Evez Zinc Belgium SA 
General Purchasing Conditions for Products and/or Services 
Last update: 2022

Each purchase made by Evez Zinc Belgium SA (“EVERZINC”) of Products and/or Services shall be governed by these General Purchasing Conditions (“GTC”), unless otherwise agreed in writing. In case of conflict, the provisions of Supplier’s terms and conditions, Supplier acknowledges and accepts the GTC and waives any other terms, whenever and in whatever forms they are provided, unless otherwise agreed in writing by EVERZINC.

A. DEFINITIONS
1. “Agreement” - agreement on purchase of Products and/or Services between EVERZINC and Supplier, including GTC, PO, and any appendices.
2. “Deliveries” - Products and/or Services to EVERZINC as per the Agreement.
3. “Effective Date” - date of signature of the Agreement.
4. “Force Majeure” - any event which is beyond the control of a Party and which causes or results in default or delay in the performance by a Party of any of its obligations under the Agreement, where the event could not have been avoided by such Party of a standard of care and diligence, and includes, but is not limited to, fire, explosion, flood, earthquake, action of the elements, riots, natural disaster, act of God, strike, or any other similar unavoidable cause.
5. “Parties” - EVERZINC and Supplier (‘Party’ or ‘Suppliers’).

B. FORM AND EXPIRY OF THE AGREEMENT
1. The Agreement shall be binding on the Parties as of the Effective Date. In case of contradictions, the following hierarchy prevails: (i) the Agreement, (ii) the (frame)agreement between EVERZINC and the Supplier, and, (iii) the GTC.
2. EVERZINC shall be entitled to test the Products, or have the Products tested, at any time. The test shall be performed by EVERZINC at its own cost. In case of non-conformity of the Products, the Products shall be considered non-conforming.

C. GUARANTEE
1. Supplier shall perform the Agreement in a professional and competent manner with a degree of skill and care as required by the professional practices, and in compliance with the Agreement, relevant regulations, the industrial standards and rules applicable on Site. Supplier acknowledges that it is aware of the nature and the scope of the works of EVERZINC and of the duties of Supplier.
2. Supplier shall ensure that all the Services are rendered correctly and following professional criteria in the time and place of delivery. Failure to comply with the above instructions entails rejection of the invoices.

D. DELIVERY TERM
1. From Effective Date, Supplier irrevocably commits to deliver the Products and/or Services as per the Agreement.
2. Deliveries shall be based on PO. In the absence of any receipt or notification from Supplier to EVERZINC within 5 working days following its issue, it shall be considered as accepted. Acceptance automatically makes EVERZINC entitled to reject the Products and/or Services, if, in EVERZINC’s opinion, they do not meet the quality standards agreed in the Agreement.
3. Correspondence with EVERZINC needs to be dispatched by post, or e-mail to the address of EVERZINC at the place and time of delivery.
4. Changes to the Agreement shall be valid by written and signed confirmation from EVERZINC.

E. PAYMENT
1. Supplier shall take necessary measures to protect Products from any risks linked to transport. Supplier shall select accordingly Products’ packaging and shall be liable for any damage to Products caused by EVERZINC due to defective or inappropriate packaging.
2. Products and/or Services shall comply with applicable regulations (including regulations on hazardous material) and/or instructions specified by EVERZINC, at cost and risk of Supplier. Meeting shall include all the information required for identifying the Products, particularly the Agreement number, EVERZINC’s entity, type of Products, quantities, weights, packing number and name of the carrier.

F. IMPORT AND EXPORT LICENSES
1. Supplier shall be responsible for obtaining all required import/export licenses for the Products, from relevant authorities, at its own cost, and in a timely manner according to the Agreement.

G. SHIPPING AND TRANSPORT
1. Shipping shall be at the expense of the shipping agency of the Supplier. In the absence thereof, shipping will be at the least expensive suitable transport mode, taking into account the Products. Supplier shall verify to good performance of transport, including insurance for losses or damage to, and caused by, the Products as a result of inadequate packaging, protection, or security.
2. Supplier shall notify any delivery to EVERZINC at least 2 working days in advance, by sending an email to the following PO number: delivery name and address of Supplier, number of shipment, all markings as required by EVERZINC and all indications useful to assist reception and inspection on Site.
3. EVERZINC reserves the right to refuse any delivery if the Supplier fails to comply with the above instructions. EVERZINC will bear all costs and risks resulting from early or partial Delivery carried out without EVERZINC’s prior written consent.
4. Products shall be delivered according to Incoterms 2020 agreed by the Parties in the PO.
5. If a Delivery is not made at the agreed place, or within the agreed period of time, all costs incurred to ensure Delivery shall be borne by Supplier.
6. Delivery shall include delivery by EVERZINC of all documentation stipulated in the Agreement and required by laws and regulations. Such documentation will be supplied in electronic form.

H. RECEIPT AND INSPECTION
1. Quantities are invoiced based on EVERZINC’s scale. Delivered quantities should not deviate more than 5% from ordered quantities. Disagreements between Supplier’s and EVERZINC’s scale will be resolved within 1 month from the delivery.

I. RISK AND TRANSFER OF OWNERSHIP OF PRODUCTS
1. Without prejudice to its rights under the Agreement or at law, if Products and/or Services fail to meet the requirements of the Agreement, EVERZINC shall notify it to Supplier who shall promptly replace such Subcontractor with a Subcontractor with whom it is satisfied.
2. Supplier’s personnel (or people working under Supplier’s request) shall wear adequate equipment and shall give access to its factory and necessary information for the purpose of this audit and/or inspection.

J. PACKAGING
1. Supplier shall pack Products in such packaging as is usual and customary in the trade for such type of product, and shall be used for the purpose and for the duration of the transport up to the Site.

K. PAYMENT
1. Supplier shall invoice an issue, with mention of PO number, date, Supplier’s full name with address, name and number of VAT, and number of bank’s relevant account number. Failure to comply with the above instructions entails rejection of the invoices.
2. EVERZINC shall be entitled to suspend Supplier’s or Subcontractor’s obligations as per the Agreement, EVERZINC shall be entitled to suspend Supplier’s obligations as per the Agreement, EVERZINC shall be entitled to suspend Supplier’s obligations.

L. HEALTH AND SAFETY
1. Supplier warrants that (i) Products and/or Services, material, devices and/or equipment, packing and shipping, and (ii) its employees and Subcontractors, comply with all applicable social, environmental, safety and health (“HSE”) laws and regulations in force at the Site, at the time of Delivery. Supplier declares that it has all permits, licenses, rights, approvals and authorizations required for the performance of the Agreement.
2. EVERZINC shall be paid, by bank transfer, the undisputed invoices according to the Agreement.
3. Unless otherwise agreed in PO, invoices are payable within 60 days after receipt of the invoice. EVERZINC shall be entitled to suspend Supplier’s obligations as per the Agreement, EVERZINC shall be entitled to suspend Supplier’s obligations.

M. CONFIDENTIALITY AND GDPR
1. Documents and any other information disclosed by EVERZINC shall remain EVERZINC’s property.
2. All information exchanged between Parties under the Agreement shall remain strictly confidential. Supplier shall not share any information relating to the Agreement and/or the Agreement with any third party, except to the extent required by law or regulation.
3. EVERZINC shall give access to its factory and necessary information for the purpose of this audit and/or inspection.

N. CONTRACTING AND REGISTRATION
1. Supplier should notify EVERZINC in writing, that it shall be entitled to suspend Supplier’s obligations as per the Agreement, EVERZINC shall notify it to Supplier who shall promptly replace such Subcontractor with a Subcontractor with whom it is satisfied.
2. EVERZINC shall be entitled to suspend Supplier’s obligations as per the Agreement, EVERZINC shall be entitled to suspend Supplier’s obligations.

O. FURTHER STATUTORY PROVISIONS
2. EVERZINC may terminate the Agreement at any time, for any reason, with 30 days prior notice to Supplier.

P. ASSIGNMENT
1. EVERZINC shall be entitled to assign its rights and duties under the Agreement to a third party who shall be bound by EVERZINC’s obligations under the Agreement.
2. EVERZINC may terminate the Agreement at any time, for any reason, with 30 days prior notice to Supplier.

Q. TERMINATION OF THE AGREEMENT
1. Either Party may terminate the Agreement at any time, for any reason, with 30 days prior notice to Supplier.

R. MISCELLANEOUS
1. All disputes arising under this Agreement shall be settled amicably by negotiations between Parties. In case no settlement is reached, the dispute shall be submitted to the competent Courts of Everzinc Belgium’s registered office, without prejudice to EVERZINC’s right to select another Court.

2. This Agreement shall be governed by Belgian law.