

## GENERAL PURCHASE CONDITIONS – HOWDEN MAINTENANCE PARTNERS (English version)

### 1. PREAMBLE

- These General Purchase Conditions (hereinafter “GPC”) determine the conditions that apply to each order, hereinafter the “Order (s)”, placed between one of the Howden Maintenance Partners companies (which are part of the Howden Maintenance Partners organization) hereinafter “MP “- and an external company – hereinafter the” Supplier “.
- These GPCs apply to every Order of goods and / or services, as well as to price requests, sales agreements and subcontracting activities that result from this.
- If no deviations are foreseen in the Order, these GPCs take precedence over all other terms and conditions, and the general terms and conditions of sale of the Supplier regardless of the circumstances. However, if an agreement between MP and the Supplier was signed in advance, the deviating provisions in this agreement take precedence over the GPC

### 2. SCOPE OF THE CONTRACTUAL PERFORMANCE

- The studies, deliveries of products, materials and equipment, the work and the services (hereinafter the “Product (s)”) are determined in the Order and any accompanying documents, such as, for example, the plans supplied by MP and / or or specifications.
- The Products must be accompanied by the necessary documentation for their proper use, storage and maintenance.
- The Products must comply with the rules of the arts and comply with the applicable laws, regulations, standards and special provisions that apply to the implementation of the Order in the countries concerned. The Supplier undertakes in particular to comply with the applicable regulations on social issues, safety and the environment when carrying out the Order.

### 3. ORDER

- The acceptance of each Order counts as a formal acceptance of this GPC, as well as of all provisions stated in the Order. – Before confirming receipt of this GPC, the Supplier must ensure that it is actually in possession of this GPC which it can always consult on the MP website (<https://maintenancepartners.com/terms-and-conditions>) -2 /) With the acknowledgment of receipt of the Order, the Supplier acknowledges that he has received the GPC well.
- In the event of a disagreement regarding the terms and conditions of the Order, the Supplier must inform MP by stating it on the acknowledgment of receipt that MP must receive within 8 working days after the shipment of the Order.

- Any Order for which no acknowledgment of receipt has been received within 8 working days will be considered as being accepted by the Supplier.
- Changes to the provisions of the Order can only be considered accepted if they are the subject of a “rectification of the Order” sent by MP to the Supplier.

#### 4. PRICES

- The prices stated in the Order are fixed and final prices, excluding value added tax.
- They include the prior checking of the packaging, the packaging of the Products that is necessary for its proper storage during storage, the packaging that is adapted to the transport and transport of the Products to the place of delivery.

#### 5. INVOICES AND PAYMENT

- Unless otherwise stated in the Order, the invoices must be written out in one (1) copy and be drawn up in the name of the company that is part of MP who issued the Order.
- In addition to the legal regulations, every invoice must absolutely state the following: the number (s) of the Order (s), the full product references, the product name, the numbers and dates of the delivery notes to which they relate , as well as the name of the person who placed the Order. In the absence of this data, MP has the right to return the invoice.
- The invoices must be sent to MP’s supplier accounting:
  - for MP Belgium: [apinvoicing.mpbe@chartindustries.com](mailto:apinvoicing.mpbe@chartindustries.com)
  - for MP holding: [apinvoicing.mp@chartindustries.com](mailto:apinvoicing.mp@chartindustries.com)
  - for MP France: [\\_apinvoicing.mpfr@chartindustries.com](mailto:_apinvoicing.mpfr@chartindustries.com)
- The invoices will be paid by bank transfer 60 days after receipt of the invoice, provided that the Supplier has complied with all contractual obligations. Payment by settlement is permitted.
- The invoice must be send with the Product or shortly after the delivery of the Product.
- If the supplier transfers his claims or invoices to a factoring company, this must absolutely be reported to MP in advance. If not, the Supplier is obliged to indemnify MP against all adverse consequences that may result.
- Unless otherwise stated, MP will not accept any partial invoicing. Every partial payment by MP in no way implies that MP accepts the delivery in question.

- If a price change has been agreed upon, it will be stated on a separate invoice, together with proof of the calculation elements.
- MP reserves the right to withhold fines that may apply to the payment of an invoice.
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## 6. FORCE MAJEUR

- Force majeure means an unforeseen and unavoidable impediment, irrespective of the will of both parties, for the execution of the Order. A strike is only a case of force majeure if there is no other way to remedy the delay (eg. change of subcontractor, ... etc.) or catch up (eg. Overtime, ... etc.).
- To be taken into account, the cases of force majeure must be immediately notified to MP and confirmed in writing with appropriate evidence within 3 days, including all related details and the expected duration of this impediment.
- The Supplier who is prevented by force majeure from fulfilling all or some of the obligations of the Order, must make every effort to resume the performance of the contractual obligations that are affected by the case of force majeure as soon as possible.

## 7. TRANSPORT AND DELIVERIES

- The Products are prepared, packaged, transported and delivered under the overall responsibility of the Supplier.
- It is the responsibility of the Supplier to take out insurance policies at its own expense that cover in particular the transport and the Transported Products, whereby the products are insured at their replacement value.
- The ordered Products must be delivered in accordance with the DDP Incoterm (version 2010) to the address stated in the Order for the attention of the aforementioned contact person. They must be accompanied by a delivery note stating the full reference of the Order, the number and description of the Products delivered, the state of the Order and all technical and administrative documents mentioned in the Order and the appendices.
- The agreed delivery date is stated on the Order. The acceptance of the Order implies an irrevocable obligation for the Supplier regarding the contractual delivery date which is an essential part of the Order.
- MP reserves the right to refuse a delivery that falls outside the order. The possible return of the surplus goods is at the expense and risk of the Supplier.

- Deliveries by truck will only be received on the following days and times: Monday, Tuesday, Wednesday, Thursday and Friday from 8.30 a.m. to 4.30 p.m. subject to (a) special provision (s) in the Order Form.
- The Supplier must keep MP informed of the progress of the Order and in particular of any fact that could jeopardize compliance with the agreed delivery period and of the measures taken to minimize the consequences of a possible delay.
- The above provisions do not affect damages and fines that can be demanded by MP for the non-execution or delayed execution of the Order.
- Subject to special instructions from MP, the Product may not be sent without a MP shipping order.
- Deliveries that are brought forward to the date specified in the Order and / or partial deliveries cannot be accepted without prior permission from MP. In the event that the delivery takes place prematurely in relation to the provisions of the Order and in the absence of a prior agreement with MP, only the delivery date on the Order Form will be taken into account for the calculation of the due date of the invoice.

## 8. FINES

- Except in the case of a justified Force Majeur, non-compliance with the delivery times, without notice of default, leads to the charging of a fine. Subject to special provisions in the Order, the delayed fines are fixed on 2% of the total amount, incl. VAT, of the Order for every week that delays are incurred, with each week commenced fully due and with a maximum of the sum, incl. VAT, to 20% of the total amount of the Order. Fines are not deemed to be set as compensation for the damage suffered and the payment will not have a protective effect.

## 9. ACCEPTATION – DELIVERY – COMPLETION

- Each delivery gives rise to a number of receipt actions by the services of MP. Upon receipt, it is checked whether the Products correspond to the Order. If the Products do not correspond to the Order, MP reserves the right to refuse or reject the Products and / or cancel the Order.
- All Products delivered without Purchase Order will be refused, except in emergencies.
- If Products are refused or rejected, MP will contact the Supplier stating the amount of refused or rejected Products, as well as the reason for the refusal or rejection. These Products will be returned to the Supplier at the expense of the supplier, unless these asks to take the Products back on its own. A credit note for an amount equal to the value of the rejected or refused products must then be sent to MP.

- MP reserves the right to replace or not replace the rejected or rejected products, which is stated in a letter to the Supplier.

## 10. PLANS AND MODELS

- The plans, models, tools, formulas, etc ... that are entrusted to the Supplier (and / or created during the Order), are and remain the full property of MP and must be after the execution of the Order or on simple written request from MP will be returned to MP at the Supplier's expense. In all cases, MP's plans, models and tools may only be used for the execution of its Orders; they must be made available to MP at any time.
- The Supplier is responsible for the maintenance and repair of the tools, as well as for taking out insurance against all damage to which they may be exposed.

## 11. CONFORMITY

- The Product may not undergo any change without the written acceptance of MP regarding the new modified Products.
- A change can only be binding for MP if it is confirmed and formalized by MP in an attachment to the Order.

## 12. WARRANTY

- The Supplier guarantees that the supplied Products can perform all specified services and functions or that, in the absence of a specification, they are suitable for use.
- Unless stipulated otherwise in the Order, the Products are covered by Warranty by the Supplier for a period of 2 years from their delivery.
- The Supplier guarantees the products against all design, construction and material faults. He declares that the products supplied are new and in accordance with the specifications of the Order. The Supplier also guarantees the proper execution of its services.

## 13. SERVICES

- Any intervention at any MP location and at third parties will be carried out by authorized persons in accordance with the applicable regulations (eg: VCA, ATEX and compliance with the conditions of ISO14001 or a comparable environmental management system) and the safety regulations applicable at MP, unless otherwise in writing indicated by MP.

- In case of an intervention on the spot (MP or third parties), the Supplier must adhere to the legal and regulatory requirements in force on the date and place of the establishment specified in the Order, as well as the general and special provisions regarding discipline, control and safety that apply on site. He must therefore ensure that the persons and / or persons working on his behalf are strictly observed and that they comply with the instructions given before and during the work, in particular by means of 'work permit's .
- If the provisions and instructions are not complied of followed up, the Supplier will be exposed, irrespective of any damage, on the initiative of MP, to removal of the staff working on site, without the Supplier being able to hold MP liable for compensation for this.
- Neither the possible supervision by MP's employees, nor the instructions to guarantee the safety or the normal course of the work or installation, release the Supplier from its responsibility. The Supplier assumes responsibility for all actions of the persons appointed by him (and / or the persons who work for his account), as well as any risks with regard to the equipment made available by the Supplier for the work.
- The employees of the Supplier fall under the authority and management of the Supplier regardless of whether they are at the workplace of MP or at third parties and thus can never be considered as employees of MP. The supplier indemnifies MP against any claim in this regard.

#### 14. SPARE PARTS AND SUBSEQUENTIAL ORDERS

- These GPCs apply in their entirety to each subsequent Order of delivered spare parts with regard to the Order of the main product or service.
- Unless otherwise specified in the Order, the Supplier undertakes to supply the spare and / or consumable parts for the Product for a period of 10 years, starting from the delivery date and, if the original parts are no longer available, to indicate which comparable spare parts are and how they can be purchased.

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#### 15. TRANSFER OF PROPERTY

- The transfer of ownership occurs upon delivery of the Product and the transfer of risk occurs upon receipt, "without reservation," of the Products by MP, as described in the RECEPTION chapter (9)

#### 16. RETENTION OF PROPERTY

- Any retention of title not explicitly accepted by MP is considered unwritten.

#### 17. SUB CONTRACTORS

- The Supplier may not sub-contract or transfer the Order, even not partially, without the prior written consent of MP. Subcontracting does not release the Supplier from its obligations towards MP.
- After given permission from MP, the Supplier must inform the subcontractor of all safety regulations that apply to the Order.
- The Supplier must assume responsibility for the work of the subcontractor and must ensure that the latter adheres to all conditions of the Order. The Supplier represents the subcontractor and imposes its own obligations on the latter. The Supplier indemnifies MP against all claims of the subcontractor against MP.

## 18. LIABILITY AND INSURANCE

- The supplier is liable for all damage and / or losses, directly and / or indirectly, suffered by MP, as a result of its actions or errors and / or those of its employees, agents or subcontractors and indemnifies MP for any recourse as a result of this damage and / or losses.
- The Supplier has to take the necessary insurance policies from an unmistakably solvent company that cover him against all risks to which he is exposed in the context of the performance of his obligations, without recourse against MP, its staff and / or insurers. At the request of MP, the Supplier must provide, at any time, the necessary supporting documents.
- The Supplier must immediately inform MP of any claim for which MP could be sued. Every telephone report will be considered as non-existent if it is not confirmed in writing within three days. In particular the application of Article 13, every incident must be reported to an on-site intervention, regardless of whether MP can be held liable.
- The Supplier cannot make a declaration of acknowledgment of responsibility that jeopardizes MP's liability and the Supplier must indemnify MP for this in every case.

## 19. INTELLECTUAL PROPERTY

- The Supplier guarantees MP that the Products have not been copied and do not violate the intellectual or industrial property rights of third parties.
- The Supplier declares that he has all rights of use, manufacture and sale of the Products and that MP has the right to use and resell the Products.
- He undertakes to guarantee both MP and its customers against any complaint or action by the beneficiary of an intellectual or industrial property right, following the execution of the Order or the use of the Product, and to the customer and / or his to reimburse customers for the costs and damages that might be charged to them in any way in this regard.



- In the event that the Supplier's services, according to the Order, would include studies, all results technical and industrial, arising from this study should be included and are the intellectual property right of MP.
- All kinds of technical documents, such as plans, material lists, schedules and specifications arising from the Order and prepared by the Supplier, and in general all documents provided to MP, become the property of MP, which has the right to use them freely.

## 20. MAINTENANCE OF DATA

- the Supplier agrees, in accordance with generally accepted accounting principles and practices, to maintain the information necessary to accurately represent the costs and invoices of the Supplier under the Order, and to provide such and other additional retain data on request from MP. The Supplier will keep this information for a minimum of three (3) years from the date of the last payment by MP

## 21. CONFIDENTIALITY

- The Supplier guarantees the confidentiality of all information of any kind, and in particular all technical and commercial information, of which he is responsible for the execution of the Order during the execution of the Order and during the five (5) following years.
- All documents, regardless of the carrier or the nature, including the internet, that are delivered by MP to the Supplier, remain the property of MP. They may not be copied in whole or in part, nor passed on or distributed to third parties without prior written permission from MP.
- The Supplier undertakes to use all confidential documents or information only for the execution of the Order.
- This confidentiality commitment applies even if the Order was not placed or was rejected.
- The Supplier undertakes the necessary measures with regard to his staff and his subcontractors to guarantee compliance with this clause.

## 22. COMPLIANCE

- The Supplier ensures that both his factory and / or workplace, as well as all materials used by the Supplier (such as for example for the welding procedures and the control procedures), and all that is necessary for the execution of the Order are at his expense approved by authorized persons or organization. He must also guarantee that the same applies to his possible subcontractors.
- The Supplier must have the necessary certificates for materials and personnel (eg. welders) and will present them at request of MP.



## 23. DISSOLUTION OF CONTRACT

- In the event that the Products are intended to be sold or manufactured in the context of a contract between MP and a customer, the termination of this last contract will lead to the termination of the Order, without compensation for the Supplier other than the costs provided for the dissolution of the contract between MP and the customer.
- In the event that the Order is not wholly or partially carried out by the Supplier, MP may, without prejudice to its rights to compensation or interest and after notice of default:

– either have the work carried out by another company at the expense of the Supplier or purchase the Products from another company of choice, the price surcharge being borne by the Supplier. The Supplier may not use the intervention of another company to limit or exclude its responsibility with regard to the contractual guarantees.

– or, if the notice of default has remained ineffective, cancel the Order by means of a registered letter with acknowledgment of receipt and demands repayment of the advance payments.

- MP may also cancel the Order in the event of liquidation or in the event of a judicial administration and / or bankruptcy of the supplier, and if the administrator or trustee does not make his answer known within a month when he is summoned to decide whether or not to execute the agreement.
- MP may cancel the Order, without prejudice to its rights to compensation or interest, in the event of a case of force majeure that delays the execution of the Order by more than thirty (30) days

## 24. PRIVACY AND DATA PROTECTION

- For the purposes of this Article, the terms used shall have the meaning set forth in the applicable legislation concerning the processing of personal data, including:

(i) Directive 2002/58 / CE of the European Parliament and of the Council of 12 July 2002, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “General Data Protection Regulation”), and

(ii) All other local and future applicable legislation that may supplement or replace it.

(Hereinafter together “Data Protection Regulation”, abbreviated to DPR)

- the Supplier undertakes to comply with his obligations under the DPR
- The Supplier guarantees MP that it complies with the GDPR, in particular with regard to the security and confidentiality of personal data.

- the Supplier undertakes to take the appropriate technical and organizational measures to protect the personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to personal data sent, stored or otherwise processed, taking into account the nature of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- In order to execute the Order, the Supplier may collect and process personal data relating to employees and / or customers of MP or other categories of data subjects that are relevant to the execution of the Order.
- the Supplier acknowledges that he acts as a controller for the collection and processing of such personal data that are carried out for the delivery of the Order. The supplier therefore undertakes to comply with all requirements of the GPR that are imposed on the responsible party.
- the Supplier undertakes to comply with this article for the duration of the Order and thereafter if the obligations in this article continue to exist upon termination of this Order, in accordance with the GPC and in particular the obligation to protect and confidentiality of the personal data .

## 25. CODE OF CONDUCT-ACQUISITION CLAUSE

- The Supplier's Code of Conduct is intended to promote and enforce human rights, ethics, environmental protection and safety practices. MP expects all its suppliers to respect the ethical principles of the Group and to ensure that this Code of Conduct is observed by all their employees and subcontractors. Suppliers must also ensure compliance with international treaties and embargoes imposed by countries.
- The sector in which MP and the Supplier trade requires MP to continuously training of its staff. The Supplier who wishes to recruit staff from MP within the year after the Order has been terminated undertakes to pay compensation to MP of at least 25,000 euros. The interest arising from this obligation starts to run from the moment that the staff member no longer provides services to MP, regardless of whether or not he is still registered with MP

## 26. GOVERNING LAW AND JURISDICTION

- The applicable law is the law of the country of the MP company that placed the Order. An Order between MP and the Supplier can therefore only apply to right of the MP establishment. The provisions of this agreement take precedence over the law of the country that will be applied with the exception of the provisions of public order.
- All disputes arising between MP and the Supplier, which cannot be resolved by mutual agreement, will be submitted to the court competent on the basis of the nature of the dispute of the place of business of the MP company that has placed the order

- MP and the Supplier may agree on another form of dispute resolution, such as arbitration or mediation
  - The GPC can be consulted in the Dutch, French and English language on the MP website, where the version on this website must always be applied in the event of a dispute. The Dutch text is the basic text and should be used for the interpretation of the translated versions.
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