

## **GENERAL PURCHASE CONDITIONS ENGINEERING SYSTEMS N.V.**

**Scope.** These conditions of purchase apply to all orders of Engineering Systems N.V. or any of its affiliated companies (hereafter ES) for the supply of goods and/or services. Any terms and conditions of the Supplier to the contrary shall not apply, unless the Supplier specifically states in writing that such terms apply and ES acknowledges this in writing.

**Order.** All offers are without obligation, unless the offer expressly indicates otherwise. The purchase order number will be mentioned on all products delivered by package or parcel and on all related dispatch notes and invoices of Supplier. Only written orders stating PURCHASE ORDER are valid. ES retains the right, in case it disagrees with the contents of the confirmation of order, to revoke the order. ES shall have the right, from time to time during the execution of the order, by amendment to the order, to direct the Supplier to add or omit, or otherwise vary the goods, and Supplier shall carry out such variations and be bound by the same conditions. Supplier can only change the order of ES in writing. Any oral modification by the Supplier must be confirmed in writing.

**Delivery.** The order will contain a date of delivery, which shall be a material term of the order. Partial deliveries may be rejected unless ES has agreed to such deliveries. In case of a threatening delay in delivery, ES shall be immediately informed in writing, stating reasons and estimated length of delay. In the event of (announcement of) late delivery, ES shall be entitled, automatically and without notice of default at its discretion, either to cancel the order or the contract in whole or in part without any cost or to insist on immediate execution of the order, and/or apply a penalty of 1 % of the amount of delayed goods or services for each full week delay. Parties hereby expressly agree that said penalty is deducted from the relevant amount invoiced and/or claim all extra costs due to the delay in delivery. The mere fact that ES accepts a late delivery does not imply that ES will renounce claims.

**Transport.** The goods shall be at the Supplier's risk until delivered to ES. All goods supplied must be adequately protected against damage and deterioration in transport. When agreed that costs of transport/shipment will be borne by ES, Supplier must obtain prior approval from ES on costs of transport/shipment. In such case, the entire order (i.e. everything listed on the same purchase order) should be sent as a single consignment, unless otherwise agreed. If a Shortage in stock or any other reason causes an order (all goods listed on the same purchase order) to be sent in several shipments, only the shipment costs for sending the first part of the order will be borne by ES. Extra costs for priority deliveries, arising from late Shipments will not be reimbursed.

**Termination.** ES shall have the right to cancel the contract (in whole or in part) without cause at any time by giving written notice to Supplier whereby ES shall pay to Supplier such proportion of the price as may be fair and reasonable having regard to the work performed and on such payments no further sums will be due. Without prejudice to any other rights or remedies of ES, it shall be entitled to terminate (in whole or in part) this and any other contract immediately if (i) Supplier makes or proposes any voluntary arrangement with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation (ii) Supplier commits any breach of this or any other contract whenever made between Supplier and ES; (iii) Supplier becomes unable to satisfy its debts as they fall due or ceases or threatens to cease to carry on business.

**Assignment.** The Supplier shall not assign or contract any of its rights or duties under the Order without the prior written authorization of ES. Where permission is given, the Supplier shall remain responsible for the performance of the Order.

**Prices - payment.** Unless otherwise agreed, all prices shall be fixed for the duration of the contract, inclusive of carriage, packaging and certification (where applicable) but exclusive of import duty or VAT. Payments will be made within 60 days end of month, upon receipt of invoice. This payment period will be immediately suspended in case the invoice is contested. ES is entitled to set off the purchase price payable against counterclaims, particularly those resulting from penalty, damages or warranty. Payment may be delayed if the Supplier fails to mark ES's order number on the consignment, package packing notes, invoices and all other correspondence.

**Conformity.** Supplier guarantees that the products delivered conform to the specifications; are new and fit and sufficient for the purpose for which they are intended; comply with all relevant laws, safety regulations and standards. Supplier guarantees that full legal title of ownership is transferred to ES and that no right of any third party is infringed. Supplier will hold ES harmless from and against all possible claims in this respect. ES is under no obligation to inspect goods on conformity at the moment of delivery, nor to immediately notify of any defects. In case of a defective product, ES may, at its discretion, demand either the cancellation of the order, or delivery of proper goods or reduction in the price. When goods are rejected, they will be returned at the Supplier's risk and expense.

**Governing law and jurisdiction.** These purchase conditions and the applications thereof are governed by Belgian law or at ES's option the United Kingdom law. Parties expressly exclude the application of the UN Convention for the International Sale of Goods. Only the competent courts of the judicial area of the registered office of ES have exclusive jurisdiction.

**Confidentiality and Intellectual Property** Unless agreed upon differently in a (mutual) confidentiality or (mutual) non-disclosure agreement:

At all times prior to, during, and after an Order, Supplier shall (i) maintain the confidentiality of any information disclosed by ES or any of its parents, subsidiaries, affiliates, customers, and contractors, including but not limited to any technical, process or economic information derived from drawings, specifications and other data furnished by ES in connection with an Order, whether or not identified as "confidential" upon disclosure ("Confidential Information"); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than its employees for whom such knowledge is essential for performance of an Order; and (iii) not use Confidential Information except for performance of an Order. Supplier shall immediately notify ES of any disclosure of any Confidential Information that is not permitted by these Terms and Conditions or other misuse of any Confidential Information or breach of these Terms and Conditions. Except as required for the efficient performance of an Order, Supplier shall not use such information or make copies or permit copies to be made of such drawings, specifications, or other data without the prior written consent of ES and may not sell to any third party any Supplies which are constructed with or incorporate such information disclosed to Supplier, or reversed engineered from the Supplies. If any copies are made with prior consent, notice referring to the requirements of this Subsection shall be placed on the copies. Without limiting the direct liability of Supplier's employees and others who may have received Confidential Information directly or indirectly from Supplier, Supplier shall be responsible for the improper disclosure or other misuse of Confidential Information by Supplier's employees and others, and Supplier shall immediately take such steps as may be necessary to terminate any continuing improper disclosure or misuse by any of Supplier's employees and others of which Supplier becomes aware. ES makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information. ES may, at its sole discretion, elect at any time, by written notice to Supplier, to terminate Supplier's further use of Confidential Information for any purpose. Upon receipt of such notice, Supplier shall, and shall cause Supplier's employees to, promptly cease all further use of Confidential Information, return to ES all physical materials containing Confidential Information, whether the materials were originally provided by ES or copied or otherwise prepared by Supplier or any of Supplier's employees, and erase or otherwise destroy any Confidential Information kept by Supplier or any of Supplier's employees in electronic or other non-physical form. Such termination by ES shall not affect Supplier's continuing obligations in this Subsection. If the parties have signed a separate non-disclosure or confidentiality agreement, the terms of that agreement shall take precedence over the terms of this section.

Supplier at its expense shall defend, indemnify and hold harmless ES and its successors, assigns, Customers, and users with respect to every claim that may be brought against ES or others that use the Supplies, for any actual or alleged infringement of any present or future patent, copyright, industrial design right or other proprietary right based on Supplier's activity under an Order, or the manufacture, sale, or use of the Supplies (i) alone; (ii) in combination by reason of their content, design or structure; or (iii) in combination in accordance with Supplier's recommendations. Supplier shall investigate and defend or otherwise handle every such claim, and at ES' request, assist ES in ES' investigation, defense, or handling of any such claim. Supplier shall pay all expenses and damages or settlement amounts that ES and others selling ES' products or using the Supplies of an Order may sustain by reason of each such indemnified claim. If the use or sale of the Supplies is enjoined, Supplier shall, at its own expense and at ES' option, either: (i) procure the right to continue using the Supplies; (ii) replace same with a non-infringing equivalent; or (iii) remove the Supplies and refund the purchase price and the transportation and installation costs thereof. Supplier's obligations shall apply even though ES furnishes all or any portion of the design and specifies all or any portion of the processing used by Supplier.

TENZIJ TEGENBERICHT GAAN WIJ ER VAN UIT DAT DEZE ALGEMENE AANKOOPVOORWAARDEN DUIDELIJK EN BEGREPEN ZIJN. MOCHT DIT NIET HET GEVAL ZIJN, DAN KUNT U EEN NEDERLANDSE VERSIE ERVAN BIJ ENGINEERING SYSTEMS N.V. AANVRAGEN

除非提出完全相反的意见，我们将这些通常的采购条件视为清晰和被理解的。如果不是这样的情形，你可以向ENGINEERING SYSTEMS N.V.要求一个中文版本。

VISSZAJELZES, CAFOLAT HIANAYABAN UGY TEKINTJUK, HOGY AZ ALTALANOS VASARLOI, BESZERZESI FELTETEEK VILAGOSAK ES EGYERTELMUEK.AMENNYIBEN NEM IGY LENNE, A ENGINEERING SYSTEMS N.V.-TOL KERHET MAGYAR VERZIOT.