

# ABRISO JIFFY NV - CONDITIONS OF PURCHASE

Hereafter N.V. ABRISO JIFFY is referred to as *the buyer*, the supplier receiving the present order is referred to as *the vender*.

## ARTICLE 1

The vender is considered to be fully acquainted with and to accept the present conditions by the mere fact of the acceptance of the order, regardless of any conditions that may figure on documents of the vender.

## ARTICLE 2

Every order placed by the buyer must be confirmed or refused within 3 working days after posting of the order. By lack of explicit confirmation or refusal the order shall be considered as implicitly accepted.

The buyer is only obligated by orders explicitly confirmed by him, oral agreements and/or confirmations by the staff and/or representatives of the buyer shall not obligate the buyer, except when he has confirmed in writing.

## ARTICLE 3

The terms of delivery or delivery dates are binding and essential. The buyer may refuse a late delivery and/or claim damages. Circumstances beyond ones control can only justify a late delivery when the buyer has been notified in writing prior to the delivery date. Technical problems, irregular supplying of the vender or internal organisational problems are not considered to be circumstances beyond ones control.

## ARTICLE 4

All shipments must be accompanied by a dispatch note containing at least following mentions:

- references of the buyer's order
- contents of the shipment
- number of pieces

The invoice must also contain these mentions by lack of which the invoice shall be considered as non valid between parties an shall be sent back by the buyer.

## ARTICLE 5

The goods travel at the responsibility and risk of the vender. The goods are received and accepted in the warehouses of the buyer, at which time responsibility and risk pass to the buyer.

## ARTICLE 6

The buyer shall examine the packaging of the goods at receival in his warehouses and shall identify and check the quantity of the goods by means of the dispatch note. The buyer shall to notify the vender in writing of any remarks within 10 days after receival of the goods. After that period, and by lack of any remarks, the delivery is considered to be accepted to that extent. The buyer and the vender agree that the quality of the packaged goods can not be examined within that period.

In case of apparent defects or in case of non-conformity the buyer may exchange the goods and/or claim damages. Exchange of the goods shall only be accepted by the buyer when the buyer can still meet the delivery date set with his customer. In case

of exchange of the goods all costs of shipment of new goods and the returning of the defective goods shall be born by the vender. In any case, the vender shall compensate the buyer for any damages.

## ARTICLE 7

The vender shall safeguard the buyer for any hidden defect which may become apparent after processing of the goods, regardless the seriousness of the defects. The buyer commits to notify the vender within thirty days after the he has gained knowledge of the hidden defect. In case of claims by the customer of the buyer, the buyer commits to exercising his rights within 5 months after he has gained knowledge of the eventual liability of the vender .

The vender is considered to have knowledge of all defects in his goods and shall compensate all damages caused by the hidden defects.

## ARTICLE 8

Besides article 5 and 6, the vender is liable in case of damage during processing of the goods and caused by the goods not responding to the current state of science and technology.

In case of processing of the goods to a whole of goods, the buyer shall inform his customers; the vender remains responsible for the properties of his own products at all time.

The vender shall fully inform the buyer of the technical and functional specifications of the goods. The vender shall question himself upon the suitability of the goods for the processing of the buyer. The vender is liable for any damages resulting from the goods not being suitable.

## ARTICLE 9

Except for a different prior agreement invoices shall be paid within 14 days with a 3 % discount or 60 days end of month.

## ARTICLE 10

The vender shall be liable for his breach of contract. In such case the buyer may terminate, by formal notice, all contracts with the vender and/or claim damages.

Are considered to be essential obligations of the vender and shall be considered as breach of contract: (1) not meeting delivery dates, after formal notice (2) not settling damages of which the amount is fixed in a judgement or agreement, after formal notice (3) danger of insolvency of the vender.

The vender may terminate the contract in case of the buyer not fulfilling essential obligations when explicitly foreseen by the vender and when the buyer has consented in writing.

## ARTICLE 11

The vender can not invoke lapse of right. Prescription periods are according to Belgian national law.

## ARTICLE 12

All contracts are subject to Belgian law. It is explicitly agreed, and the vender accepts, that The United Nations Convention on Contracts for the international Sale of Goods (VIENNA – 11 april 1980) is not applicable.

## ARTICLE 13

These conditions of acquisition can be provided in Dutch, English, German and French. The buyer is content with the current text. At first request these conditions shall be provided in any of the mentioned languages.

## ARTICLE 14

We are certified ISO9001:2015 and ISO14001:2015 for our production of extruded polystyrene boards Styrisol. We evaluate our external suppliers and transport companies on the following points : 1/ price 2/ delivery punctuality 3/ communication-accessibility 4/ complaints.

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