

Article 1: Definitions

‘Order’ means any order for goods placed by the MBS purchasing department with a Supplier, which takes the form of a written and numbered purchase order.

‘Supplier’ means any natural person or legal entity (whether public or private) with whom MBS places an Order.

‘MBS’ means Machiels Building Solutions NV, with its registered office at 3500 HASSELT, Ekkelgaarden 16, and with company number 0816.885.696.

‘Force Majeure’ means any event over which MBS reasonably has no control, including but not limited to strikes, lockouts, delays or interruptions in transportation, acts of war, riots, fire, orders, decrees or regulations of the government or administration, inability to obtain natural gas and/or other fuels, supply difficulties, material shortages or lack of products for manufacturing, weather conditions that temporarily make the execution of the agreement difficult or impossible, errors or delays attributable to other suppliers of MBS, acts of third parties, one or more production defects in the material of another supplier of MBS, closure of company dumps, order cancellations by customers of MBS, regardless of whether these problems occur at MBS, its customers, or at another supplier from whom MBS obtains the goods, without MBS being obliged to demonstrate the impact thereof.

Article 2: General

These general purchase and execution conditions are an integral part of our Orders and appendices, as well as any additional document. They can be partially supplemented or replaced by special conditions regarding the modalities, delivery, and payment which are stated in writing on the purchase order itself. Unless specifically and in writing confirmed otherwise, all our Orders are subject to the following general conditions. Our general purchase and execution conditions automatically and irrevocably cancel the general conditions of our Suppliers, who are deemed to have waived their own general or special sales conditions by the mere fact of accepting our Order.

Any document sent to us as a result of our Order must mention the characteristics and the order number of our Order.

Article 3 : Acceptance of Orders

MBS is not bound by an orally placed Order. Our Orders are deemed to be confirmed by the Supplier by means of an order confirmation. This order confirmation must be received by MBS no later than 5 working days after the Order is sent. If an order confirmation is not received within this period, the Supplier declares to comply with all the conditions of MBS as stated in the Order.

Article 4: Specification - Modification - Termination

The subject of our Order must meet in detail the specifications communicated to the Supplier. In the absence of such specifications, the Supplier must request them. Unless otherwise specified on the purchase order, every delivered good must be new. Unless expressly agreed in writing, MBS cannot accept any changes, even partial, to the conditions and/or specifications of its Order during execution or manufacturing.

If the Supplier does not comply with these provisions, MBS reserves the right to cancel its Order in whole or in part. This termination is granted to MBS by law and does not affect the compensation that MBS may be owed due to the non-performance of the Order according to the condition.

Orders linked to forecast information provided by MBS's end customer may be subject to changes. MBS will communicate any changes to the Supplier as soon as possible but cannot be held liable by the Supplier for these changes.

Article 5: Execution of the Orders

Our Orders must be executed precisely within the agreed deadlines, which must always be strictly adhered to.

Article 6: Delivery - Shipment

Unless explicitly stated otherwise in writing, the goods shall be delivered in accordance with the Order, free of charge to the address specified by MBS. In all cases, the goods are transported at the Supplier's risk, who must bear any insurance costs.

It is also established that the quantitative acceptance by the drivers of our carriers and/or our warehouse personnel does not constitute qualitative acceptance. Signing the delivery to the carrier by our receiving department only concerns the number of freight pieces and their external condition. Each delivery must be accompanied by a shipping note with the following details:

- Number of the purchase order;
- Article code/article description;
- Number, nature, and brand of the freight piece;
- Content of the freight / quantities.

In case of a strike, we cannot be held liable for acceptance or shipments. No costs can be charged to us in case of force majeure.

Article 7: Receipt - Acceptance

The receipt is made by us at the address of the destination of the delivered material. The delivered materials must comply with the provisions of the purchase order of the respective Order. The Supplier acknowledges having all the necessary information for the perfect execution of the Order. The Order includes all goods and/or works as well as those directly or indirectly related to achieve a complete execution and/or ready-to-use delivery, in accordance with the destination.

The Supplier shall take all necessary measures, from all perspectives, and on a result basis, to ensure the perfect execution of the Order without interruption and within the specified timeframe.

MBS reserves the right to return any material or goods at the risk and expense of the Supplier if they do not correspond to the specifications on the purchase order of the respective Order or to the quality of the sample and/or product specification known to both parties, without prejudice to the right to compensation for non-performance of the contract in terms of quality.

The Supplier must provide a possibility for the inspection of the delivered products and materials of the Orders. For instance, the Supplier shall provide measurement reports, certificates of conformity, or any other relevant method to MBS. Additionally, MBS is entitled to have specific additional measurements or inspections carried out by the Supplier at the time of delivery, completely free of charge.

The receipt of the delivered products and materials of the Orders does not in any case imply acceptance of these products and materials. Only after a period of 30 days from the receipt of the delivered products and materials of the Orders, in the absence of a written notice of default from MBS to the Supplier, will the delivered products and materials of the Orders be deemed accepted by MBS. This acceptance obviously does not cover any potential hidden defects that the delivered products and materials of the Orders may have.

The claims that MBS can assert against the Supplier for visible and hidden defects are in any case not limited to the warranties that the Supplier can invoke against its supplier or manufacturer.

Article 8: Ordering of labor personnel

8.1. For the ordering of labor personnel along with the delivery of the material, the invoice must be divided into two detailed items, failing which it will not be accepted.

8.2. When the personnel of our Suppliers perform services on our behalf, the work tickets must be signed by the department head and the foreman whose names are listed on the purchase order of the respective Order. A copy of these work tickets will be attached to the invoice.

8.3. When the personnel of our Suppliers need to carry out work in our facilities, the Supplier undertakes to insure their civil liability through an insurance institution, as well as for fire and material damage for the entire duration of the work until final acceptance by our services. The same applies to the equipment and materials brought into our premises, for which we disclaim any liability for loss, theft, depreciation, etc. Upon request, a copy of the insurance policy must be provided.

8.4. When the personnel of our Suppliers need to deliver equipment for the installation, the person responsible for receiving the deliveries must first be contacted with a detailed shipping note of the delivered pieces to obtain acknowledgment. Only after receipt will the material be allowed to be brought into our premises; otherwise, it will not be recognized as received. A copy of the shipping note signed by the person responsible for receiving the delivery must be attached to the relevant invoice.

8.5. If this is not expressly specified in the Order, the following costs shall be borne by the Supplier: transportation costs in the broadest sense, accommodation costs, costs due to extended working hours, as well as telephone, telegram, telex, and postage costs, and customs clearance costs.

Article 9: Price

Unless otherwise specified in the Order, the prices are fixed and non-negotiable. This price covers the material delivered to the destination, free unloaded at the MBS operational headquarters in Beringen, all taxes, duties, and other costs that are generally included. Only the VAT or any other substitute tax applicable at the time of receipt will remain the responsibility of MBS. However, if a price has been set "ex works or shop of the Supplier," the shipments will be carried out on the most advantageous terms, unless MBS has expressly requested a specific mode of transport.

Article 10: Penalty Clause

The acceptance of an Order implies that the Supplier undertakes to indemnify MBS for any claim, loss, complaint, damage, or expense resulting from the actual or alleged infringement of a patent, trademark, design, manufacturing process, or copyright relating to the delivered goods or installations. If MBS is found liable at the request of a third party for counterfeiting, importation, possession, or use of goods or installations, the Supplier undertakes to compensate MBS for all expenses incurred and for all damages directly or indirectly suffered by MBS. If the buyer of the goods is prohibited from using them due to counterfeiting, the Supplier shall take measures to replace the goods or installations at no additional cost to MBS.

Artikel 11: Containers – Packaging

If the Supplier wishes to recover the empty containers or packaging, this must be agreed upon in advance and in writing with MBS. The Supplier must also clearly indicate this on the order confirmation and shipping note. The return costs of the packaging are entirely borne by the Supplier. In the absence of compliance with the above, MBS may dispose of them without being invoiced for it.

Artikel 12: Guarantee

The Supplier undertakes to use and deliver only material of the best quality to MBS, fully meeting the requirements of the destination. The material must also have impeccable usability and a refined execution. In this way, the Supplier guarantees, among other things, the functioning and professional manufacture of the products.

Based on this commitment, unless otherwise specified on the purchase order of the Order, the Supplier shall, at its own expense, repair any defects in the material, design, construction, or manufacture during the warranty period agreed upon in writing between the parties, starting from the delivery date, and shall replace any unusable parts.

If the Supplier's documents (including sales sheets, quotes, etc.) indicate a longer warranty period or a more favourable guarantee arrangement for a particular product, this more favourable warranty period and/or guarantee arrangement for MBS will exceptionally take precedence over these current general purchase and execution conditions.

If the Supplier fails to comply within the deadline specified by MBS in its notice of default after the defect has been identified, MBS shall be entitled to have the defective part replaced at the expense of the negligent Supplier by a supplier of its choice or by its own personnel.

The Supplier guarantees that the deliveries and their use comply with the applicable Belgian laws and regulations, including those concerning safety and health (ARAB), as well as all relevant environmental regulations and spatial planning regulations.

Article 13: Cancellation of an order

MBS reserves the right to cancel an Order within 5 days after sending the purchase order of the respective Order to the Supplier. In this case, MBS cannot be held liable by the Supplier for payment of any termination compensation.

Additionally, MBS reserves the right to cancel the Order in whole or in part if the delivery period of the goods according to the Order is exceeded by more than 5 days. In all cases of cancellation, if the goods are in transit at the time of the cancellation decision by MBS, the goods to which this Order relates will be returned at the expense of the Supplier upon arrival at MBS. The same will occur if the delivery does not comply with the specifications of our purchase order. In all cases, the Supplier will also be required to compensate for all proven direct and indirect damages.

Furthermore, MBS has the right to terminate the agreement by simple expression of its will without notice or any formality in the following cases: 1. Non-fulfilment by the Supplier of any of its legal or contractual obligations, 2. Dissolution or transfer of the Supplier's business or indications that the Supplier is discontinuing its professional activity, 3. Bankruptcy of the Supplier, 4. Death of the Supplier, 5. Reduction of the guarantees contractually to be provided by the Supplier, 6. Seizure against the Supplier.

The Supplier shall bear all harmful or costly consequences of its negligence for MBS.

Article 14: Recognition – Registration - subcontracting

The Supplier/contractor must have the required accreditation(s) and must be registered and remain registered for the entire duration of the contract. In case of non-compliance with this obligation, MBS reserves the right to invoke shortened notice periods or consider this non-compliance as a condition for dissolution. Unless with prior written permission from MBS, the Supplier is not allowed to subcontract the Order in whole or in part to a third party.

However, if MBS grants permission for this, the Supplier must ensure that the third party complies and continues to comply with the aforementioned obligations regarding accreditation and registration.

Article 15: Invoicing - payment

The invoices from the Suppliers are prepared in duplicate and must mention the number and reference of the purchase order relating to the respective Order. Failure to comply with these instructions by the Supplier will result in the invoices being automatically returned. In that case, the payment term will only start from the moment when the fully completed documents are in the possession of MBS, at its corporate or administrative headquarters. Under no circumstances will MBS make cash payments. All invoices are paid sixty days end of month, unless explicitly stated otherwise in the Order.

Payment of the invoice shall not relieve the Supplier of any liability with regard to hidden defects that may affect the delivered goods in accordance with an Orde.

Article 16: Force Majeure

In case of Force Majeure, MBS, after having informed the Supplier by registered letter, is automatically authorized to suspend or cancel its obligations in full. MBS shall not be liable to pay any compensation in this case.

Artikel 17: Confidentiality

The Supplier commits, during and up to 10 years after the business relationship with MBS, to strict confidentiality regarding all information, equipment, know-how, and technical documentation, including electronically stored data and automated geometry of MBS, to which the Supplier has access through its business relationship with MBS. Copying or reproducing such information is only permitted in connection with the fulfilment of the Supplier's obligations under the agreement and in full compliance with applicable laws and regulations regarding copyright and/or intellectual property rights. The Supplier may not, without prior written consent from MBS, publish advertising or other information regarding the business relationship or use a trade name or trademark of MBS. Upon request from MBS, the Supplier will return or destroy all information.

Article 18: Disputes - Competent Court

All disputes fall under the jurisdiction of the courts of Hasselt or, if MBS is the plaintiff, the courts of the judicial district where the Supplier has its registered office or domicile, at the choice of MBS. Belgian law applies to all disputes. Any late payment due to an error in the shipment by our Suppliers will not be opposable in case of a dispute.