

PUR	PURCHASING DEPT	ALL	 VESUVIUS
GENERAL PURCHASE CONDITIONS			
VESUVIUS GROUP s.a.		PUR 27/ 07	

Generalities

- 1.1. The present general conditions are applicable for the VESUVIUS group of companies, called herein the “Purchaser”.
- 1.2. The present general conditions are applicable subject to amendments that the parties could bring through a specific written covenant.
- 1.3. By accepting the placed order, the Seller relinquishes the application of any provision present in his general or specific sale conditions, even when those indicate that they are the only valid provisions.
- 1.4. The Agreement between the parties consists of the following documents and they shall be interpreted in the following order: (1) the Purchase Order; (2) these General Purchase Conditions; (3) the Specific Purchase Conditions; (4) the Contract Module and related documents (drawings,...). These documents collectively constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals or quotations. Neither party shall rely on any other representations, promises or understandings that are not set out herein.

Control

- 1.5. The Seller represents that he has established in his factory a certified quality control system according to the ISO9001:2008 standards. An exemplar of the insurance certificate must be provided to the Purchaser. In case of non conformity with the ISO9001:2008, a certificate of agreement of the Seller by the Purchaser must be established.
- 1.6. The Purchaser is authorised, at any time and at any stage of the manufacturing process, to control and verify, through one or more duly appointed representatives, the quality of the material and material parts used in the manufacturing process.
- 1.7. The fact that the Purchaser has not issued remarks during these controls or verifications does not deprive the Purchaser from the right to reject the material as being non-conform or affected by an obvious or latent defect.

Marking CE

- 1.8. All ordered equipment and the related documentation, subject to the Machinery Directive n°89/392/CEE and amendments, must be conform to the said directive and must be supplied with the adequate CE Certificate of Conformity.

REACH Regulation

- 1.9. The Seller who is supplying substances or preparation as they are defined in the REACH regulation (Regulation of the European Parliament and of the Council (EC) No.1907/2006 of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)), is aware of his obligations resulting from the REACH regulation and undertakes to meet them on delivery of the

File Name : PUR027-07E General_Purch_Conditions.doc	Written by		Revision 07		Checked by		Page	
	VBQ	17/05/05	REV	12/05/2017	SDE	12/05/2017	1 of	5

PUR	PURCHASING DEPT	ALL	 VESUVIUS
GENERAL PURCHASE CONDITIONS			
VESUVIUS GROUP s.a.		PUR 27/ 07	

substances and preparations. The Seller guarantees to deliver to the Purchaser only substances and/or preparations which are registered or pre-registered according to the REACH regulation. In case of violation of the said obligation the Seller undertakes to indemnify the Customer and make him harmless against and out of any claim of any third party, including any claims of a government authority, losses, damages, costs or expenses arising out of or in connection with a breach of this provision.

The Seller agrees not to supply to the Purchaser any substance either alone or in preparations or articles which are included in annex XIV of REACH and subject to authorisation without the prior written consent of the Purchaser.

The Material Safety Data Sheet will be supplied for free within 5 working days dated from the date of the request of the Purchaser.

Order Confirmation

- 1.10. The terms of the order (quantity, price and delay) must be confirmed within 5 working days. After this delay, the Purchaser will consider that the supplier accepts all terms and conditions of the purchase order (price, quantity, delivery time,...)
- 1.11. If the Seller needs to work with one or several subcontractors to accomplish the order, the Seller must inform the Purchaser at the latest in the order confirmation. The Purchaser could cancel the order if one of the subcontractor cannot be approved by the Purchaser. The Seller must ensure by a written agreement with the subcontractor that the documents transferred to the subcontractor will be handled confidentially.

Drawings - Documents

- 1.12. All the drawings and technical documents that are entrusted to the supplier before or after the signing of the order or contract remain the exclusive property of the Purchaser. They cannot be copied, reproduced or used for any other purpose than the object of the contract or communicated to third parties without his authorisation.
- 1.13. All such drawings and technical documents shall be immediately returned to Purchaser by Seller and any of its approved sub-contractors upon Seller's demand for their return.

Delivery

- 1.14. Unless contrary written covenant, the supply must be performed "ex-Works" at the supplier address, pursuant to Incoterms 2010.

File Name : PUR027-07E General_Purch_Conditions.doc	Written by		Revision 07		Checked by		Page	
	VBQ	17/05/05	REV	12/05/2017	SDE	12/05/2017	2 of	5

The contents of this document is the exclusive property of the Vesuvius group of Cies and is subjected to copyright. Use, copy, dissemination of this document or its use contrary to its intended purpose is not permitted without the prior written consent of Vesuvius.

PUR	PURCHASING DEPT	ALL	 VESUVIUS
GENERAL PURCHASE CONDITIONS			
VESUVIUS GROUP s.a.		PUR 27/ 07	

Delivery date or deadline

- 1.15. Unless contrary specific indication:
 - the delivery deadlines are counted as from the date of the order issued by the Purchaser.
 - the delivery date or deadline is mandatory.
- 1.16. The date of readiness has to be confirmed latest 1 week before that date in order to organize the transport.
- 1.17. If the delivery date or set deadline is exceeded, the Seller will pay a basic allocation of 2% per week of delay and this, without the need for a formal notice. Basic allocation limited to 12%.
- 1.18. As soon as the delay reaches 6 weeks, the Purchaser can disengage from the contract, without legal intervention, if the supplier left unanswered a previous formal notice for 5 days after its reception.
- 1.19. The application of the above mentioned provision does not deprive the Purchaser from the right to demand to the Seller full indemnity equivalent to the late delivery penalty.

Risk transfer

- 1.20. The risk transfer is operated during the effective delivery of the goods by the Seller – ex works upon loaded transportation vehicle.

Reception of the goods - Complaints

- 1.21. Without prejudice to the application of article 1.18, the Purchaser has a deadline of 15 days from the latest of the following dates:
 - the day of reception of the effective delivery of the goods,
 - the day of reception of the invoice,

to file any complaint or express any remark about either the conformity or the quality of the sold goods and this, in writing and under the form of a non-conformity document without prejudice of article 1.25.
- 1.22. The Purchaser might re-invoice any modification or repair cost induced by the non-conformity if the time schedule or transport constrains do not allow the non-conform material to be returned to the Seller.

File Name : PUR027-07E General_Purch_Conditions.doc	Written by		Revision 07		Checked by		Page	
	VBQ	17/05/05	REV	12/05/2017	SDE	12/05/2017	3 of	5

The contents of this document is the exclusive property of the Vesuvius group of Cies and is subjected to copyright. Use, copy, dissemination of this document or its use contrary to its intended purpose is not permitted without the prior written consent of Vesuvius.

PUR	PURCHASING DEPT	ALL	 VESUVIUS
GENERAL PURCHASE CONDITIONS			
VESUVIUS GROUP s.a.		PUR 27/ 07	

Payments

- 1.23. The payments will be effected 90 days end-of-month from the date of reception of the invoice, provided the goods are accepted; or, pursuant to the conditions indicated on the purchase order issued by the Purchaser.
- 1.24. If for one of the circumstances foreseen at articles 1.19 or 1.25, the Purchaser is late in payment, the Seller shall not claim damages to the Purchaser.

Guarantee

- 1.25. The Seller commits himself to remedy in the shortest time to any defects of the goods, whatever their nature or origin, which will be detected within a period of 12 months from the effective delivery date and to indemnify the Purchaser for all prejudice caused

Trademarks and Patents

- 1.26. The Products shall not bear any trademark or other name identifying the Seller. The Purchaser can affix or demand that the Seller affix on the Products any trademark as chosen by the Purchaser according to its marking procedures.

Exemption provisions


- 1.27. All the circumstances beyond the control of one of the parties which occur after the signing of the contract and which prevent its execution are deemed exemption clauses: industrial dispute, fire, mobilisation, conscription, embargo, cash transfer interdiction, insurrection, absence of means of transport, general raw material shortage, energy consumption reduction, etc.
- 1.28. The party which invokes the above referred to circumstances must notify immediately the other party in writing, and this, as soon as they occur and disappear.
- 1.29. The occurrence of any of these circumstances relieves both the Seller and the Purchaser of all responsibilities.

Applicable right

- 1.30. The Belgian Law governs the contract except in case of written agreement by the parties.

File Name : PUR027-07E General_Purch_Conditions.doc	Written by		Revision 07		Checked by		Page	
	VBQ	17/05/05	REV	12/05/2017	SDE	12/05/2017	4 of	5

The contents of this document is the exclusive property of the Vesuvius group of Cies and is subjected to copyright. Use, copy, dissemination of this document or its use contrary to its intended purpose is not permitted without the prior written consent of Vesuvius.

PUR	PURCHASING DEPT	ALL	 VESUVIUS
GENERAL PURCHASE CONDITIONS			
VESUVIUS GROUP s.a.		PUR 27/ 07	

Competent Court

1.31. In case of dispute, only the court of the registered office of the Purchaser is competent.

These general conditions are based upon AGORIA general purchase conditions (AGORIA is the Belgian federation of technologic industry).

The Vendor

For the Purchaser (VESUVIUS),

CY : _____

CY : _____

Name : _____

Name : _____

Title : _____

Title : _____

Signature :

Signature :

File Name : PUR027-07E General_Purch_Conditions.doc	Written by		Revision 07		Checked by		Page	
	VBQ	17/05/05	REV	12/05/2017	SDE	12/05/2017	5 of	5