



euro-silo
distribution center

GENERAL PURCHASE CONDITIONS



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1. DEFINITION

<u>Euro-Silo:</u> with	Euro-Silo NV, storage and transshipment company located at J. Kennedylaan 19, 9000 Ghent, Belgium trade register number Ghent 99388 & company number BE 0406.057.836 and with terminals at locations Sifferdok 0965A (Geraard van den Daelelaan 20) and Rodenhuizendok 4750A (Pleitstraat 3).
<u>Supplier:</u>	Any supplier of Euro-Silo, a natural or legal person, which has received an order from Euro-Silo and which delivers goods or services in response to an order resulting from an offer, during an intervention or in response to a distress situation.
<u>Agreement:</u>	Agreements laid down in writing between Euro-Silo and supplier regarding the delivery of goods or services. An agreement results in a short-term or long-term assignment. If an agreement is concluded on a long-term basis, and there would be rate or price adjustments within this term, these must be communicated to Euro-Silo in good time (before the supplier draws up the interim invoice). Only upon the agreement of both parties will the prices on the current agreement be adjusted and sent to the supplier for confirmation.
<u>Delivery:</u>	Includes the set of actions aimed at transferring a good or service from the supplier's assets into Euro-Silo's assets.
<u>Parties:</u>	Euro-Silo and the supplier.

2. GENERAL

The **General Purchase Conditions** form part of every order placed by Euro-Silo; Euro-Silo acts in this respect as buyer or client. The conditions also govern the legal relationships between the parties at the quotation request stage. General terms and conditions - by whatever name - of the supplier do not apply and are hereby rejected in advance. Terms and conditions other than these General Purchase Conditions may form part of a specific agreement if and insofar as both parties have agreed to this in writing. Amendments to an agreement or order shall not affect the applicability of the General Purchase Conditions. If one or more provisions of the General Purchase Conditions are null and void or annulled, the remaining provisions of these General Purchase Conditions shall remain in force. The supplier is deemed to have explicitly agreed to the General Purchase Conditions, or to any amended version of these General Purchase Conditions. In case of conflict, the specially agreed written conditions shall prevail over these General Purchase Conditions.

Only the Dutch language version of the General Purchase Conditions may be regarded as the only applicable version.

3. CONCLUSION OF AN AGREEMENT

An agreement is concluded by acceptance of the supplier's offer or the agreement with the supplier. An offer by the supplier - whether with binding force or not - cannot be revoked after written acceptance by Euro-Silo. Acceptance of an agreement can only be made by written acceptance by Euro-Silo of an offer, a contract or other forms of quotations and agreements. Unless otherwise agreed, the content of the agreement is only determined by Euro-Silo's order - possibly referring to agreements made in the form of an offer, agreement and previously made price agreements.

Written order confirmations will only be delivered in PDF format and to the following e-mail address:
aankoop@eurosilo.be

4. AMENDMENTS TO AN AGREEMENT

At the request of Euro-Silo, the supplier shall effect any changes in the scope and/or quality of the goods or services to be supplied as indicated by Euro-Silo, provided that these changes are reasonably practicable. If, in the opinion of the supplier, a change has consequences for the agreed arrangements, prices and/or timing, he is obliged, before acting on the change, to inform Euro-Silo of this in writing as soon as possible - but no later than 5 working days after notification of the requested change. If these consequences for the order, the prices and/or the timing are unreasonable in the opinion of Euro-Silo, the parties shall consult on this. For these changes, the supplier will prepare an adjusted quotation, after which Euro-Silo will send an adjusted order form.

5. TRANSFER OF OBLIGATIONS

A supplier may **transfer** an obligation or right under an agreement **to a third party** only with the prior written consent of Euro-Silo. Conditions may be attached to this consent. In the event of transferring (part of) the obligations or rights under an agreement/order to a third party, the supplier is obliged to inform Euro-Silo of this, as well as of the additional and/or different conditions that may be associated with it.

6. PRICES AND PRICE REVISIONS

The prices stated in Euro-Silo's agreement are always exclusive of VAT and inclusive of all costs necessary for the execution of the order and apply as fixed prices, unless Euro-Silo gives instructions to amend the agreement. Only the prices as stated in the agreement are binding. Prices are always in Euro, unless otherwise agreed. Additional costs for which Euro-Silo has not given prior written approval shall not be accepted. The possibility of renegotiation pursuant to Article 5.73 of the Civil Code is excluded. Euro-Silo reserves the right to require a **bank guarantee** from the supplier at any time as security for compensation in the event of non-compliance. This bank guarantee will be provided by one of the major Belgian banks on behalf of the supplier. Future price changes, market developments and changes in conditions shall be reported to Euro-Silo by the supplier in writing without delay and cannot take effect until written consent has been obtained from Euro-Silo.

7. INVOICING AND PAYMENT

The supplier's invoice contains at least the following items:

- Euro-Silo order number
- Company details (name, address, VAT no, Chamber of Commerce no, bank account number) of the supplier
- Company details (name, address, VAT no, Chamber of Commerce no) Euro-Silo
- Invoice date
- Unique invoice number of the supplier
- Specification of the goods and/or services delivered with the agreed prices, excluding VAT (cfr Article 6.). In the case of services, the time period shall also be required.

Invoices without a valid Euro-Silo order number will not be processed. Euro-Silo only accepts invoices that have been delivered digitally - in PDF format - to the following e-mail address: invoices@eurosilo.be

The supplier agrees that his invoices may be processed electronically as soon as both parties have the necessary means at their disposal and in any case as soon as this obligation is imposed by the FPS Finances Belgium. Before putting an invoice up for payment, Euro-Silo will check its content with the received delivery note and order confirmation (if received from the supplier). Payment of the invoice - including VAT - will take place 30 days after receipt of the invoice. Late payment without a valid reason shall incur interest at an annual rate of 3.5%; no other penalties shall apply. Payment of the invoice does not imply acceptance of the goods or services delivered. If it should later turn out that the delivery was not properly executed, the supplier shall take the necessary steps to still complete the delivery - within the framework of the previously drawn up agreement. Euro-Silo shall also be entitled to suspend payment if shortcomings in delivery/prices/conditions/invoices are detected straightaway. Euro-Silo reserves the right to reduce the invoice amount by amounts that the supplier might owe to Euro-Silo. Payment by Euro-Silo in no way implies a waiver of rights.

8. DELIVERY

8.1 GENERAL PROVISIONS

The supplier will ensure that the delivery is in accordance with the description, requirements, quality and size according to the order and/or the agreement, is free of material and/or production faults, is suitable for the intended purpose, meets the legal requirements and other governmental regulations as well as the requirements of the **safety and quality standards** applied within Euro-Silo (cf.: [Certificates, memberships & procedures | Euro-Silo \(eurosilo.be\)](#)). Delivery takes place at the agreed place, as stated in the agreement and, if applicable, according to the agreed time. **DAP Euro-Silo Terminal (Rodenhizedok or Sifferdok)** is the standard Incoterm 2020, unless otherwise agreed.

In case of late or incomplete delivery, Euro-Silo is entitled - at its discretion - without any notice of default, either to deduct from the invoice the value of **the non-delivered** part or the delayed part of the goods, or to cancel the entire delivery or the non-delivered part of the goods. In the event of full cancellation, the goods already delivered shall be returned at the supplier's risk and expense, or collected by the supplier, at his own expense. Euro-Silo is entitled to return a non-agreed delivery or partial delivery, delivered without prior notice, at the supplier's risk and expense. If the goods delivered do not satisfy Euro-Silo's requirements and are thus rejected, the supplier shall ensure repair or replacement of the goods delivered within 5 working days. If the supplier fails to fulfil this obligation within this set period, Euro-Silo is entitled to purchase the required goods from another party, or to take measures itself or to have measures taken by a third party at the expense and risk of the supplier.

The supplier shall cooperate with **the inspection** free of charge. If after an inspection Euro-Silo has good grounds to fear that the supplier will fail to comply, the supplier is obliged - in the form requested by Euro-Silo - to provide security and to supplement this if necessary. If the goods or services do not appear to meet the quality requirements of these General Purchase Conditions, the supplier, at Euro-Silo's first demand, shall at its expense repair or replace the goods or services - at Euro-Silo's discretion-, unless Euro-Silo prefers dissolution of the agreement with compensation to be paid to Euro-Silo.

8.2 DELIVERY OF GOODS

8.2.1. DELIVERY TIMES - PACKAGING

The following opening hours apply to goods to be delivered to Euro-Silo's warehouses: **Monday to Friday from 08:00 to 12:00 and from 12:30 to 15:00, except on public holidays.**

The goods should be **packed** - at no extra cost - with a minimum of material, in such a way that they can reach the destination in good condition.

8.2.2. DOCUMENTATION

All drawings, calculations, diagrams and other documents for the purchase of specific goods will be sent to Euro-Silo on paper and digitally for review at Euro-Silo's request so that the exact goods required can be purchased. Where the law so requires and/or at Euro-Silo's request, when purchasing goods of specific article groups (safety, tools, etc.), the necessary operating and maintenance instructions, parts books and other relevant documents (including inspection reports and certificates, CE certificates, etc.) will have to be supplied on paper and/or digitally by the supplier.

8.2.3. DELIVERY TIME

The supplier is assumed to deliver the goods to Euro-Silo within a period of 1 week after receiving the order form, unless otherwise described on quotation and/or order confirmation. At the express request of Euro-Silo, it may be agreed with the supplier to deliver faster. In the event that goods are delivered at a time other than as described above, Euro-Silo is entitled to refuse these goods and to withdraw from all obligations arising from this, such as compensation for damages, invoices, etc.

8.2.4 GUARANTEE

The supplier guarantees that the goods delivered comply with what is described in the order, as well as that the goods are complete and ready for use. He shall ensure that, inter alia, all parts, auxiliary materials, accessories, tools, spare parts, operating instructions and instruction manuals necessary for the use of the goods are supplied, even if they are not mentioned by name. The supplier guarantees that the delivered goods comply with all relevant legal provisions concerning, inter alia, quality, environment, safety and health.

If Euro-Silo observes that the delivered goods do not comply with all or part of the above, the supplier shall be in default.

The **guarantee period** is one year unless a longer guarantee period is agreed by contract. Within this period, the supplier undertakes to repair or remedy all occurring defects, malfunctions, etc... immediately and entirely at its own expense.

If the supplier is in default, Euro-Silo is entitled to carry out the necessary repairs or have them carried out by third parties at the supplier's expense and risk.

8.2.5. LIABILITY

The supplier is **liable** for all direct and indirect damages; as well as potentially incurred property damage that may arise from the use of the goods purchased from him. Exclusions of liability or limitation of liability to a given amount are not accepted.

8.2.6. TRANSFER OF OWNERSHIP

Ownership of the goods passes from the supplier to Euro-Silo at the following time:

- upon receipt by Euro-Silo of the delivery; or
- in case of goods taken in stock at the supplier's own premises, at the time the goods are taken in stock; and
- in any case at the latest when the goods were paid for by Euro-Silo.

The **risk** (of loss or damage) only passes when the goods have been delivered to Euro-Silo's premises or warehouses and Euro-Silo has signed for receipt of the goods.

8.2.7. CANCELLATION

Euro-Silo may cancel all or part of an order. In doing so, there will be a settlement between the parties for goods already delivered.

8.3 PROVISION OF SERVICES

The supplier is obliged to carry out the work in accordance with the order issued, together with any accompanying documents, such as drawings, specifications and work descriptions.

The supplier shall not omit any delivery of services or goods that are necessary and/or customary for the proper functioning of the installations or that are necessary for the correct execution of the work.

Irrespective of the content of the order issued, the supplier remains fully responsible for the correct operation of the installation as well as the work to be carried out, and shall not be able to rely on inadequacies in drawings, specifications or in the work description supplied by Euro-Silo or on behalf of Euro-Silo. **Deviations** that impede the correct execution of the work should be reported to Euro-Silo immediately and will be resolved in consultation.

Before or during the execution of the work Euro-Silo is entitled to **change the order** regarding the work to be carried out, choice of materials and the parts to be used.

If these **changes** mean additional work, this work shall only be accepted for payment if Euro-Silo has given a written order for this and the costs of the additional work have been agreed between Euro-Silo and the supplier prior to carrying out this work according to quotation and additional order form.

The above also applies in the case of reduced work. The costs saved will be deducted from the contract sum.

If the additional or reduced work affects the delivery time, this will - as far as possible - be stated prior to the tender or simultaneously with the quotation.

If **the delivery date is exceeded** as a result of culpable delay on the part of the supplier, the supplier shall be liable - counting from the 8th calendar day after the agreed delivery date - to pay liquidated damages of 0.5% per day of the total contract price (including additional or less work) up to a maximum of 50% of the contract price. The liquidated damages shall be due and recoverable regardless of the actual damage suffered by Euro-Silo. This applies without prejudice to Euro-Silo's additional right to claim the damage actually suffered. If possible, the fixed compensation due will be deducted from any outstanding payments. If the delivery date is exceeded by more than 3 weeks, Euro-Silo is entitled to cancel the agreement and claim compensation. Ownership of work (where applicable) shall pass to Euro-Silo after acceptance of delivery by Euro-Silo.

During the time of execution of the work on Euro-Silo premises and installations, the **'Safety and Environmental Regulations'** of Euro-Silo always apply (cf.: [Certificates, memberships & procedures | Euro-Silo \(eurosilo.be\)](#)). Relevant information can always be obtained from Euro-Silo's QHSE department.

8.3.1. DOCUMENTATION

All drawings, calculations, schedules and other documents will be sent on paper and digitally to Euro-Silo for assessment. In case of as-built, these documents will be handed over to Euro-Silo after the execution of the works and this before the payment of the last installment by Euro-Silo. These documents are and remain the property of Euro-Silo, also with regard to their intellectual property. The supplier guarantees the free and undisturbed use by Euro-Silo of the delivered goods. He indemnifies Euro-Silo against the financial consequences of claims by third parties for infringement of their intellectual and industrial property rights. The supplier is entitled to use the information provided by Euro-Silo, exclusively in connection with the agreement. This information is and remains the property of Euro-Silo. The approval of the documentation by Euro-Silo does not relieve the supplier of his responsibility to ensure the proper execution of the order. Delivery also includes providing all final drawings, calculations, diagrams, operating and maintenance instructions, parts books with the corresponding revision periods, advice on the spare parts to be purchased and other relevant documents (including inspection reports and certificates, CE certificates, etc.) on paper and digitally. After delivery, intellectual property passes to Euro-Silo at all times. If applicable, PLC programmes, etc. should also be supplied in such a way that they are accessible to Euro-Silo. Euro-Silo is free to use this documentation, including multiplying it for its own use.

8.3.2. PLANNING

The supplier shall - unless otherwise agreed - submit a detailed time and work schedule to Euro-Silo for approval within two weeks of the written order. Any disruptions and/or interruptions to Euro-Silo's operations should be included in this planning. The supplier shall do everything in its power to follow and comply with the approved planning.

8.3.3. ASSEMBLY AND REALISATION

The assembly, realisation and execution of the work shall be carried out under the sole responsibility of the supplier, although Euro-Silo may supervise. The supplier shall - unless otherwise agreed - provide its own tools, auxiliary vehicles and any other auxiliary equipment necessary for the work, such as assembly cranes, etc... Euro-Silo may - in consultation - provide equipment against payment of costs. At the supplier's request, Euro-Silo will supply electricity and water free of charge from connection points to be designated by Euro-Silo. The supplier shall take care of the necessary connection material.

The supplier himself is responsible for the soundness and safety of all tools, auxiliary equipment, materials, etc. to be used by him, even if they belong to subcontractors or third parties. (see: [Certificates, memberships & procedures | Euro-Silo \(eurosilo.be\)](#))

Surveillance of the work, object or installation under construction, including the equipment, tools and materials in use therein, is entirely at the supplier's expense and risk. **Euro-Silo does not accept any liability for damage, theft or loss.**

8.3.4 GUARANTEE

The supplier guarantees that the goods and any installation/assembly thereof comply with what has been agreed; as well as that the goods are entirely complete and ready for use. He shall ensure that, inter alia, all parts, auxiliary materials, auxiliary parts, tools, spare parts, user instructions and instruction manuals, which are necessary for the realisation of the purpose indicated by Euro-Silo in writing, are supplied; even if they are not mentioned by name. The supplier guarantees that the delivered goods comply with all relevant legal provisions concerning quality, environment, safety and health, among other things.

If Euro-Silo observes that the delivered goods do not comply with all or part of the above, the supplier shall be in default, unless he can prove that the shortcoming cannot be attributed to him due to invincible ignorance.

The **maintenance guarantee period** is fixed at 6 months starting from the day after the definitive delivery. Within this period, the supplier undertakes to repair or remedy all occurring defects, malfunctions, etc., immediately and entirely at its own expense and risk. Furthermore, the supplier guarantees the design, the sound good construction and the good, correct operation and capacity of the work for **a period of 12 months** after the definitive delivery.

If the supplier is in default, Euro-Silo is entitled to carry out the necessary repairs or have them carried out by third parties at the supplier's expense and risk.

The supplier undertakes **for at least 10 years** after delivery to immediately repair or remedy all occurring defects, malfunctions, etc... and to supply parts at market prices.

The supplier shall **keep** the existence, nature and content of the agreement as well as other business information **confidential and shall not disclose anything relating thereto** without the written consent of Euro-Silo. The supplier is obliged to impose these obligations on all subordinates and third parties, who necessarily become aware of them in connection with the execution of the agreement, and guarantees that such subordinates and third parties comply with these obligations.

8.3.5. LIABILITY

(cf.: [Certificates, memberships & procedures | Euro-Silo \(eurosilo.be\)](#))

The supplier shall be **liable** for all direct and indirect damages that may arise in connection with the performance of the obligations under the contract. These obligations expressly include the obligation to take the necessary measures to prevent damage or any injury that may arise or be inflicted on equipment and/or personnel who are on Euro-Silo's premises in connection with the performance of the agreement. Euro-Silo shall be indemnified by the supplier against all financial consequences thereof, as well as against **third party claims** in any connection with the performance of the supplier's obligations arising from the agreement. Euro-Silo is entitled to require the supplier to take out insurance to cover the risks. At Euro-Silo's first request, the supplier is obliged to allow inspection of the relevant policy or policies.

If the supplier states that one or more of his shortcomings are not attributable to him and Euro-Silo accepts this statement, Euro-Silo is nevertheless entitled to dissolve the agreement. In such a situation, neither party shall be able to claim any damages from each other.

Exclusions of liability or limitation of liability to a given amount will not be accepted.

8.3.6. TRANSFER OF RISK AND OWNERSHIP

Ownership of the goods transfers to Euro-Silo after they have been assembled or installed, if necessary, and approved by Euro-Silo, and in any case at the latest when the goods have been paid for by Euro-Silo.

If Euro-Silo makes materials such as raw materials, auxiliary materials, tools, drawings, specifications and software available to the supplier for the purpose of fulfilling its obligations, these remain the property of Euro-Silo. The supplier shall keep these separate from objects belonging to himself or third parties. The supplier shall mark them as Euro-Silo's property. If a third party claims any right and/or seizes or attaches these goods, the supplier shall inform the third party of Euro-Silo's ownership and shall inform Euro-Silo of the seizing and/or attachment immediately. Euro-Silo is at all times entitled to remove the goods belonging to it (or have them removed) from the place where they are located. The supplier irrevocably authorises Euro-Silo to enter the premises used by the supplier for this purpose. The moment materials such as raw materials, auxiliary materials and software of Euro-Silo have been processed in the supplier's goods, a new good has been created, the ownership of which belongs to Euro-Silo.

The risk of the goods passes to Euro-Silo at the time of delivery and subsequent approval of the goods by Euro-Silo.

9. OUTSOURCING OF SUPPLIES AND WORK TO THIRD PARTIES / SUBCONTRACTORS

(cf.: [Certificates, memberships & procedures | Euro-Silo \(eurosilo.be\)](#))

The supplier who accepts the agreement to deliver goods or to provide services remains fully responsible and liable for the correct execution of this agreement and/or the compliant delivery. This remains unaffected, even if the supplier has all or part of the agreement with Euro-Silo executed by third parties and/or engages other suppliers. Before the supplier decides to engage subcontractors and/or suppliers to perform the agreement, the supplier must have obtained written consent from Euro-Silo. Euro-Silo is entitled to request further business information on the subcontractor(s) or supplier(s) from the supplier and may refuse its consent without giving reasons.

10. LIABILITY OF EURO-SILO

Unless otherwise provided by mandatory law and subject to all exclusions or limitations of liability provided by law or by the contract, neither Euro-Silo, nor its directors, nor its employees, nor its (sub)contractors, nor its other auxiliary persons shall be liable in tort.

11. PLEDGE AND LIEN

Euro-Silo has a **pledge and lien** on all goods, documents and funds that it has or will have in its possession, for all claims it has or will have against the supplier.

12. DISSOLUTION OF THE AGREEMENT

Euro-Silo has the right to dissolve the agreement, or any subsequent agreement, without prior (or, where appropriate, without further) notice of default, unilaterally and without judicial intervention, in the following cases:

- In case of serious fault of the supplier, if this fault, after notice of default by Euro-Silo, has not been rectified within 8 days after this notice of default;
- in case of bankruptcy or suspension of payments, including in case of shutdown, liquidation, takeover or any similar situation of the supplier's business or in case of seizure under Euro-Silo at the supplier's expense.

Serious errors also include, but are not limited to:

- when any benefit has been or is offered or provided by the supplier or any of its subordinates to any person who is part of Euro-Silo or any of its representatives;
- when the supplier, without the express written approval of the management of Euro-Silo, employs employees of Euro-Silo or has them perform services whether or not for payment.



In the same cases, Euro-Silo also has the right to suspend the payment obligations and/or transfer the execution of the agreement in full or in part to third parties, without Euro-Silo being obliged to pay any compensation, without prejudice to any other rights it may have. All claims that Euro-Silo may have or shall acquire against the supplier in these cases shall be immediately due and payable in full. In the event of cancellation or dissolution of the agreement, there shall be a settlement between the parties for work already carried out and installations, materials and services delivered. Any instalments or fees already paid by Euro-Silo beyond what is actually due, as well as compensation due to Euro-Silo, shall be immediately recoverable and (re)paid to Euro-Silo. The supplier shall, at his own expense, take care of the removal of all that on which no consensus has been reached between the parties and which is not taken over by Euro-Silo.

13. TIME BAR

Claims under this agreement shall, as far as the delivery of goods is concerned, expire five years after delivery.

With regard to the supply of services including the supply of items within this service supply contract, claims under this contract shall expire five years after definitive delivery.

14. LAW AND COURT

Each agreement - of which these General Purchase Conditions form part - is governed exclusively by **Belgian law**.

The courts with seat in **Ghent** have exclusive jurisdiction.