



# Precision Metals EU

## CONDITIONS OF PURCHASE

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...voor al uw metaalbehoeften

ROESTVAST STAAL

TITANIUMLEGERING

NIKKELLEGERING

ALUMINIUMLEGERING

CLAD ALUMINIUM

KOPERLEGERING

KOOLSTOFSTAAL

BEKLEDINGSMETAAL

PLATING VAN METALEN

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PMQR132 English

### 1. DEFINITION AND APPLICABILITY

1.1 These Terms and Conditions of Purchase apply to all contracts, quotations and orders relating to the sale of goods and/or the provision of services to Precision Metals EU, the Belgian branch of the company Knight Strip Metals Limited incorporated under English law, registered in the BCE/KBO under number 0534.825.336 (hereinafter: "Precision Metals") by any legal entity (hereinafter the "Supplier").

1.2 Precision Metals is only bound by an order if it has been placed using its official order form and signed by its authorised officer. Precision Metals authorised officers are the company's directors and other individuals who have been given this authority in writing by a director.

1.3 The Supplier accepts the current Terms and Conditions of Purchase without any reservation, thus excluding its own terms and conditions even if they are communicated at a later stage.

1.4 The fact of starting to perform the order constitutes acceptance of both the following General Terms and Conditions of Purchase and the Special Terms and Conditions of Purchase relating to the goods or services to be supplied.

1.5 Any deviation from the General or Special Terms and Conditions of Purchase must be accepted in writing beforehand by Precision Metals.

### 2. DESCRIPTION OF THE SUPPLIED GOODS

2.1 The goods shall be delivered as stated on the order form or order confirmation.

2.2 Precision Metals shall not accept any order cancellation or modification, unless otherwise agreed in writing beforehand.

### 3. QUALITY OF THE GOODS/SERVICES SUPPLIED

3.1 The goods and services shall be supplied within the tolerances specified in the agreed standards for the relevant product/services, unless the parties have expressly agreed otherwise in writing. In addition, the Supplier guarantees that the goods and/or services comply in all respects with all relevant legal requirements that apply when the goods are supplied and/or the services are performed.

3.2 The official order form describes the product that is purchased, including:

- (a) Requirements for approvals, procedures, processes and equipment;
- (b) Requirements for staff qualifications (if required);
- (c) Requirements for quality management systems, third-party accreditations or testing requirements;
- (d) Where applicable, the identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data;
- (e) Requirements for design, testing, inspection, verification, use of statistical techniques for product acceptance and related instructions to enable the organisation to accept the product.
- (f) Requirements regarding the Supplier's obligation to:
  - a) Inform Precision Metals about non-compliant material;
  - b) Obtain Precision Metals' approval in order to use non-compliant products;
  - c) Inform Precision Metals about changes in products and/or processes, suppliers, location of production facility and, where required, about obtaining the approval of Precision Metals;
  - d) Pass on the applicable requirements to the next party in the supply chain, including the customer's requirements;
- (g) Determine maintenance requirements;
- (h) The right of access by Precision Metals, its customer and regulatory authorities for the applicable area of all facilities, at every level in the supply chain, with regard to the order and all applicable archives;
- (i) Requirements for a certificate of conformity and/or test reports.

### 4. CONFIDENTIALITY

The Supplier shall keep all information provided by Precision Metals regarding a contract, quotation or order secret and will not pass it on to a third party (with the exception of the subcontractors, as stipulated in Article 5, who are also bound by this confidentiality obligation. Only the information that is strictly necessary for subcontracting shall be shared with the subcontractors.). The Supplier shall not disclose its contacts/relationship with Precision Metals to any third party without the prior written consent of Precision Metals.

### 5. OUTSOURCING

The Supplier may not transfer the performance of the contract, in whole or in part, to a third party without the written permission of Precision Metals.

### 6. PRICE

6.1 The price is that which is specified on the order form or order confirmation.

6.2 The Supplier guarantees that the price of the goods specified in the order form or order confirmation does not exceed the prices that the supplier charges to other customers for the same goods in equal quantities and comparable circumstances.

6.3 The stipulated price is fixed and can only be changed with prior written approval.

6.4 The price is given exclusive of VAT.

6.5 Unless otherwise agreed in writing, the insurance and transport costs will be borne by the Supplier.

## **7. INSPECTION OPTION FOR PRECISION METALS**

The Supplier shall inform Precision Metals as soon as possible when the goods or materials are ready for delivery, in order to give Precision Metals the opportunity to inspect the goods or materials before shipment. However, such an inspection will not discharge the Supplier from any liability and may in no way be interpreted as acceptance of the goods and materials after delivery. All goods are subject to inspection and acceptance after delivery.

## **8. DELIVERY**

8.1. The Supplier undertakes to deliver the goods at the time, place and in the circumstances specified in the order form or order confirmation, without prejudice to Precision Metals' right to change the delivery schedule or temporarily suspend the delivery, without giving the Supplier any entitlement to any form of compensation.

In the event of late delivery, Precision Metals is entitled to cancel the order without incurring additional costs or compensation, without prejudice to the right to claim damages from the Supplier.

8.2. Every delivery and the accompanying delivery note must be provided with the details of the goods, order or order number, quantity, part number given by the company (if applicable), description and serial number (if applicable).

The aforementioned information must be clearly visible on the outer packaging of the goods.

Precision Metals is entitled to refuse delivery if the Supplier fails to meet these conditions.

8.3 Delivery costs – risks during transport

The Supplier shall bear the costs and risks of shipping the goods, including storage, loading, transport and unloading.

8.4 Receipt of the goods

Precision Metals will check the delivered goods as soon as possible after receipt and report any visible defects to the vendor. Approval and acceptance can never be inferred from putting the goods into use and/or reselling them.

8.5 If, for any reason, Precision Metals is unable to receive the supplied goods on or after the agreed delivery date, the Supplier shall store, secure and take all reasonable steps to prevent deterioration in quality until such time as Precision Metals is able to receive the goods.

## **9. DEFECTS**

9.1 The goods must be guaranteed against visible or hidden defects. Acceptance is always subject to reservation.

9.2 Precision Metals reserves the right to have the goods inspected in its workshop before any final acceptance.

9.3 The goods shall be delivered with all specifications described in the order confirmation.

9.4 An investigation into the quality of the delivered goods is carried out at the discretion of Precision Metals either in the presence of persons representing Precision Metals and the Supplier or by an independent expert designated by Precision Metals.

9.5 Defective goods shall be replaced by the Supplier as promptly as possible. The Supplier will fully compensate all damage suffered by Precision Metals as a result of this replacement.

## **10. PAYMENT**

10.1 Payment will be made by bank transfer, in full or in instalments, as agreed in the order.

10.2 Payment is made 30 days after receiving the invoice provided that the goods have been delivered, received and finally approved by Precision Metals.

10.3 Every delivery must be the subject of an invoice giving a detailed description of the goods supplied.

10.4 In the event of successive deliveries, Precision Metals reserves the right to withhold 10% of the amounts owed as a security that the Supplier will keep fulfilling its obligations.

## **11. FORCE MAJEURE**

11.1 The execution of the contract will be suspended if Precision Metals or the Supplier find themselves in a situation of force majeure. Force majeure includes all forms of state intervention, strikes, natural disasters, etc. If the contract cannot be performed within a reasonable period after the initially scheduled execution period, this order may be cancelled by both parties. Precision Metals will pay the Supplier a fair compensation, taking into account the circumstances and the work already performed by the Supplier. The contract may only be cancelled if the party seeking to do it has informed the other party of its intention in writing.

## **12. CONTRACT CANCELLATION BY PRECISION METALS**

12.1 Precision Metals reserves the right to cancel the order, in full or in part, or a shipment if it has not been executed in accordance with the agreed instructions and specifications. Should this happen, the Supplier will not be entitled to claim any compensation from Precision Metals.

12.2 If the Supplier is declared bankrupt, submits a request for judicial reorganisation, goes into liquidation or is found to be insolvent, Precision Metals shall be entitled to terminate the agreement and claim damages.

## **13. REPLACEMENT PROVISION**

Should the Supplier fail to meet its contractual obligations or fail to do so in time, Precision Metals shall be entitled to have the contract performed by a third party, after having previously given the Supplier notice of default if the Supplier failed to remedy the delivery within eight days of being given notice.

The Supplier shall bear the additional costs that will be owed to the third party, as well as all additional costs incurred by Precision Metals itself, without prejudice to the loss that Precision Metals may prove on top of that.

## **14. INVALIDITY OF A PROVISION**

Should one or more provisions of these Terms and Conditions of Purchase be declared invalid or become unenforceable due to a change in the law or for any other reason, the legality, validity and viable and enforceable nature of the remaining provisions of the relevant article of the current Terms and Conditions of Purchase and of Terms and Conditions of Purchase as a whole, insofar as they continue to have an effect or reason for existence, shall remain unaffected.

## **15. APPLICABLE LAW – COMPETENT COURT**

The relationship between Precision Metals and the Supplier shall always and exclusively be governed by Belgian law, to the exclusion of the 1980 UN Convention on Contracts for the International Sale of Movable Goods (Vienna Sales Convention).

All disputes between the parties shall fall under the exclusive jurisdiction of the courts of Antwerp, Mechelen district.