



## **Supplier - General Terms & Conditions**

„THE CONTRACT“

shall mean the agreement incorporating these conditions

„THE CONTRACTOR“

shall mean the company who has been nominated by conTeyor to supply the goods in accordance with the contract

„THE CONTRACT PRICE“

shall mean the sum agreed between conTeyor and the contractor for the supply of the goods under the contract

„THE GOODS“

shall mean the goods and / or equipment and / or materials to be supplied by the contractor under the contract

„PURCHASE ORDER“

shall mean the form or document used by conTeyor to order the goods from the Contractor

„SPECIFICATION“

shall mean the appropriate specifications referred to in the contract against which the goods are to be supplied and any modifications thereof that may be agreed

### **1.0 SPECIFICATION**

The goods supplied shall comply in all respects with the specifications of conTeyor. These may include the Bill of Material, a set of drawings and general quality specifications.

All the copyright and other intellectual property rights that are contained in the specifications of conTeyor and that are provided for the purpose of tendering for or the performance of a contract, shall remain vested in conTeyor. The information contained in the conTeyor specifications is confidential and must not be used, reproduced, copied or disseminated in whole or in part without the consent in writing of conTeyor except where and only to the extent thereto such copying, reproduction or dissemination is necessary for the proper carrying out of a contract awarded by conTeyor.

### **2.0 DELIVERY**

The Contractor shall deliver the goods in accordance with the instructions shown on the Purchase Order. Such instructions shall specify the quantity required and the date, rate and place of delivery. conTeyor will be under no obligation to accept or pay for quantities delivered in excess or advance of those covered by such instructions.

The Contractor shall notify conTeyor immediately of any occurrence reasonable outside his control which he reasonably considers will delay the delivery of the goods and conTeyor shall consider whether any extension of time is to be granted.



In all other cases of late delivery a penalty of 1% of the affected delivery value can be charged to the Contractor per delayed week up to and including a maximum of 5% of the affected delivery value.

Unless provided for in the Contract, the Contractor shall not charge for packaging cases and materials.

Deliveries to conTeyor must be accompanied by an itemized and un-priced delivery note, including:

- conTeyor's name;
- conTeyor's internal order number (IO);
- conTeyor's internal material number.

The Contractors who deliver goods directly to conTeyor's customers must use delivery note (DN) issued by conTeyor, therefore Contractor should request conTeyor for (DN) at least 1 day prior shipment.

If the delivery place is different from conTeyor's plant the Contractor shall give a copy of the delivery note to conTeyor as proof of delivery, including:

- the legible name of the customer responsible for the reception of the goods;
- the legible signature of the customer;
- the date + customer's stamp

This proof of delivery, as described above, is to be forwarded by Contractor to the accounts payable department of conTeyor by return fax or scanned original delivery note sent by e-mail. Invoices will only be paid by conTeyor after the receipt of the copy of the delivery note signed by the customer.

### 3.0 INVOICES AND ADVICES OF DESPATCH

Invoices must be forwarded in accordance with the instructions contained in the Purchase Order and dated no earlier than the dispatch date of each consignment of goods unless otherwise agreed in writing. Invoices must show all applicable trade or settlements.

### 4.0 TERMS OF PAYMENT

In respect of goods which have been delivered and accepted by conTeyor as complying with the contract and for which conTeyor has received a contractually correct invoice and delivery note, conTeyor shall pay not earlier than 60 days end of the month following the delivery date, unless other written agreement between the Contractor and conTeyor exist.

### 5.0 PATENTS, ROYALTIES, ETC.

The Contractor shall be responsible for any infringement of any patent, registered design or otherwise protected right of a third party and a consequences thereof.

The Contractor shall safeguard and indemnify conTeyor against all actions, claims, costs, damages and expenses brought against or suffered by conTeyor in regard to any of the aforesaid matters, unless it can be demonstrated that the Contractor acted under instruction from conTeyor.



#### 6.0 ASSIGNING AND SUB-LETTING

Without the written consent of conTeyor, the Contractor shall not sub-let the contract.

#### 7.0 QUALITY ASSURANCE

Except where otherwise agreed, the Contractor shall grant conTeyor's authorized representatives access to his premises at all reasonable times and allow such representatives to carry out or to inspect, examine and test the goods to be supplied during and after manufacture and the materials being used in their manufacture, including subContractors

#### 8.0 ACCEPTANCE – REJECTION

ConTeyor may reject any goods for visible defects which in the opinion of conTeyor or conTeyor's customers are not in accordance with the contract. ConTeyor shall inform the Contractor of such rejection in writing not later than 20 days after the delivery of the rejected goods. Until 6 months after the expiry of the 20 days period, goods may be rejected by conTeyor for hidden defects. Goods that are not so rejected shall be deemed to have been accepted by conTeyor and its customer.

On notice of rejection, conTeyor may return the rejected goods at the expense and risk of the Contractor. The Contractor shall replace these goods and shall pay the carriage and/or warehousing charges. Alternatively conTeyor may choose to have the rejected goods repaired on the spot at the expense and risk of the Contractor.

For each complaint received, conTeyor will execute an 8D report incorporating an action plan. The set up costs of such a report are 100 €. In case conTeyor held the Contractor responsible for the complaint, the set up costs will be deducted by conTeyor from the amount owed to the Contractor.

#### 9.0 CONTRACTOR NOT TO ADVERTISE

The Contractor shall not advertise or announce that he supplies goods in the name of conTeyor unless conTeyor has explicitly consented to such advertisement or announcement. Contractor shall indicate only conTeyor's name on the supplied goods.

#### 10.0 TERMINATION – FAILURE TO PERFORM, ETC.

If the Contractor breaches the contract and fails to remedy such breach within 10 working days after being given written notice by conTeyor to do so, or if the Contractor ceases his activities or becomes bankrupt or insolvent, or has a receiving order made against him, or carries on his business under a receiver for the benefit of its creditors or any of them, conTeyor may:

- terminate the contract with immediate effect by notice in writing to the Contractor or to the receiver or liquidator or to any person in whom the contract may become vested; or
- give such receiver, liquidator or other person the option of carrying out the contract at the condition that conTeyor is given a guarantee up to an amount to be agreed for the due and faithful performance of the contract.



These rules apply unless other written agreements between Contractor and conTeyor exist.

#### 11.0 WARRANTY

The warranty period on materials of and manufacturing by the Contractor is 6 months from the date of delivery. If any defect occurs during the warranty period, the Contractor shall replace or repair the defective goods at his own expense and within the shortest delays. The Contractor shall be liable for all the damages incurred by conTeyor that result from such defect.

The Contractor shall not be liable for any defect arising from a design or material furnished by conTeyor or out of misuse of the goods by conTeyor.

The above-mentioned warranty shall equally apply to goods that have been replaced or repaired under the provisions of this Article. The warranty shall apply from the date of replacement or repair.

#### 12.0 FREE MATERIALS AND SAMPLES, PATTERNS, ETC

If conTeyor supplies the Contractor with materials - the cost of which has been included in assessing the contract price – free of charge, the contract price shall be reduced by an appropriate amount agreed between the Contractor and conTeyor.

The Contractor shall be liable for and shall indemnify conTeyor against any loss of or damage to such free of charge materials. The Contractor shall appropriately insure these materials against all risks whilst they are in the Contractor's possession.

The materials that are supplied by conTeyor to the Contractor free of charge are, and remain, the exclusive property of conTeyor. In this respect the Contractor shall label these materials as being the property of conTeyor. The Contractor shall keep these materials separated from and shall not mix these materials with any materials owned or in possession of the Contractor.

#### 13.0 GIFTS AND PAYMENTS OF COMMISSION

The Contractor shall not offer, give or agree to give any employee or representative of conTeyor any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract from conTeyor.

#### 14.0 FORCE MAJEURE

Neither party shall be liable for failure to perform or delay in performing its obligations under this agreement where such failure or delay is caused by circumstances beyond its reasonable control including (but not limited to) Acts of God, imminent outbreak or existence of civil disturbances, hostilities, warlike operations or war, fire, explosion, accidents, severe weather conditions.

The Contractor accepts that the conTeyor Supplier General Terms & Conditions supersede the sales conditions of the Contractor in case of a dispute.



15.0 LAW AND JURISDICTION

All contracts which are concluded in Belgium are subject to Belgian Law.  
All disputes shall be exclusively judged upon by the courts of Ghent.

All contracts which are concluded in Poland are subject to Polish Law.  
All disputes shall be exclusively judged upon by the courts of Bielsko-Biala.

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The Contractor signature (stamp)

.....  
conTeyor representative signature (stamp)