

BEKAERTDESLEE GENERAL PURCHASING TERMS AND CONDITIONS

The BekaertDeslee General Purchasing Terms and Conditions apply to all purchases of Products and Services made by BekaertDeslee.

1. DEFINITIONS

When used in these General Purchasing Terms and Conditions, the following terms shall have the following meaning:

- 1.1 **"Affiliate"**: any affiliated company ('verbonden vennootschap') as defined in article 11 of the Belgian Company Code;
- 1.2 **"Order"**: any purchase order of BekaertDeslee for Products or Services to which these General Purchasing Terms and Conditions apply;
- 1.3 **"Products"**: any products which BekaertDeslee is to purchase from the Supplier;
- 1.4 **"Services"**: any services which BekaertDeslee is to purchase from the Supplier;
- 1.5 **"General Purchasing Terms and Conditions"**: these terms and conditions for purchase of Products or Services;
- 1.6 **"Background Intellectual Property"**: all Intellectual Property Rights relating to the Products or Services other than Foreground Intellectual Property;
- 1.7 **"Foreground Intellectual Property"**: all Intellectual Property Rights relating to finished products and services in and for which the Products and Services are processed/performed;
- 1.8 **"Intellectual Property Rights"**: patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
- 1.9 **"Confidential Information"**: any knowledge and information in whatever form, whether orally or in writing, including but not limited to certain technical and financial information, operating conditions, product specifications, product designs, data, databases, studies, tests, reports, discussions, materials, know-how, technology, methods, business processes, marketing strategies, techniques and trade secrets, whether or not patented or patentable, copyrighted or copyrighable;

2. SCOPE

- 2.1 BekaertDeslee Holding NV, with registered office at 8790 Waregem, Deerlijkseweg 22 (Belgium) and with company registration number BE 0628.953.443, and affiliates of the BekaertDeslee group (herein **"BekaertDeslee"**) develops, produces and supplies textile products, while the contracting party supplies Products or Services which may be used for **BekaertDeslee's** products (hereinafter the **"Supplier"**). The parties are hereafter individually referred to as a **"Party"** and collectively as the **"Parties"**. Notwithstanding any special conditions that are part of a separate written agreement between the parties, these BekaertDeslee General Purchasing Terms and Conditions apply to all Orders and

Purchases of Products and Services made by BekaertDeslee with a Supplier.

- 2.2 The General Purchasing Terms and Conditions are deemed to be accepted by the Supplier by the mere acceptance of any Order, which may be tacitly in accordance with article 3.1. These general purchasing terms and conditions are published on the BekaertDeslee website and can be sent upon simple request.
- 2.3 The General Purchasing Terms and Conditions shall supersede, unless specified otherwise in writing, any and all of the Supplier's conditions of quotation, acceptance, purchase and/or supply deliver notes, bills of lading, even if they stipulate the opposite. Acceptance of the order by the Supplier entails acceptance of the General Purchasing Terms and Conditions including the otherwise agreed and specified conditions.
- 2.4 Any variation to the General Purchasing Terms and Conditions shall have no effect unless expressly agreed in writing and signed by an authorized representative of BekaertDeslee.
- 2.5 In the event of a conflict between these General Purchasing Terms and Conditions and any separate written agreement, the provisions of the written agreement shall prevail over these General Purchasing Terms and Conditions.
- 2.6 BekaertDeslee reserves the right to alter these General Purchasing Conditions at any time. The altered General Purchasing Conditions will be published on the BekaertDeslee website at least 30 days before becoming effective, stating the version number.

3. ORDERS

- 3.1 Purchaser shall only be bound if the purchase order is made in writing. The purchase agreement ("Agreement") shall become effective on the date when the Order is accepted in writing by the Supplier. Any failure of the Supplier to confirm or reject an Order within 48 hours upon receipt shall be deemed an acceptance of such Order. The Agreement consists of the Order, specific conditions agreed upon in writing by the Purchaser and these General Purchasing Terms and Conditions, to the exclusion of any deviating comments in the acceptance form unless agreed explicitly in writing by the Purchaser.
- 3.2 The quantity, quality and description of the Products and Services shall be as specified in the Order and/or in any applicable specification supplied or advised by BekaertDeslee to the Supplier.

- 3.3 BekaertDeslee may at any time prior to the delivery, make changes in writing relating to the Order including changes in the drawings, designs, specifications, method of transportation, quantities, packing or time or place of delivery. If such changes result in an increasing cost of, or time required for, the performance of the Order, an equitable adjustment shall be made to the price, delivery schedule or both. Any claim or adjustment by the Supplier must be approved by BekaertDeslee in writing before the Supplier proceeds with such changes.

PURCHASE OF PRODUCTS

Articles 4 through 8 specifically apply in case of supply of Products. In the event of conflict between these Articles and other Articles from these General Purchasing Terms and Conditions, Articles 4 through 10 shall supersede for matters relating to the supply of Products.

4. DELIVERY

- 4.1 The Supplier shall deliver the Products in accordance with the delivery terms stated in the Order. Unless expressly set forth otherwise in the Order, the Products shall be delivered DDP (Delivery Duty Paid) to the warehouses of the producing plant or any other location specified by BekaertDeslee in the Order, Incoterms® 2010.
- 4.2 The Products shall be delivered on the date or within the period specified in the Order or, if no such date or period is specified, within a period of thirty (30) days from the receipt of the Order, provided always that BekaertDeslee shall be entitled at any time by giving written notice to the Supplier to specify a date by which the Products should be delivered. In the event of urgent need by BekaertDeslee, the Supplier shall use its best efforts to cooperate with BekaertDeslee in order to meet BekaertDeslee's needs as soon as possible. The Supplier acknowledges that the delivery time of the Products shall be of the essence of the Order, the remedies of article 9 shall, without further notice of default, apply if the Products are not delivered on the due date.
- 4.3 Without prejudice to the rights conferred upon BekaertDeslee in clause 4.2, as soon as the Supplier anticipates an overrun of the specified delivery due date, the Supplier will immediately inform BekaertDeslee to this effect in writing. Subject to the force majeure provision set forth in article 21, the Supplier shall make and pay for all necessary changes to fulfil its obligations under the Order and mitigate the potential impact of any such delay.
- 4.4 The Supplier shall package the Products in the agreed manner or, if no such manner is specified, in the manner commonly used in trade including the specific regulations in force of the country of destination. The Products shall be marked in accordance with BekaertDeslee's instructions and any applicable regulations or requirements of the carrier and properly packed and stored so as to reach their destination in an undamaged condition in the ordinary course.
- 4.5 The Supplier undertakes to timely provide BekaertDeslee with all relevant information on the Products supplied under the Order, including but not limited to all operating and safety instructions, warning notices and other information as may be necessary for the proper use and maintenance of the Products and/or for BekaertDeslee to accept delivery of the Products. The supplied information shall include all reasonably necessary documentation to verify the material composition, on a substance by substance basis including quantity used of each substance, of any Products ordered by BekaertDeslee and of any process used to make or assemble such Products.
- 4.6 The Supplier shall ensure that each delivery is accompanied by a delivery note which prominently shows, inter alia, the order number, date of order, number of packages and contents, quantity and, in the case of partial delivery, the outstanding balance remaining to be delivered.
- 4.7 Unless BekaertDeslee expressly agrees otherwise in writing, packing must be supplied free of charge but will be returned, if requested, at the Supplier's risk and expense.
- 4.8 Partial deliveries are only possible with the prior written consent of BekaertDeslee. When more than one item of Products is involved in the Order and BekaertDeslee agrees to accept delivery by instalments, the Order shall be construed as a separate contract in respect of each instalment. Nevertheless, failure to deliver any instalment shall entitle BekaertDeslee at its option to treat the Order as rejected.
- 4.9 The Supplier is bound to deliver the ordered quantity of Products, unless an agreed tolerance is specified in the Order. The Supplier acknowledges that the specified Order quantity of Products shall be of the essence of the Order, the remedies of article 14 shall, without further notice of default, apply if the specified quantity of Products are not delivered on the due date.

5. RISK AND OWNERSHIP

- 5.1 Risk in the Products shall pass to BekaertDeslee upon delivery to BekaertDeslee in accordance with these General Purchasing Terms and Conditions and/or the Order.
- 5.2 Ownership of the Products shall pass to BekaertDeslee upon delivery to BekaertDeslee subject to these General Purchasing Terms and Conditions and/or the Order.

6. ACCEPTANCE AND REJECTION

- 6.1 The quality, quantity and performance of the delivered Products shall be subject to inspection by BekaertDeslee. BekaertDeslee shall not be deemed to have accepted the Products until BekaertDeslee has had ten (10) days, unless otherwise specified in writing, to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Products has become apparent.
- 6.2 If any Products covered by the Order are defective or otherwise not in compliance with the requirements of the Order, the remedies of article 14 shall apply without further notice of default.

7. OBLIGATIONS OF THE SUPPLIER

- 7.1 The Supplier shall maintain and observe quality control and supplier quality assurance standards in accordance with the requirements of BekaertDeslee. Any test reports or results as well as any certificates related to the Products shall be provided to BekaertDeslee as set forth in the terms of the Order, or if not specified in the Order, upon BekaertDeslee's request.
- 7.2 The Supplier agrees to comply with BekaertDeslee's Supplier Code of Conduct (which is available on the website of BekaertDeslee and can be provided upon request) and with the applicable environmental, health and/or safety legislation or regulations during its performances under these General Purchasing Terms and Conditions.
- 7.3 BekaertDeslee shall have the right at all reasonable times to inspect and test the Products. The Supplier shall at its own cost and at all times provide BekaertDeslee with all facilities and assistance reasonably required for inspection and testing. If as the result of such inspection or testing BekaertDeslee is not satisfied that the Products will comply in all respects with these General Purchasing Terms and Conditions and/or the Order, the Supplier shall take all steps necessary to ensure compliance. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Products and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under these General Purchasing Terms and Conditions and/or the Order. All inspection records relating to Products covered by the Order shall be available to BekaertDeslee during the performance of the Order and for such longer periods as specified by BekaertDeslee.
- 7.4 The supplier shall give BekaertDeslee the right at all reasonable times to audit the Supplier with respect to the BekaertDeslee Code of Conduct and the business processes. Audits may be performed by BekaertDeslee or a third-party audit firm designated by it, with reasonable prior notice. BekaertDeslee will bear the costs of the audit, unless it follows from the audit that Supplier is not compliant. For the performance of the audit BekaertDeslee shall be bound, and shall procure that each third-party audit firm shall be bound by the confidentiality obligations as provided under article 18 of these General Purchasing Terms and Conditions. The modalities of the audit shall be mutually decided upon by the Parties. The refusal of Supplier to allow an audit will be deemed as a material breach of present General Purchasing Terms and Conditions. If as the result of such audit BekaertDeslee is not satisfied, the Supplier shall take all necessary steps to ensure compliance.
- 7.5 The Supplier shall, at regular intervals, inform BekaertDeslee of its activities and of market developments and of any change as to its business and business activities.
- 7.6 The Supplier shall proceed diligently with the performance of the Order under these General Purchasing Terms and Conditions. Except as expressly authorized in writing by BekaertDeslee, no

failure of the Supplier and BekaertDeslee to reach any agreement regarding a dispute related to these General Purchasing Terms and Conditions shall excuse the Supplier from proceeding.

8. WARRANTIES

- 8.1 The Supplier warrants to perform its obligations under these General Purchasing Terms and Conditions in a professional manner, in accordance with the highest industry standards. Specifically, the Supplier expressly warrants to BekaertDeslee that the Products will:
- (i) be complete, of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by BekaertDeslee;
 - (ii) be free from any (visible or hidden) defects in design, material and workmanship;
 - (iii) be free from liens or encumbrances of title;
 - (iv) correspond in every respect with any specifications, drawings, samples or descriptions provided or approved by BekaertDeslee;
 - (v) be so designed, constructed, manufactured, packaged and delivered as to be safe, free of any hazardous substances and without risk to health and safety; and
 - (vi) comply with all applicable international, national and local laws, rules, standards, requirements and regulations (including but not limited to those in respect of the environment, health and safety), voluntary codes of conduct and common industry safety and quality standards applicable to the subject matter of these General Purchasing Terms and Conditions, including those of the jurisdiction from/to which the Products are commissioned and/or delivered.
- Inspection, test, acceptance or use of the Products shall not affect the Supplier's obligation under this warranty. This warranty shall run to BekaertDeslee, its successors, assigns, customers and users of the Products.
- 8.2 The warranty for the Products shall apply for a period of twenty four (24) months from the delivery date unless otherwise specified in writing by BekaertDeslee. The same warranty period applies for corrected Products from the moment of repair and for replacements from the delivery date.
- 8.3 The Supplier shall maintain, at its expense, the ability to, and shall, provide product support for the Products for ten (10) years after the last Order is placed by BekaertDeslee under these General Purchasing Terms and Conditions.
- 8.4 The Supplier agrees to obtain and maintain at its own expense all permits, licenses and other forms of documentation required by the Supplier in order to comply with all existing laws and regulations which may be applicable to the Supplier's performances hereunder. BekaertDeslee reserves the right to review and approve all applications, permits and licenses prior to the commencement of any performance hereunder.

DELIVERY OF SERVICES

Articles 9 through 11 apply specifically in case of Services performed by the Supplier. In the event of conflict between these Articles and other Articles from the General Purchasing Terms and Conditions, Articles 11 through 13 shall supersede for matters relating to the performance of Services.

9 PERFORMANCE

9.1 The Supplier shall perform the Services within the agreed time period according to a schedule approved in writing by BekaertDeslee. Exceeding of this time period will cause the Supplier to be in default without notice being required. The Supplier is obliged to furnish BekaertDeslee with timely advance notification of the progress and of any threat of exceeding of the agreed time period. Such advance notification and the absence of reaction thereto by BekaertDeslee does not release the Supplier from its liability in the event of actual exceeding of the agreed time period.

9.2 When, in the opinion of the Supplier, the Services have been completed, it shall inform BekaertDeslee thereof in writing. Within 14 (fourteen) days after receipt of this notification, BekaertDeslee shall notify the Supplier whether or not it accepts its performance of the Services. If the performance of the Services is rejected, BekaertDeslee shall inform the supplier in writing on shortcomings which prevent it to accept the performance of the Services. The evaluation of the Services by BekaertDeslee shall not be considered as acceptance thereof. The acceptance by BekaertDeslee of the Services performed does not cover hidden or latent defects, irrespective of whether it has discovered such shortcomings and did not notify them to the Supplier.

10 GUARANTEE

10.1 Supplier guarantees that it has, and will continue to have during the term of the Agreement the required skills, experience, licenses and permits required for the proper performance of the Agreement. Supplier shall cause its personnel to act responsibly in all circumstances and be of an irreproachable conduct. The personnel of the Supplier that is involved in the performance of the Agreement remains at any time under the sole responsibility, guidance, authority and supervision of the Supplier.

10.2 The Supplier guarantees that (i) the Services are performed in a professional and skillful manner, in conformity with the service levels and specifications, technical or other and in full compliance with all applicable laws or administrative standards, orders or regulations, including without limitations those related to safety, environment, hygiene and hazardous materials and in accordance with practices of care and skill; (ii) the Services shall be free from defects in material and/or defects in workmanship; (iii) the Services are in compliance with all applicable laws, regulations and codes.

10.3 The Supplier guarantees that the intended result and requirements, of which BekaertDeslee has informed the Supplier, shall be achieved. If the activities include giving advice, the Supplier guarantees the relevance, correctness and completeness thereof. The Supplier

guarantees furthermore, the suitability and good quality of designs, drawings, guidelines, materials etc. furnished by it.

11 CHANGES IN THE SCOPE

BekaertDeslee can at its sole discretion at all times change the ordered Services insofar he confirms this first in writing. The Supplier must advise BekaertDeslee immediately about the effects of such a change on the quality, the quantity, the time frame, the safety, the feasibility, the risks etc. of the work. The agreed remuneration shall in that case be adjusted in proportion to the extra or less work activities to be performed. Supplier has to perform the ordered changes immediately and, pending discussions about remuneration adjustment, may not suspend his Services. Supplier cannot unilaterally change the scope of the Order.

12. PRICE AND PAYMENT

12.1 The prices specified in the Order are fixed prices unless otherwise specified in the Order. Unless stated otherwise such prices, shall be (i) inclusive of all applicable charges including but not limited to packaging material, packing, transportation, shipping, (un)loading, carriage, insurance, delivery of the Products or Services to the delivery address, travel costs, vacancy time, any duties, imposts, levies and taxes other than value added tax; and (ii) fixed for the duration of the Agreement between the Parties, unless otherwise agreed in writing

12.2 No variation in the price nor extra charges can be made, whether on account of increased material, labor or transport costs, fluctuation in rates of exchange or otherwise, without the prior written consent of BekaertDeslee.

12.3 The invoices shall be sent in duplicate to the billing address and according to any specific billing instructions specified in the Order. All invoices shall specify the Order numbers and reference of the delivery note.

12.4 The Supplier shall be entitled to invoice on delivery of the Products or Services to the ordering entity of BekaertDeslee.

12.5 Unless otherwise stated in the Order, BekaertDeslee shall pay the price of the Products or Services by [sixty (60)] days net from the date of the invoice.

12.6 Without prejudice to any other right or remedy, BekaertDeslee or any of its Affiliates reserves the right to set off any amount owing at any time from the Supplier to BekaertDeslee or any of its Affiliates against any sums payable by BekaertDeslee or its Affiliates to the Supplier under these General Purchasing Terms and Conditions.

12.7 Payment by BekaertDeslee shall not constitute acceptance of Products or Services nor involve any waiver of its rights.

13. TERMINATION

13.1 Without prejudice to any other rights BekaertDeslee may have, BekaertDeslee shall have the right to terminate the Agreement between the Parties and any Order by giving written notice to the Supplier at any time, with immediate effect and without court intervention or any compensation, if one or more of the following events occur:

- (i) the Supplier commits a material breach of these General Purchasing Terms and Conditions and has failed to rectify the breach within fourteen (14) days after notice of default;
- (ii) the Supplier is unable or unwilling to comply with BekaertDeslee's Code of Conduct and/or with any other applicable legislation or regulations during its performances under these General Purchasing Terms and Conditions;
- (iii) any matter beyond a Party's reasonable control prevents the performance of the whole or a substantial part of a Party's obligations for a continuous period of thirty (30) days after the date on which it should have been performed;
- (iv) the Supplier ceases or threatens to cease to carry on its business;
- (v) the financial position of the Supplier deteriorates to such an extent that in the opinion of BekaertDeslee the capability of the Supplier to adequately fulfil its obligations under these General Purchasing Terms and Conditions has been placed in jeopardy; and/or
- (vi) BekaertDeslee reasonably becomes aware that any of the events mentioned above is about to occur in relation to the Supplier.

The Supplier shall be liable to BekaertDeslee for any cost occasioned BekaertDeslee thereby.

The Parties agree that the provisions of this clause shall not apply to failures or delays in making deliveries of Products or Services when such failure or delay is due to any cause beyond the control of the Supplier as provided in the force majeure provision in article 21.

13.2 The termination of the Agreement between the Parties, however arising, will be without prejudice to the rights and duties of either Party accrued prior to termination, including but not limited to BekaertDeslee's rights against the Supplier in respect of any breach of these General Purchasing Terms and Conditions (including but not limited to full compensation).

13.3 After the termination of the Agreement between the Parties the Supplier shall no longer use BekaertDeslee's property, and shall in no way whatsoever pretend to be BekaertDeslee's Supplier.

13.4 All obligations that by nature survive any termination of the Agreement between the Parties will remain in full force and effect.

14. REMEDIES

The Supplier acknowledges that precise conformity of the Products or Services with these General Purchasing Terms and Conditions and/or the Order is essential. Without prejudice to any other right or

remedy BekaertDeslee may have, if any Products or Services are not supplied in accordance with or the Supplier fails to comply with any of these General Purchasing Terms and Conditions or any Order, however slight the breach may be, BekaertDeslee shall without further notice of default be entitled to:

- (i) cancel the Order in whole or in part;
- (ii) reject the Products or Services in whole or in part and return the Products to the Supplier at the latter's risk and cost;
- (iii) give the Supplier at BekaertDeslee's option the opportunity at the Supplier's expense and within the term defined by BekaertDeslee either to remedy any defect in the Products or to supply replacement and in any case carry out any other necessary work to ensure that these General Purchasing Terms and Conditions and Order are fulfilled;
- (iv) refuse to accept any further Services or deliveries of the Products;
- (v) accept the Products or Services at an equitable reduction in price;
- (vi) carry out or engage another contractor to carry out at the Supplier's expense any work necessary to make the Products or Services comply with these General Purchasing Terms and Conditions and Order;
- (vii) claim damages for any additional costs, loss or expenses incurred by BekaertDeslee (including but not limited to obtaining the Products or Services in substitution from another supplier) which are in any way attributable to the Supplier's failure to comply with these General Purchasing Terms and Conditions and/or Order;
- (viii) claim full refund by the Supplier for cancelled Orders and rejected or refused Products or Services; and/or
- (ix) suspend payment.

The rights and remedies herein reserved to BekaertDeslee shall be cumulative and may be exercised by BekaertDeslee at its discretion.

15. LIABILITY

15.1 The Supplier shall be liable for and indemnify and hold harmless BekaertDeslee, its Affiliates, subsidiaries, agents, directors, officers, employees and each subsequent purchaser or user, in full from and against any direct, indirect or consequential liability, suit, claim, loss, damages, injury, costs and/or expenses (including attorneys' fees) arising from or caused by (i) any act or omission of the Supplier, its employees, agents, subsidiaries, Affiliates or subcontractors in performing under these General Purchasing Terms and Conditions and any relating Order; (ii) any breach of any warranty given by the Supplier in relation to the Products (including but not limited to defects in the Products) or Services; and/or (iii) any potential or actual claim that (the use, resale or importation of) the Products or Services infringe any Intellectual Property Rights or license of any other third party; and (iv) any claim in relation with the Products or Services made against BekaertDeslee by any customer or third party.

- 15.2 The Supplier shall be liable for any claim based on the Supplier's compliance with any specification ordered by BekaertDeslee if (i) the Supplier could have complied with BekaertDeslee's specification using a solution that was non-infringing; (ii) the specification was derived from, or provided by, the Supplier; or (iii) the Supplier knew or should have known of a (potential) claim and did not promptly notify BekaertDeslee in writing.
- 15.3 The Supplier shall, upon written notice from BekaertDeslee of a claim, promptly assume and diligently conduct the entire defense of a claim at its own expense. Insofar as BekaertDeslee's interests are affected, BekaertDeslee shall have the right, without releasing any obligation of the Supplier, to participate and intervene in a claim. The Supplier shall not enter into any settlement without BekaertDeslee's prior written consent.
- 15.4 If the manufacture, use or sale of the Products or Services is enjoined by a court, if delivery is precluded by a government decision, or should the Supplier refuse to supply Products or Services to avoid a potential third party claim, the Supplier shall avoid any disruption to BekaertDeslee and shall (i) secure for BekaertDeslee the right to use or sell such Products or Services; (ii) modify or replace such Products or Services with equivalent non-infringing Products or Services; and/or (iii) provide such other solution acceptable to BekaertDeslee. The Supplier shall reimburse BekaertDeslee for BekaertDeslee's costs incurred for making, using and selling alternate non-infringing Products or Services. The Supplier shall refund to BekaertDeslee the purchase price of any such Products or Services that BekaertDeslee is prohibited from using or selling.
- 15.5 BekaertDeslee will never be liable for any indirect, incidental, contingent or consequential damages, including but not limited to loss of profits, resulting out of any breach of contract on the part of BekaertDeslee. Liability of BekaertDeslee will in any event be limited to the value of the Order to which the liability relates.
- 16. INTELLECTUAL PROPERTY**
- 16.1 All Background Intellectual Property will be unaffected by these General Purchasing Terms and Conditions. The Supplier hereby grants to BekaertDeslee a worldwide, non-exclusive, perpetual, fully-paid, irrevocable, transferable license to Background Intellectual Property in order to (i) use, sell, offer for sale, import, export, adapt, embed and/or modify the Products or Services, and (ii) enable BekaertDeslee to practice the Foreground Intellectual Property.
- 16.2 BekaertDeslee shall own all Foreground Intellectual Property and the Supplier hereby irrevocably assigns to BekaertDeslee all rights relating to the Foreground Intellectual Property. The Supplier agrees to do whatever is reasonably necessary to enable BekaertDeslee to secure the Foreground Intellectual Property. All Foreground Intellectual Property shall be considered BekaertDeslee's Confidential Information.
- 16.3 The Supplier represents and warrants that it holds the requisite (intellectual property) rights in all Products and Services in order to validly supply them to BekaertDeslee.
- 16.4 Except as expressly agreed upon otherwise, nothing in the Order or these General Purchasing Terms and Conditions shall be construed as BekaertDeslee granting the Supplier a license in or any right to use any of BekaertDeslee's Intellectual Property Rights other than in the performance under these General Purchasing Terms and Conditions.
- 17. BEKAERTDESLEE'S PROPERTY**
- 17.1 All tools, equipment, models, drawings, materials and Intellectual Property Rights provided by BekaertDeslee to the Supplier or paid for by BekaertDeslee for the purpose of the performance under these General Purchasing Terms and Conditions shall at all times be and remain the exclusive property of BekaertDeslee. BekaertDeslee's property shall be treated as Confidential Information.
- 17.2 The Supplier shall hold BekaertDeslee's property in safe custody (separate and apart from the Supplier's property whenever practicable) at its own risk and maintain it in good condition until returned to BekaertDeslee. The Supplier shall not dispose of or use BekaertDeslee's property other than in accordance with BekaertDeslee's written instructions. All BekaertDeslee's property will be plainly marked and otherwise adequately identified by the Supplier as being BekaertDeslee's property. The Supplier shall be responsible for loss of and damage to BekaertDeslee's property. The Supplier will not deliver or make available to any third party any of BekaertDeslee's property or any property or goods developed, manufactured or created with the aid of BekaertDeslee's property and will not use BekaertDeslee's property other than for the purpose of performing under these General Purchasing Terms and Conditions.
- 17.3 Upon simple request of BekaertDeslee at any time, the Supplier will deliver BekaertDeslee's property to BekaertDeslee in the same condition as originally received by the Supplier. BekaertDeslee shall have the right, at all reasonable times, upon prior notice to enter the Supplier's premises to inspect any and all BekaertDeslee's property and any property or goods manufactured, developed or created with the aid of any BekaertDeslee's property.
- 18. CONFIDENTIAL INFORMATION**
- 18.1 Each Party shall hold in confidence and not disclose to third parties any Confidential Information that it may acquire in relation to the other Party without prior written consent of the other Party. Each Party shall, in relation to the Confidential Information received from the other Party, exercise at least the security measures and degree of care as it applies to its own Confidential Information (but under no circumstances less than a reasonable standard of care).
- 18.2 All Confidential Information disclosed under these General Purchasing Terms and Conditions, directly or indirectly, is and shall remain the exclusive property of the disclosing Party.

18.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under these General Purchasing Terms and Conditions. Unless the Supplier has received BekaertDeslee's express written consent to the contrary, the Supplier shall not use BekaertDeslee's Confidential Information for designing, manufacturing, selling, servicing or repairing materials for entities other than BekaertDeslee or for providing services to entities other than BekaertDeslee.

18.4 The Parties agree that Confidential Information shall be disclosed only to those of its Affiliates, employees, agents, consultants or representatives who "need to know" such Confidential Information in view of the performance under these General Purchasing Terms and Conditions and, who (i) have been informed of the confidential nature of such information; (ii) are bound at least to the same extent that the receiving Party is under these General Purchasing Terms and Conditions; and (iii) use it only as provided in these General Purchasing Terms and Conditions. The Parties shall ensure compliance with the provisions of this clause and shall be responsible for any non-permitted use of Confidential Information under these General Purchasing Terms and Conditions by a person to whom it discloses such information.

18.5 The obligations on a Party set out in this article shall not apply to any information which (i) was lawfully in its possession prior to the disclosure, as evidenced by prior written records; (ii) is already publicly available at the time of its disclosure; or (iii) becomes publicly available after its disclosure other than through a breach of any confidentially obligation of that Party.

18.6 If a Party is required to disclose Confidential Information by law, regulation, court order or governmental order, it shall notify the other Party prior to such disclosure (or if that is not feasible, promptly thereafter) and shall take all reasonable steps to limit the scope of the disclosure to what is strictly required. Disclosure of such requested Confidential Information shall not be deemed a breach of these General Purchasing Terms and Conditions provided that the obligations of this clause are fulfilled.

18.7 In case the agreement between the Parties is terminated, for whatever reason, each Party shall, upon the request of the other Party, promptly return all received Confidential Information, including all copies made thereof and all physical embodiments.

18.8 The provisions of this clause shall survive any termination of the agreement between the Parties for a period of five (5) years from termination.

19. INSURANCE

19.1 Without limiting the Supplier's duty to hold harmless and indemnify BekaertDeslee, the Supplier agrees to secure and carry during the entire performances under these General Purchasing Terms and Conditions sufficient and proper insurances.

19.2 Upon request by BekaertDeslee, the Supplier will provide certified copies of said policies or certificates evidencing such insurance. The Supplier shall inform BekaertDeslee within a reasonable time after any renewals or changes to such policies are issued.

20. AUDIT RIGHTS

In addition to any other inspection or audit rights granted to BekaertDeslee hereunder, BekaertDeslee may inspect and audit, on reasonable notice, the Supplier's books, records and its facilities, or such parts of its facilities as may be engaged in the performance under these General Purchasing Terms and Conditions, if the Order (i) is time and material based; (ii) is cost based; or (iii) provides for advance or progress payments based on costs incurred by the Supplier.

21. FORCE MAJEURE

21.1 Neither the Supplier nor BekaertDeslee shall be liable for damages for any failure or delay in the performance under these General Purchasing Terms and Conditions or any Order resulting from causes beyond its reasonable control including but not limited to (i) governmental actions, war or threat of war, national emergency, riot, civil disturbance, sabotage or requisition; (ii) Act of God, fire, explosion, flood, epidemic or accident; (iii) import or export regulations or embargoes; (iv) labor disputes not including the work-force of the Supplier; or (v) a power failure or breakdown of machinery.

21.2 The Party incurring the delay shall give timely notice to the other Party of any such event and shall use all reasonable efforts to avoid or remove the cause and resume performance with minimum delay. If requested by BekaertDeslee, the Parties shall jointly prepare a contingency plan to address the potential impact of any such event in order to prevent or limit interruption of supply of Products or Services.

21.3 BekaertDeslee reserves the right to defer the delivery or payment date, to cancel any Order or reduce the volume of the Products or Services ordered, without liability, if either Party is prevented from or delayed in the carrying on of its business through any circumstances beyond its reasonable control.

22. ASSIGNMENT AND SUBCONTRACTING

22.1 The Order is personal to the Supplier and the Supplier shall not assign any of its rights and/or obligations under these General Purchasing Terms and Conditions, directly or indirectly, to any third party without the express, prior written consent of BekaertDeslee.

22.2 The Supplier may subcontract any of its obligations under these General Purchasing Terms and Conditions with the written consent of BekaertDeslee provided that the Supplier shall at all times remain fully liable for the acts and omissions of its subcontractors.

22.3 BekaertDeslee may assign all or part of its rights and obligations under these General Purchasing Terms and Conditions to any person, firm or company.

23. MISCELLANEOUS

- 23.1 These General Purchasing Terms and Conditions contain the entire agreement between the Parties regarding the subject matter hereof and supersede all prior agreements, understandings or conditions (whether oral or written) regarding the same. These General Purchasing Terms and Conditions may not be changed, modified, amended or supplemented except by a written instrument signed by duly authorized representatives of both Parties.
- 23.2 The Supplier shall sell in his own name and for his own account and shall execute under these General Purchasing Terms and Conditions as an independent tradesman towards BekaertDeslee. These Terms and Conditions do not create any relationship of association, partnership or agency between the Parties. The Supplier is not entitled and agrees not to assume, create or enter into any obligation, agreement or commitment on behalf of, or for the account of BekaertDeslee, or obligate the latter in any manner, unless he is explicitly authorized to that end by the latter in writing.
- 23.3 The Supplier shall not make or authorize any news release, advertisement, or other disclosure which shall deny or confirm the existence of these General Purchasing Terms and Conditions or which shall make use of BekaertDeslee's name or logo without the prior written consent of BekaertDeslee, except as may be reasonably required to perform under these General Purchasing Terms and Conditions.
- 23.4 Failure of BekaertDeslee at any time to (partially) enforce any provision or to exercise any right of these General Purchasing Terms and Conditions shall not construed as a waiver of any provision or any of its right under these Terms and Conditions, and the waiver of any provision of these General Purchasing Terms and Conditions in any specific instance shall not constitute continuing waiver of that provision with respect to other instances.
- 23.5 In the event any provision of these General Purchasing Terms and Conditions is found to be invalid or unenforceable (in whole or in part), the offending provision shall not render any other provision of these General Purchasing Terms and Conditions invalid or unenforceable, and all other provisions shall remain in full force and effect and shall be enforceable. Any such void part or provision shall be replaced by a provision that covers, insofar as this is legally possible, the purpose and meaning of the void part or void provision as closely as possible.
- 23.6 The English version will prevail whenever there is a divergent interpretation or textual discrepancy between the translations.

24. GOVERNING LAW – JURISDICTION

- 24.1 These General Purchasing Terms and Conditions and the purchase-sales contracts concluded between BekaertDeslee and the Supplier within the framework thereof shall be governed by and construed in accordance with the laws of Belgium, with the express exclusion of the United Nations Convention on contracts for the International Sale of Goods (CISG or so-called Vienna Sales Convention).

- 24.2 Both Parties agree that they will endeavor to resolve any disputes arising from or related to these General Purchasing Terms and Conditions amicably through discussions with each other. In the event that an amicable settlement cannot be reached, any dispute arising out of or in connection with these General Purchasing Terms and Conditions and/or the purchase-sales contracts concluded between BekaertDeslee and the Supplier within the framework thereof, including any dispute regarding the validity of, interpretation of or performance under these General Purchasing Terms and Conditions, shall be submitted to the exclusive jurisdiction of the courts of Kortrijk (Belgium).