27. Equipment and materials</p> <p>27.1 BRABANT ALUCAST has the authority to inspect and test all equipment and materials to be used by Supplier for the performance of the Agreement.</p> <p>27.2 Supplier will provide all equipment and materials necessary for the work to be carried out. These must be of good quality and meet the applicable legislation and regulations.</p> <p>27.3 Supplier may only use BRABANT ALUCAST's equipment and materials with the permission of BRABANT ALUCAST. Usage is at Supplier's risk, where Supplier will return equipment used in the condition in which it was received.</p>
<p>28. Responsibility for tax and social security contribution</p> <p>28.1 Supplier guarantees to BRABANT ALUCAST that the income tax and social security contributions of the personnel deployed for the Agreed Performance will be deducted and paid.</p> <p>28.2 If requested, Supplier will produce written evidence of the payment of tax and social security contributions in connection with the Agreed Performance.</p> <p>28.3 If use is made of "self-employed persons without personnel" for the performance of the Agreement, the Supplier will always have copies of the "Working relationship declarations" [Verklaringen Arbeidsrelatie] that apply to the period in question available for these individuals and will also impose this obligation on any subcontractors.</p>
<p>29. Option to use guarantee account or direct payment of wage tax and social security contributions</p> <p>29.1 Contrary to the stipulations under article 8 and without prejudice to the guarantee contained in article 28.1, BRABANT ALUCAST has the right to pay a portion of the amounts charged by Supplier either into a guarantee account of Supplier or directly to the body responsible for receiving income tax and social security contributions. If BRABANT ALUCAST states that it wishes to make use of this right, the Supplier will immediately provide the details required for payment.</p> <p>29.2 When invoicing for a period, Supplier will provide BRABANT ALUCAST with an overview of the income tax and social security contributions to be paid for each employee over the period, including their Tax and Social Security (SOFI) numbers.</p>