

**GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES** (version 2021)

**1. Definitions**

**1.1.** In these General Conditions and in any subsequent Quotation, the terms defined in this section shall have the following meaning when they are written with a capital letter:

**“Acceptance Certificate”** means the acceptance of the Products and/or Services by the Company in the form set out in Appendix 2.

**“Company”** means any person, firm, company, partnership, competent authority or other business entity to whom the Supplier sells any Products and/or Services under the Contract.

**“Completion Date”** means the date specified in the Quotation by which the Supplier will deliver the Products and/or complete the Service(s).

**“Contract”** means the Contract formed between the Company and the Supplier on acceptance in Writing of a Quotation by the Company, whereby the Supplier sells or supplies Products or Services to the Company, incorporating these Terms and Conditions.

**“Delivery Date(s)”** means the date or dates specified in the Quotation for the Company to deliver the Products at Supplier’s address.

**“Equipment”** means the equipment, plant, machinery, tools, parts and accessories, including any instalment, part or combination of same.

**“General Conditions”** means these general terms and conditions for the purchase of Products and/or Services set out in this document and any other terms and conditions agreed pursuant to clause 2.1.

**“including”** means without limitation.

**“Losses”** or **“Claims”** includes all actions, causes of action, claims, demands, proceedings, damages, awards, payments, debts, losses, costs, expenses (including legal or professional expenses), penalties, fines, compensation or other liabilities whether direct, indirect, consequential or otherwise including loss of profit, business, turnover or market share, and interest thereon.

**“Party”** means each of the Company and the Supplier and **“Parties”** shall be construed accordingly.

**“Price”** means the charge made by the Supplier for the sale of the Services and/or Products as further defined in the Quotation.

**“Product(s)”** means any goods (including aircraft, materials, Equipment, machinery, products or articles of whatsoever nature which the Supplier is to sell to the Company, or provide any Services in respect of, under the Contract.

**“Purchase Order”** means the written instruction issued by the Company to the Supplier setting out the requirements of the Company for the purchase of Products and/or Services.

**“Quotation”** means the Supplier’s quotation for the Purchase Order in the form set out in Appendix 1.

**“Service(s)”** means any services or work provided by the Supplier to the Company under the Contract including the provision of any consultancy or advisory services, research or design services, or the service, maintenance, refurbishment or provision of qualified operators for the use or operation of the Products.

**“Supplier”** means NHV or any of its subsidiaries or related companies as stated in the Purchase Order.

**“Supplier’s Address”** means Kalkaertstraat 101, 8400 Oostende, Belgium or the usual place of business of any subsidiary or related company or such other address as stated in the Quotation.

**“Workforce”** means a party’s personnel, employees, agents, officers, directors, contractors, sub-contractors including any key personnel, or any other person which is behest of that party.

**“Writing”** means any form of written communication including electronic mail (**“Email”**) where the parties have agreed either expressly or by a course of dealing to communicate by Email and have provided each other with correct Email addresses accordingly, save that any Email shall take effect only when received by the recipient.

In addition to terms defined elsewhere in the General Conditions, the definitions and other provisions in this clause apply throughout these General Conditions unless the contrary intention appears.

In these General Conditions, unless the contrary intention appears, a reference to a clause, sub clause, paragraph, appendix is a reference to a clause, sub clause, paragraph, appendix of or to the General Conditions.

The headings in the General Conditions do not affect its interpretation.

**2. Application**

**2.1.** All business conducted by the Supplier with the Company, including any Contracts, Purchase Orders, Quotations or pre- contractual negotiations, shall be subject to these General Conditions to the exclusion of any and all other terms and conditions, including any standard or general terms and conditions of purchase, sale, hire or for services confirmed or referred to in any Purchase Order or acknowledgement from the Supplier, except where the Parties have identified or incorporated mutually agreed special conditions into a Quotation to modify, supplement or amend these General Conditions (**“Special Conditions”**). Such Special Conditions shall apply equally with these General Conditions but in the event of a conflict or any ambiguity between these General Conditions and the Special Conditions, the Special Conditions shall prevail.

**2.2.** The purchase of the Products and/or Services by a Company is considered to be performed within the framework of its professional activities.

**2.3.** Any and all statements, warranties, representations, advice or recommendations made or given by the Supplier during negotiations prior to the conclusion of a Contract are not binding unless incorporated into the Contract in Writing and signed by both parties.

**2.4.** A Contract shall be formed when the Company accepts Supplier’s Quotation subject to these General Conditions.

**2.5.** The Supplier will sell Products and/or Services to the Company and the Company will pay the specified Price, in accordance with the Contract.

**3. Quotation**

**3.1.** A Quotation shall become binding and come into force upon acceptance of the Company of the Quotation in Writing (**“Confirmation”**).

**3.2.** Supplier shall be entitled to carry out modifications to the Quotation without the consent of the Company in case these modifications are required pursuant to new manufacturing or engineering requirements, obsolescence or new regulations and as long as these modifications do not affect the specification and/or performance of the Product and/or Services. Should the requirements affect specification and/or performance of the Product and/or Services, related costs and/or delivery time, Parties shall mutually agree on the contractual consequences. If the Parties fail to reach an agreement within one (1) month, the Supplier is entitled to terminate the Contract under the conditions stated in article 13.

**3.3.** Any changes to the Quotation requested by the Company, after the Confirmation, will only be binding by specific acceptance of the Supplier in Writing and may lead to an adjustment of the price and/or Completion Date.

**4. Performance of Contract**

**4.1.** The place of performance of the Contract, including any delivery of Products or where any Services are to be provided, shall be the Supplier’s Address.

**4.2.** Unless otherwise agreed in Writing, it is the Company’s obligation and risk to (i) deliver any Products subject to the Contract to the Supplier’s Address by the Delivery Date and/or (ii) collect any Products subject to the Contract from the Supplier’s Address by the Completion date, within normal office hours unless otherwise mutually agreed.

**4.3.** Adherence to the Completion Date is conditioned upon the Company fulfilling all of its contractual obligations. Any postponement of the Completion Date due to (i) changes or additions to the Contract on request of the Company or (ii) any failure or omission by the Company to perform its obligations under the Contract shall not constitute a delay. Any additional costs incurred by the Supplier as a result of the occurrence of one of the above events shall be invoiced by the Supplier and paid by the Company over and above the Price.

**4.4.** Supplier explicitly undertakes that:

**4.4.1.** it shall at all times act in accordance with accepted professional standards and shall use all reasonable endeavours to render the Services in the most adequate manner and in strict conformance with all applicable laws, regulations and legal requirements, and to meet the Completion Date;

- 4.4.2. it shall notify the Company promptly of any circumstances whatsoever which might cause non-compliance with the Completion Date.
- 4.4.3. all of its employees, officers, agents, subcontractors shall have the necessary care, skills, qualifications, experience and abilities as can reasonably be expected from experts in their relevant fields of expertise in order to render the Services;
- 4.4.4. it shall refrain from anything that could prejudice its obligations under this Agreement.

## 5. Price

- 5.1. The Price for the sale of Products and/or Services shall be that as stipulated in the Quotation and agreed by the Company through the Confirmation.
- 5.2. For any Purchase Order and/or Quotation for a value lower than two hundred Euros (200,00 €), Supplier reserves the right to invoice for such Purchase Order and/or Quotation the minimum value of two hundred Euros (200,00 €).
- 5.3. Unless otherwise specified, the Price provided by the Supplier shall be exclusive of any and all costs, charges or taxes relating to storage, loading, carriage, unloading, delivery and insurance of any Product or any licence fees, duties, local taxes or additional costs of such nature.
- 5.4. If Company fails to comply with the provisions set forth in the Contract, or in case of significant modification in international and national regulation, which impact the sale of the Products and/or the Services, Supplier is entitled to review the Price.

## 6. Invoicing and payment

- 6.1. At the sole discretion of the Supplier, Supplier may request the Company to make a down payment as stated in the Quotation.
- 6.2. Any down payments are non-refundable, as they are necessary to partially cover the production, procurement, financial, administrative and other costs.
- 6.3. The Supplier will issue to the Company an invoice or invoices for the Price at the intervals agreed in the Contract, or in the absence of such terms, following the Completion Date.
- 6.4. At the sole discretion of the Supplier, Supplier may request the Company to make full payment of the Price by the Completion Date.
- 6.5. Company shall pay the Price due without deduction or set-off within fourteen (14) days of receipt of the invoice by wire transfer to the bank accounts of Supplier and under reference as indicated on the invoice.
- 6.6. Save to the extent that an item is exempted from or zero rated for tax added value, the Price will be increased by value added tax at the rate applicable at the time a Contract is entered into.
- 6.7. Within seven (7) days of receiving an invoice, the Company shall notify Supplier in writing whether or not it agrees with the contents of the invoice. The payment of an invoice by Company shall be deemed an acceptance in full of the delivered Products and/or Equipment, and/or Services rendered and invoiced.
- 6.8. In case of delayed payment, the Supplier is entitled to
- 6.7.1. Immediately suspend or terminate all rights of the Company under the Contract without any liability whatsoever to the Supplier;
- 6.7.2. charge the Customer for any additional costs and/or expenses incurred as a result of such postponement, including storage, maintenance;
- 6.7.3. to demand that any delivered Products be returned, or in case the applicable law doesn't allow this to benefit from any other rights that such laws may confer;
- 6.7.4. charge interest on the last due and outstanding amounts at the rate of 4% per annum or the highest legal rate, whichever is lower.

In addition, Company shall pay all reasonable expenses and costs, including court costs and attorney's fees incurred by Supplier in attempting to recover any sum owed by Company to Supplier under this Contract.

- 6.9. Unless otherwise agreed, no discount shall be granted by the Seller to the Customer in case of early payment.

## 7. Acceptance and Transfer of Ownership and Risk

- 7.1. The Services and/or Products shall be deemed accepted (i) by execution of the Acceptance Certificate by the Company or (ii) five (5) working days after the Completion Date, except in case Company refuses the acceptance of the Products and/or Services in Writing with a clear and substantiated reasoning and the contractual grounds thereof; whichever occurs first (hereinafter referred to as the "Acceptance").
- 7.2. In case the Company fails to collect the Products by the Completion Date
- 7.2.1. the Company shall reimburse any expenses incurred by the Supplier such as maintenance, storage, insurance, taxes and associated penalties if any, levies, etc. following the delay in collection of the Products. The foregoing does not constitute any obligation for the Supplier to maintain, store or insure the Products beyond the Completion Date whereby the Products should have been collected.
- 7.2.2. the Supplier may terminate the Contract as per article 13.1 and shall not be liable for any loss or damages incurred by the Customer as a consequence of such termination.
- 7.3. Unless otherwise agreed, delivery shall be EXW Supplier's Address (Incoterms 2020). The transfer of ownership of any Products shall take place at the Supplier's Address, at the time of their collection. Risk of loss or damage to the Products is transferred to the Company at the time of delivery of the Products by the Supplier to the Company.

## 8. Supplier's Property

- 8.1. If the Supplier or its agents, customers, personnel or subcontractors supply any goods, materials, equipment or the like or any specifications, drawings or such data free of charge to the Company for the purposes of the Contract, all such items shall be and remain the exclusive property of the Supplier and shall be held by the Company in safe custody and maintained and kept in good order and condition by the Company until returned to the Supplier.

## 9. Warranties

- 9.1. The Supplier warrants that the Products and/or Services will be free from defects in material or workmanship for a period of six (6) months following the Completion Date or within five hundred (500) flying hours from the time they are fitted to an aircraft; whichever event occurs first (the "Warranty Period").
- 9.2. Where the Supplier is
- (i) not the manufacturer of the Products, the Products are covered by the warranty granted by the manufacturers of these Products;
- (ii) subcontracting the Services or part of the Services, the Services are covered by the warranty granted by the subcontractor.

The Supplier will transfer to the Company the benefit of the above warranty who hereby acknowledges and accepts such assignment.

- 9.3. Company shall notify Supplier within ten (10) days if it becomes aware of a possible defect ("Notification"). In mutual agreement between Supplier and Company, the Company shall return the allegedly defective Products to the Supplier within a maximum period of fourteen (14) days after the Notification. If Company fails to return the allegedly defective Products in due time, the Supplier reserves the right to invoice the replacement Products which have been ordered or produced for the Company.

- 9.4. Supplier will compensate reasonable transportation costs outbound from the Company to the Supplier for the repairable Products for which the benefit of the warranty has been granted. The invoice for these costs will be sent within one month after they have been incurred. Any other costs (including but not limited to insurances, customs, etc.) incurred by the Company relating to the allegedly defective Products (e.g. removal, re-installation, etc.) shall be borne by the Company.

- 9.5. The Company will have no claim against Supplier under the warranties set forth in this clause 9 to the extent that:
- (i) Company fails to notify Supplier within ten (10) days if it becomes aware of an alleged defect;
- (ii) the alleged defect originates out of the gross negligence or wilful misconduct of Company;
- (iii) the Product is stored, transported, operated, maintained,

installed, repaired or overhauled otherwise than in accordance with applicable manuals, documentation and/or instructions delivered by Supplier;

- (iv) if the Product or any part thereof has been repaired or altered otherwise than as agreed and/or instructed by the Supplier;
- (v) if the Product suffered an accident;
- (vi) if the alleged defect is the result of normal wear and tear.

**9.6.** The warranty constitutes the Supplier's sole liability in case of breach of the warranty obligation, and is exclusive and in lieu of any other warranty or remedy available under the Contract or at law.

#### **10. Liability**

**10.1.** Parties shall only be liable for direct loss and damages to property, injury or death incurred by the other Party and directly caused by an act or omission in connection with or arising out of the Contract, except in case of gross negligence or wilful misconduct by a Party.

**10.2.** Each Party shall be responsible for death or bodily injury arising to its own personnel, whatever the cause. The Parties therefore waive the right to any claim against the other in this respect, except if such death or bodily injury is caused by the gross negligence or wilful misconduct of the other Party.

**10.3.** Supplier's total and cumulated liability under the Contract, due to any and all causes whatsoever, whether based on breach of contract or in tort or otherwise, shall in no event exceed in aggregate an amount equivalent to one hundred per cent (100%) of the total net Contract Price; except in the event of gross negligence or wilful misconduct of the Supplier.

**10.4.** In no event shall the Parties be liable for any indirect, consequential, incidental, special or punitive damages of any kind, including, but not limited to, damages for any direct or indirect loss of use or profit, loss of assets, loss resulting from business disruption, loss of goodwill or loss of contractual opportunity by the other Party.

**10.5.** To the extent permitted at law, the Supplier's obligations and liabilities and the Company's rights and remedies as set forth in the Contract are exclusive and are in replacement of any and all other remedies under law or otherwise.

#### **11. Force Majeure**

**11.1.** The Supplier shall not be liable to the Company or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations due to a "Force Majeure Event", meaning any cause beyond the Supplier's reasonable control including:

- 11.1.1. act of God, storm, flood, epidemics, tempest or other weather conditions, explosion, fire or accident;
- 11.1.2. war or threat of war, civil war, hostilities, sabotage, insurrection, riot or civil disturbance, or requisition;
- 11.1.3. governmental or local authority acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind;
- 11.1.4. import or export regulations or embargoes;
- 11.1.5. strikes, lock-outs or other industrial actions or trade disputes whether involving employees of the Company or of a third party;
- 11.1.6. a bankruptcy or insolvency event concerning any supplier or subcontractor (or lower level subcontractor or supplier); or
- 11.1.7. failure or breakdown in equipment or machinery from power failure or other external causes; or
- 11.1.8. any other case beyond the reasonable control of the Supplier.

**11.2.** For the avoidance of doubt, the delay or absence of payment by the Company cannot be considered by it as a case of force majeure.

**11.3.** In case of a Force Majeure Event, the Completion Date shall be extended by such period of time reasonably required to remove and/or overcome the Force Majeure Event and its effects.

**11.4.** In the event of a delay or prevention continuing for a period of thirty (30) consecutive days by reason of a Force Majeure condition, then both Company and Supplier shall meet to agree a mutually acceptable solution. Failing agreement within thirty (30) days thereafter, both Supplier and/or Company shall have the right to terminate the Contract or part of the Contract by giving notice in writing. In the event that the Contract is terminated neither Party shall be liable to the other

for any cancellation fee or loss suffered as a result of such termination.

#### **12. Export and Import**

**12.1.** Products and/or Services may be subject to export laws and regulations as well as national, foreign and international regulations, and the Parties acknowledge that violations to such laws and regulations are prohibited.

**12.2.** Company shall be fully responsible for any and all customs clearance operations relating to the execution of Quotation. Company will be responsible for identifying if any import/export licence is required for the performance of the Contract and if compulsory shall obtain such import/export licence from the relevant authorities. Company shall comply with all applicable customs procedures to obtain customs clearance for the importation, exportation or re-exportation of Products.

**12.3.** Clause 12.2 will not be applicable for those customs operations which are an inherent part of the Services. Supplier will notify Company of those customs operations which are inherent part of the Services and as such fall under the responsibility of the Supplier.

**12.4.** With respect to such procedures Parties shall, where necessary assist the other Party in preparing, issuing and submitting the documents required in due time to customs authorities and/or to the other Party, as the latter may so instruct.

**12.5.** The Supplier shall not be held liable if the Company fails to comply with clause 12 and any event following such a failure shall be considered as a Force Majeure Event as defined in clause 11.

#### **13. Termination**

**13.1.** Parties are entitled to terminate the Contract immediately by notice in Writing to other Party if:

- 13.1.1. the other Party makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or
- 13.1.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other Party; or
- 13.1.3. the other Party ceases or threatens to cease to carry on business;
- 13.1.4. the other Party undergoes a change of control (where "control" for the purposes of this sub-clause 13.1.4 means the ability to direct the affairs of another whether by virtue of the ownership of shares, contract or otherwise);
- 13.1.5. the other Party persistently fails to perform its obligations and doesn't remedy the failure to perform within a period of one (1) month following the notification of the non-defaulting Party of the failure.

**13.2.** In the case of termination for default of the Company, the Company shall reimburse the Supplier for all costs incurred by the Supplier or which the Supplier could not reasonably avoid incurring. The Supplier shall be entitled to retain any payments already made by the Company, until an agreement is found on the above or the dispute resolution has been implemented and a decision has been taken in consequence.

**13.3.** In the case of termination for default of the Supplier, the Supplier shall be entitled to deliver the remaining non-faulty Products and render the remaining non-faulty Services, and shall be paid the corresponding price thereof. The Supplier shall refund the Company, the amount of the down payment which refers to the unfulfilled part of the Contract.

#### **14. Confidentiality and Intellectual Property**

**14.1.** All techniques, processes, inventions, trade secrets, equipment, drawings, designs, specifications, documents, proposals and information concerning the Services and/or Products or relating to the Supplier's business of which the Company and its Workforce shall obtain knowledge or information (except to the extent that they are within or fall into the public domain other than by breach of the Contract) shall remain both during and after the completion of the business conducted under the Contract the absolute and exclusive property of the Supplier and the Company shall keep confidential and retain the same with the utmost secrecy and shall use its utmost endeavours to ensure that all its Workforce shall abide by the terms of this provision as though it were

binding upon each of them and the Company shall not, and shall procure that each member of its Workforce shall not, disclose or permit to be disclosed to any third party or otherwise use the same other than for the purpose of the provision of the Products and/or Services, nor shall it cause or permit anything which may damage or endanger the intellectual property of the Supplier or allow or assist others to do so.

**14.2.** All copyrights and other intellectual property rights including design rights, data base rights, moral rights and rights to computer software (collectively "IPR") relating to any and all documents, works, software or data and all other material in whatever form including hard copy and electronic form produced or recorded by the Supplier in the provision of Products and/or Services are not assigned to the Company and shall remain the absolute property of the Supplier to do with as the Supplier deems appropriate. The Company shall, if so required by the Supplier, and in any event on the termination of the Contract, surrender to the Supplier all original and copy documents, working papers, computer disks, and all other property containing IPR and/or belonging to the Supplier which is in the Company's or its Workforce's custody, power or control and shall deliver, and shall procure that each relevant member of its Workforce delivers an assignment, undertaking and waiver (in a form approved by the Supplier) to assign all IPR relating to any and all documents, works, software or data and all other material in whatever form including hard copy and electronic form produced or recorded by the Company or its Workforce (as the case may be) in the provision of the Products, Equipment and/or Services and to waive all rights in relation thereto.

**14.3.** The Company hereby agrees that, during the term of the Contract and for a period of twelve (12) months after expiry or termination howsoever caused, he will not solicit the Supplier's staff who are known by the Company or by any member of Company's Workforce to have been employed or engaged in the performance of the Contract. For the purposes of this clause, 'solicit' means a direct or indirect attempt to induce such person to take an engagement with such party as an employee, director, sub-contractor or independent contractor provided that this clause shall not apply to any engagement as a result of a general advertisement or recruitment campaign.

#### **15. Assignment and Subcontracting**

**15.1.** The rights and obligations of either Party hereunder shall not be assigned or transferred in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld.

**15.2.** The Contract shall be binding upon the successors and assignees of the Parties hereto.

#### **16. Privacy and Data Protection**

**16.1.** For the purposes of this Clause "Personal Information" means any information provided by or collected or provided by a Party in connection with the Contract (i) that identifies or can be used to identify, contact, or locate the person to whom such information pertains, or (ii) from which identification or contact information of an individual person can be derived. Personal Information includes, but is not limited to: name, address, phone number, fax number, email address, government-issued identifier. Additionally, to the extent any other information (such as, but not necessarily limited to, a personal profile, unique identifier, biometric information, and/or IP address) is associated or combined with Personal Information, then such information also will be considered Personal Information.

**16.2.** Any Personal Information collected or accessed by a Party in the performance of the Contract shall be limited to that which is strictly necessary to perform such Contract or to fulfil any legal requirements.

**16.3.** Parties shall use such Personal Information only as necessary to perform the Contract and not for any other purpose whatsoever. Parties shall maintain such Personal Information in strict confidence in accordance with the provisions of Clause 16.

**16.4.** If Personal Information is processed by the Company on behalf of Supplier, Supplier refers to its privacy statement (as published on its website) for further information.

**16.5.** If Personal Information is processed by Supplier on behalf of the Company, Supplier only processes Personal Information on instructions from the Company. The Company then has and holds full supervision and control over the Personal Information. The supervision and control over the Personal Information provided under the Contract

is never deemed to be assigned to Supplier. The Company is the only one liable for the Personal Information, to which NHV gets access to directly or indirectly via the Company. The Company will indemnify Supplier for any claim which could arise in virtue of the compliance with Clause 17.

**16.6.** Each Party will (i) comply with all applicable privacy laws and regulations ("Privacy Laws"); (ii) comply with all standards that relate to Privacy Laws and the privacy and security of Personal Information and (iii) refrain from any action or inaction that could cause NHV Group to breach any Privacy Laws.

**16.7.** Each Party will take reasonable steps to protect Personal Information in its possession from unauthorized use, access, disclosure, alteration or destruction. Security measures shall include access controls, encryption or other means, where appropriate. A Party must immediately notify the other Party of any known security breach that may result in the unauthorized use, access, disclosure, alteration or destruction of Personal Information.

#### **17. Ethical Conduct and Legal Compliance**

**17.1.** Both Parties shall uphold the highest standards of business ethics in the performance of the Contract. Honesty, fairness, integrity as well as ethical and legal conduct of business shall be paramount principles in the dealings between the Parties.

**17.2.** Company declares that it has reviewed and has knowledge of the contents of the "NHV Code of Conduct", which is available on the website of NHV, on the following URL: <http://nhv.be/about/code-of-conduct> and Company undertakes to comply with the principles contained therein.

**17.3.** The Parties shall comply, and cause their subcontractor(s) as well as each of their directors, employees, company's, agents and/or advisors ("**Affiliated Persons**") to comply, with the laws, rules and regulations of any other jurisdiction which is or may be applicable to the Contract and the activities of the Parties in connection with the Contract, including all laws, rules or regulations applicable to or national and international anti-corruption, anti-money laundering and export control laws and regulations, forced labour law (together "**Regulatory Law**").

**17.4.** The failure by Company to comply with the Regulatory law and/or cooperate with the Supplier to ensure compliance with the Regulatory Law shall entitle the Supplier to terminate the Contract forthwith without any prior notice and liability whatsoever.

**17.5.** The defaulting Party shall bear all loss, expense and damage and shall save, defend, indemnify and hold harmless the other Party from and against any and all losses, claims, suits, demands, liabilities, costs, expenses (including legal, court, experts' and investigative fees) and causes of action for any breach by the Defaulting Party of this Clause 17.

#### **18. Miscellaneous**

**18.1. Waiver.** It is fully understood and agreed that none of the provisions of the Contract shall be deemed waived by either Party unless such waiver is executed in writing and then only by the duly authorized agents or representatives of such Party.

**18.2. Severability.** If any provision in the Contract is void or non-applicable but would be valid if some part of the provision were deleted or restricted, the provision in question shall apply with such deletion or restriction as may be necessary to make it valid, provided that such deletion does not alter the economic effect of such clause as initially intended by the Parties.

**18.3. Entire agreement.** The Purchase Order Contract together with the General Conditions contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements and understandings, whether written or oral, with respect to the same subject matter, still in force between the Parties.

**18.4. Amendment.** Any amendment to the Contract, as well as any addition or omissions, shall only be effective if made in writing and signed by the duly authorized agents or representatives of both Parties.

**18.5. Notices.** Any notice given under the provisions of the Contract shall be in Writing and if sent by mail shall be sent by registered mail appropriately addressed at the addresses as mentioned above.

#### **19. Applicable Law and Jurisdiction**

**19.1.** The Contract and all issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of



[www.nhv.be](http://www.nhv.be)

the Contract shall be governed by and construed in accordance with the Laws of the country in which Supplier is registered.

**19.2.** All disputes arising in connection with the Contract shall, in first instance, be submitted to the exclusive jurisdiction of the competent courts of the country in which Supplier is registered.

**19.3.** In the event that any dispute arises out of or on connection with the Contract and its performance, the Parties will make every effort to resolve the dispute amicably and by mutual agreement. If, however, the Parties fail to reach an agreement, the dispute shall be referred to arbitration in accordance with the CEPINA arbitration rules, and settled by one (1) arbiter appointed in accordance with said rules. Location of the arbitration proceedings shall be in the country in which Supplier is registered. Proceedings are to be conducted in English language.

**APPENDIX 1. QUOTATION**

**QUOTATION**

Undersigned requests the following purchase of Product(s) and/or Service(s) to be provided by NHV:

**Details of Product(s) and/or Service(s):**

<b>A</b>	<b>Delivery Date</b>	<i>[if applicable - insert date(s)]</i>
<b>B</b>	<b>Description of Product and/or Service requested</b>	
<b>C</b>	<b>Completion Date</b>	<i>[insert date(s)]</i>
<b>D</b>	<b>Price</b>	<i>*[down payment if applicable / payment before completion if applicable]</i>
<b>E</b>	<b>Supplier's Address</b>	
<b>F</b>	<b>Specific Conditions</b>	<i>[if applicable]</i>

<b>Signed for and on behalf of Company</b>	
--	--

<b>Approved by and of behalf of NHV</b>	
---	--

This Quotation is governed by the NHV General terms and conditions for the purchase of products and/or services (“**General Conditions**”) which are available to view on NHV’s official website (www.nhv.be) under the terms and conditions section located on the home page or via the following link: <https://nhv.be/terms-and-conditions>. Any terms defined in this Quotation shall have the same meaning as set out in the General Conditions unless otherwise stated in the Quotation.

**APPENDIX 2. ACCEPTANCE CERTIFICATE**

**Acceptance Certificate**

Company hereby certifies that Supplier has fully completed all the work as contained in the Quotation:

**Details of Product(s) and/or Service(s):**

<b>Description of Product and/or Service requested</b>	

This further certifies Company's acceptance of the above said work in compliance with workmanship standard set and the specifications provided for in the Quotation.

<b>Signed for and on behalf of Company</b>	