

# **MUSTAD BELGIUM**

## **General Terms and Conditions of Purchase**

### **1. SCOPE – FORMATION OF THE CONTRACT – ENFORCEABILITY**

These General Terms and Conditions of Purchase (hereinafter “GTC”) apply to all contracts for the supply of goods and services (hereinafter “Products”) concluded between MUSTAD BELGIUM and its “Suppliers”, to the exclusion of all other conditions, regardless of the place of execution or payment. The application of MUSTAD BELGIUM's GTC is an essential condition for the formation of the supply contract. No deviation from these GTC shall be valid unless expressly agreed in writing by MUSTAD BELGIUM. In such a case, these GTC shall remain applicable on a supplementary basis.

### **2. ORDER**

The purchase order refers to the document titled “purchase order” issued by MUSTAD BELGIUM and sent to the Supplier for the provision of Products and/or services. Only such purchase orders shall be valid, regardless of whether they are sent by post, fax, e-mail, or any electronic means. Verbal orders are invalid. Prices, quantities, delivery times, and Incoterms are firm and may only be modified with MUSTAD BELGIUM's formal acceptance.

### **3. SUBCONTRACTING**

The Supplier shall not subcontract, assign, or transfer all or part of an order or change manufacturer or subcontractor without MUSTAD BELGIUM's prior written authorization. The Supplier remains solely responsible for proper performance under the agreed terms and conditions.

### **4. DELIVERY TIMES – ACCEPTANCE**

Delivery times stated on orders refer to the date when the Products or services are made available to MUSTAD BELGIUM at the address indicated on the purchase order. Failure to meet delivery deadlines entitles MUSTAD BELGIUM to suspend payment of the related invoices or any other pending orders. Each delivery must include a delivery note quoting the order number. Verification and acceptance of Products take place at our premises after delivery; the Supplier cannot consider our signature or stamp as final acceptance of conformity. Rejected Products will be held at the Supplier's disposal or returned at the Supplier's expense.

### **5. PACKAGING**

Packaging must adequately protect the Products until their final destination. Damages due to defective or inadequate packaging are borne entirely by the Supplier.

### **6. INSURANCE**

The Supplier must take out professional and product liability insurance with a reputable company and provide proof of coverage and premium payment upon request.

## **7. INVOICING AND PAYMENT TERMS**

Invoices must correspond to one order and be sent to the address on the purchase order. They must include the order number and detailed description. Unless otherwise agreed, payment will be made by bank transfer within 30 days from the end of the month of invoice issuance ("30 Days End of Month"). Partial invoices not agreed upon are invalid.

## **8. LATE PENALTIES**

Delivery times are binding. If exceeded, the Supplier shall owe a penalty of 5% of the invoiced price per week of delay, without notice, in addition to any further damages and/or cancellation of the order by MUSTAD BELGIUM.

## **9. WARRANTY**

The Supplier's warranty includes free repair or replacement of defective Products, including labor, travel, transport, and packaging costs. MUSTAD BELGIUM may also terminate the order in case of non-conformity. The Supplier is responsible for all defects, including those from subcontracted manufacturing, and shall indemnify MUSTAD BELGIUM against third-party claims.

## **10. INTELLECTUAL PROPERTY**

The Supplier guarantees that the Products and/or services do not infringe any intellectual property rights. Unless otherwise agreed, the Products must not include non-original components. The Supplier shall defend and indemnify MUSTAD BELGIUM against any infringement claims and bear all related costs.

## **11. ENVIRONMENTAL REQUIREMENTS – EU DIRECTIVES**

The Supplier guarantees that Products comply with EU safety and environmental regulations in force.

## **12. CONFIDENTIALITY**

The Supplier must keep all provided information confidential and not disclose any data concerning MUSTAD BELGIUM without written authorization. All documents, drawings, and samples remain MUSTAD BELGIUM's exclusive property.

## **13. TERMINATION**

Any breach of these GTC or order-specific terms, especially repeated delays or quality issues, may result in immediate cancellation of orders without prejudice to damages. Orders not accepted within 10 days may be canceled automatically.

## **14. DISPUTE RESOLUTION – GOVERNING LAW AND JURISDICTION**

Disputes shall first be settled amicably. Failing this, exclusive jurisdiction is granted to the courts of the judicial district where MUSTAD BELGIUM's registered office is located. All contracts are drafted in French and governed solely by Belgian law. In case of dispute, the language of proceedings is French.