

1. SCOPE

- 1.1 Unless explicitly otherwise agreed upon, these purchasing conditions apply to all offers requested and orders placed by PUNCH POWERTRAIN NV, its affiliates and/or its subsidiaries (hereinafter referred to as "PPST") for the supply of goods and the performance of services, with the express exclusion of the SUPPLIER's sale and delivery conditions, including those that are similar to the present conditions.

2. OFFER - ORDER

- 2.1 Any offer irrevocably binds the SUPPLIER for a period of 60 days as of the date of its receipt by PPST.
- 2.2 Orders are placed by PPST either in writing or by telefax or via electronic data interchange. The orders are structured as follows: the first section "FIXED" (=week 1-4) contains the quantities and delivery/collection dates of the goods that are agreed and confirmed by PPST and that need to be delivered at the delivery dates agreed between the parties or available for collection at the collection dates mentioned. The second section "PLANNED" (=week 5-12) contains proposed quantities and proposed delivery or collection dates, that will be confirmed at a later date by PPST. This section is given to the SUPPLIER solely for the SUPPLIER to organize its production and purchasing. The third section "FORECAST" (= week 12+) is provided by PPST to the SUPPLIER for information purposes only. Notwithstanding the above, these general periods (FIXED, PLANNED, FORECAST) may be altered as agreed between the parties in the logistics agreement.

3. DRAWINGS AND DESCRIPTIONS

- 3.1. The weights, dimensions, capacities, prices, specifications and other data comprised in catalogues, prospectuses, circulars, advertisements, illustrations and price lists of the SUPPLIER shall be regarded as approximations only. These data shall be binding only insofar the order of PPST or the purchasing contract explicitly refers to them.
- 3.2. Drawings and technical descriptions which have been handed over to the SUPPLIER by PPST before or after the conclusion of the purchasing contract or an order, with the intention of using them for the manufacturing and assembly of the goods or part of them, shall be and remain the exclusive property of PPST. Without the permission of PPST they shall not be used, copied, multiplied, passed on or brought to the notice of third parties by the SUPPLIER
- 3.3. Drawings and technical descriptions which have been handed over to PPST by the SUPPLIER before or after the conclusion of the purchasing contract or an order, remain the exclusive property of the SUPPLIER. Without the permission of the SUPPLIER, they shall not be used, copied, multiplied, passed on or brought to the notice of third parties by PPST.
- 3.4. The SUPPLIER will at the request of PPST provide PPST, free of charge, with all information and/or drawings of the goods which are sufficiently detailed to enable PPST to use, repair and maintain all goods. This information and the drawings shall become the property of PPST, and the restrictions regarding their use as defined in article 3.3. shall not apply to them. The SUPPLIER, however, can request to PPST to treat this information and drawings as confidential.
- 3.5. If the parties cannot reach an agreement regarding the conditions for additional deliveries or alterations of the deliveries, and/or if PPST has cancelled the purchasing contract and/or an order in full or partially, and/or if the SUPPLIER does not meet its obligations under article 11 and as a result thereof PPST is forced to use another SUPPLIER, PPST will have the right to present the designs, drawings and/or other documents of the SUPPLIER to the new SUPPLIER in order to enable the latter to make the required deliveries.
- 3.6. Drawings and other documents which are the result of the joint efforts of the parties with regard to the execution of the purchasing contract and/or an order, will be the property of PPST unless otherwise agreed in writing prior to the execution of the purchasing contract and/or order. This means amongst other things, that PPST has the right to freely use those drawings and documents for its own purposes, without any restriction or compensation.
- 3.7. Patents that are the result of the efforts of the parties with regard to the execution of the purchasing contract and/or an order will belong to PPST, unless otherwise agreed between the parties. Patentable inventions created by the personnel of PPST, or by a consultant appointed by PPST, with whom PPST has contractually agreed that the intellectual property of inventions is the sole property of PPST, and which relate to the resolution of problems arising from the purchasing contract and/or an order may be made available to the SUPPLIER for its own use, upon terms and conditions agreed upon with PPST. The provisions of article 3.2. to 3.6. inclusive, will not prevent PPST to communicate the drawings, documents and Information of SUPPLIER to third parties as part of the right of use as referred to in this paragraph 3.7.

4. PRICE

- 4.1 Unless explicitly otherwise agreed upon, the prices are fixed, not subject to adjustments, in the agreed currency and shall not entail any exchange risk for PPST.
- 4.2 Prices are inclusive of all charges, cost of packaging, levies and taxes.
- 4.3 VAT and, unless otherwise explicitly stated in the order, transport insurance are included in the price.

5. INVOICING

- 5.1 Invoicing shall take place at the earliest at the time of delivery and/or acceptance of the goods or services. Invoices shall be drawn up in the currency agreed upon and shall state, under penalty of being declared inadmissible, for each invoice item the order number, the item number corresponding to the order, the amount, the weight and the volume.

6. PAYMENT

- 6.1 Unless explicitly otherwise agreed upon, invoices are payable sixty (60) days after the end of the month of delivery respectively acceptance and approval of the goods or services, unless PPST objects in writing to the delivery or the execution of the order.
- 6.2 Cash on delivery consignments or any other cash settlements are not acceptable, unless otherwise explicitly agreed upon in writing.
- 6.3 Under no circumstances shall payment by PPST imply the acceptance of the delivery or order or the renunciation of PPST's right to lodge an objection in this respect.
- 6.4 Any advance payment made by PPST, shall be deducted from the total purchase price.
- 6.5 A payment, linked to the fulfillment of an obligation by the SUPPLIER, cannot be claimed by the SUPPLIER before this obligation has been fulfilled, unless the non-performance of the SUPPLIER is solely due to an act or an omission of PPST.
- 6.6 If PPST fails to pay in a timely manner, due to one of the circumstances stipulated in article 13, the SUPPLIER will not be entitled to any compensation for such failure.

7. MODE AND PLACE OF DELIVERY

- 7.1 If no trade terms are explicitly mentioned on the purchase order, the Incoterm DDP shall apply. The risk of loss or damage to the goods shall pass to PPST in accordance with any agreed trade term, which shall be interpreted in accordance with the Incoterms 2010. The orders are executed at the address specified. The goods delivered shall be conform to the order and the specifications of Article 10.
- 7.2 Notwithstanding the stipulations of Article 9 and unless otherwise agreed upon, the ownership of the goods is transferred to PPST at the time of delivery at the premises of PPST.
- 7.3 The delivered goods have to be in conformity with what is mentioned in the order, specifications, drawings and purchase agreements and with the conditions which can be considered as being part thereof. Only after a positive result of the inspection, performed by PPST and according to conditions laid down by PPST, can the goods be deemed to have been accepted by PPST. On the subject of measurements, quantities and weights, the findings of the examination of PPST are decisive.
- 7.4 Orders shall be delivered as a single consignment, unless otherwise agreed upon. Changes to the packaging or to the amount of goods per package as well as the replacement of goods that can no longer be supplied are subject to the prior written approval of PPST.
- 7.5 Each delivery shall be accompanied by the appropriate, duly completed delivery and transport documents. Bills of loading shall mention the quantity of packaging delivered, as well as the weight, the order number and be accompanied by the delivery note which shall mention the PPST-part number, the quantity of parts delivered, the quantity of packaging delivered, as well as the PPST-order number, the PPST delivery address, the supplier batch indication and the inspection records, drawn up in duplicate. The signature of the delivery note or transport documents by PPST is valid only as receipt of the number of parcels and does not imply acceptance of the amount, of the quality or of the services.
- 7.6 Any auxiliary materials required by the SUPPLIER for the execution of the order or for the delivery shall, if confirmed by PPST, be made available at the date mentioned in the order.
- 7.7 All goods shall be packed in a suitable packaging to allow transportation without any damage using the chosen means of transport. Unless otherwise explicitly stated, the parties agree that cost of the packaging shall be included in the prices mentioned in the offer.
- 7.8 The total quantity of goods delivered shall not exceed the quantity stated on the FIXED section of the PPST purchase order. In any case PPST will not accept and pay any invoices mentioning larger quantities than stated on the FIXED section of the relevant purchase order.
- 7.9 Delivery of the goods or performance of the order shall occur at the time agreed upon or stated on the order made by PPST. PPST has the right to modify this date without any compensation being required. The flexibility margins applicable and agreed between the parties are defined in the logistic agreement. In addition, SUPPLIER will monitor the lead times of critical items and in addition the SUPPLIER shall inform PPST of any (significant) change or event that could impact the delivery of the goods on the specified times. Both Parties shall then agree on the most suitable course of action, subject to SUPPLIER remaining responsible to perform all efforts in order to still meet the delivery dates.
- 7.10 In the event of a delay in the delivery or performance, PPST shall be entitled, automatically and without notice of default, to apply a penalty for each full week of delay, amounting to 10% of the amount of the delayed goods or services up to a maximum of 100% of the amount (excluding VAT) of the relevant order. Parties hereby expressly agree that said penalties are deducted from the relevant invoiced amount by way of compensation.
- 7.11 In the event of a delay in the delivery or performance of more than 10 calendar days, PPST is entitled, without prejudice to its right for compensation and subject to notice of default being given, however without any judicial decision, to cancel the order in whole or in part, to return any goods received at the expense of the SUPPLIER and to refuse future deliveries or services and to claim from the SUPPLIER any payments it may have already effected after deduction of any goods it may have decided to keep. In addition PPST will have the right to claim and receive damages from the SUPPLIER if such delay in delivery has occurred.
- 7.12 If the SUPPLIER is repeatedly in default with the timely delivery of the goods and/or if the goods delivered, on several deliveries, do not conform to the agreed specifications and quality, PPST is entitled, notwithstanding the application of Article 7.10, to take all the necessary measures to deal with the situation and to charge to the SUPPLIER any additional costs incurred as a result of SUPPLIER's default. PPST shall at such moment not be required to compensate the SUPPLIER for any costs or damages.

8. INSPECTION AND ACCEPTANCE

- 8.1 PPST is entitled, at its expense, without any additional compensation being due to the SUPPLIER, to carry out, upon simple request and at the time to be agreed upon, all relevant inspections and verifications it deems necessary in the workshops or stores of the SUPPLIER and its contractors or subcontractors during production and prior to delivery.
- 8.2 Goods that do not meet the requirements mentioned in article 10 can be rejected. In case of rejection PPST shall inform the SUPPLIER thereof and PPST shall be entitled, without notice of default or judicial intervention, either to allow the SUPPLIER to deliver conforming goods within a period to be determined by PPST; or to render the goods unserviceable; or to scrap them and reimbursing the scrap value according to domestic rates; or to have the delivered goods repaired at the expense of SUPPLIER, either by the SUPPLIER or by PPST or by a third party; or to cancel the order in whole or in part. In such a case, property and risk of the rejected goods return to the SUPPLIER and all shipping and other relevant costs including those of re-delivery shall be borne by the SUPPLIER.
- 8.3 Such inspections shall not prevent or restrict PPST to reject any deliveries made afterwards to the PPST premises, that do not comply with the agreed upon specifications.
- 8.4 Only after final inspection and acceptance of the goods by PPST, the SUPPLIER will be considered as having fulfilled its obligations under the purchasing contract, an order and these terms and conditions. Furthermore, if the rejected goods must be replaced upon request of PPST, the SUPPLIER shall replace such goods immediately without causing any delay for later deliveries and at its own expense and risk.

9. TESTS

- 9.1 Unless stated otherwise, the acceptance tests are executed in the workshop of the SUPPLIER during normal working hours. If the technical requirements of the tests are not specified in the purchasing contract, the tests will be carried out in accordance with the general practices in the relevant branch of industry of the country where the goods shall be delivered.
- 9.2 The SUPPLIER will inform PPST in time to enable its representatives to be present at the tests. If PPST is not represented at these tests due to the fact that it was not informed in time, it can require that the entire test procedure be carried out again. If PPST decides not to be represented or present at these tests, the SUPPLIER will provide PPST with the test reports.
- 9.3 If it is found during a test that the goods or services are defective or not in conformity with the contract, the SUPPLIER shall remedy the defects as soon as possible or see to it that the goods meet the requirements of the purchasing contract or order. After that, the test will be repeated.
- 9.4 Unless stated otherwise, all costs with regard to the tests performed in the SUPPLIER's workshop are borne by the SUPPLIER, except for the personal expenses of the representatives of PPST.
- 9.5 If the purchasing contract or order mentions tests at the place of the setting up, the circumstances in which these tests take place will be agreed upon by the parties in a separate document.

10. QUALITY

- 10.1 The SUPPLIER guarantees that the supplied goods, respectively services, fully conform to the product specifications, quality requirements, environmental, electrical and electromagnetic provisions, delivery schedules, logistic performance indicators, drawings, instructions and technical documentation, respectively, the description mentioned in the purchasing contract or order, and that the goods and/or services are free from imperfections, construction, manufacturing and material defects, offer the safety that is required from such goods and/or services, are of good workmanship, made of sound material and fully comply with all relevant laws, regulations and provisions. In the event the SUPPLIER encounters problems which might endanger the quality, safety or performance specifications of the goods as agreed with PPST, the SUPPLIER shall immediately inform PPST of such problems and any possible actions undertaken to resolve such problems.
- 10.2 The quality and other requirements will be measured based on the applicable Belgian laws, codes and standards. In the absence of the applicability of the Belgian codes or standards, the parties will agree on an applicable standard. The SUPPLIER shall also be responsible and liable to adapt the goods if the applicable laws and regulations vary and require such changes to the goods. The SUPPLIER shall immediately inform PPST of any changes in the legislation it is or becomes aware of.
- 10.3 Therefore the SUPPLIER shall hold harmless and defend PPST from and against any liability and damage that may directly or indirectly result from the delivered goods and/or services.
- 10.4 Furthermore, PPST assumes that the delivered goods have been manufactured within an effective and demonstrable quality system, preferably one conforming to the requirements of the ISO TS 16949 standards. PPST shall be entitled to verify this quality system on site. Such an audit shall in no way limit the SUPPLIER's liability with respect to the quality of the delivered goods.
- 10.5 In addition to the above PPST will also notify the SUPPLIER on a yearly basis of all defects and goods of insufficient quality which appear or have been found during final assembly and for which the SUPPLIER is liable. After notification by PPST, PPST will issue an invoice to the SUPPLIER for such defective material at purchase price.

11. WARRANTIES

- 11.1 Unless otherwise agreed upon, the warranty period for the goods will be 36 months or 150.000 km after the goods have been shipped as such or as part of the PPST products to the PPST customer.
- 11.2 The SUPPLIER undertakes to repair or replace, as quickly as possible, any defect or defective product reported in writing during the warranty period, all related costs being at the expense of the SUPPLIER.
- 11.3 Parts that are changed, replaced or repaired under this warranty clause shall be covered by a warranty equal to the full original warranty period. Such replaced or repaired goods shall have the same warranty as the original goods.
- 11.4 All claims by PPST for defects in the delivered goods remain unaffected during the further processing and/or use of the goods, unless such defect is solely caused by the improper processing of PPST. The SUPPLIER shall indemnify and hold harmless PPST against any claim of a third party due to damage suffered by such third party as a result of a defect of the goods delivered by SUPPLIER to PPST.
- 11.5 In the case of an order for the delivery, packaging and/or transport of dangerous goods, substances or preparations, the SUPPLIER expressly guarantees that the goods as well as their packaging and the transport shall at all times be in strict compliance with the then effective legal and other provisions, safety regulations and recommendations, and the SUPPLIER shall hold PPST harmless from any liability and/or claim for damages in connection therewith.
- 11.6 The SUPPLIER guarantees the availability of parts and goods for the period to be determined in consultation with PPST, starting at the time of delivery, even prior to the PPAP-approval and prior to the signing of logistic agreement.
- 11.7 If the SUPPLIER refuses to meet its obligations under this article 11, or when in spite of several reminders it refuses to do so, or when the SUPPLIER does not deliver goods of correct and sufficient quality PPST shall have the right, without prior written permission of the SUPPLIER to proceed with the necessary repairs or replacements at the cost and risk of SUPPLIER and to terminate the purchasing agreement. In the event the purchasing agreement, an order or these terms and conditions are terminated due any of the grounds mentioned in this section 11.7, the SUPPLIER shall, without any notification to be made, be held liable to pay to PPST a penalty equal to 15% of the total annual sales it makes towards PPST, plus it shall reimburse and compensate PPST for all costs related to the return of any tools of PPST present at its premises to the PPST premises.
- 11.8 In the event SUPPLIER expects that it will no longer be able to comply with the requirements related to quality, quantity, delivery performance or any other obligation under these terms and conditions, the purchasing contract, the logistics agreement or an order, it shall be entitled to terminate the respective order or purchasing agreement by giving PPST a 18 months prior written notice.

12. DEFAULT

- 12.1 Notwithstanding the stipulations of articles 7, 8, 9, 10 and 11, PPST shall be entitled to claim damages, cancellation and other compensations including default interests in the case of non-performance, untimely or unsatisfactory performance by the SUPPLIER of its obligations hereunder for any reason other than force majeure.

13. FORCE MAJEURE

- 13.1 In the event of force majeure the party being delayed or damaged thereby shall inform the other party as soon as possible but in any event within seven (7) days after the start of such force majeure event as well as the estimated duration thereof.
- 13.2 In the event the force majeure situation continues for more than thirty (30) days or is expected to last longer than thirty (30) days the other party is entitled to terminate the order or the affected part of the order by written notice and without either Party being entitled to any claim for damages. The parties shall however agree on any division and settlement of costs, if any, incurred prior to the event of force majeure.
- 13.3 Otherwise both Parties' rights and obligations will be suspended and new time schedules and supply dates shall be agreed upon between the Parties hereto.
- 13.4 If due to force majeure at SUPPLIER's side, no further deliveries are possible, SUPPLIER shall provide immediately and without any compensation all drawings, models, tools or other items and documentation used by SUPPLIER for the fulfilment of its obligations under this purchasing contract or orders.
- 13.5 Force majeure shall be understood to mean and include damage or delay caused by Acts of God, acts or regulations or decrees of any government (de facto or de jure), natural phenomena such as earthquakes and floods, fires, riots, wars, shipwrecks, strikes, freight embargoes, lockouts or other causes, whether similar or dissimilar to those enumerated above, unforeseeable and beyond the reasonable control of the Parties and which prevent the total or partial carrying out of any obligation under a purchase order.

14. LIABILITY - INDEMNITY

- 14.1 The SUPPLIER accepts and shall comply with all requirements and obligations imposed on manufacturers concerning the safety of machinery, as specified in international, national and local laws and regulations and the SUPPLIER will comply with these obligations and requirements so as to relieve PPST completely of any responsibility and liability therefore.
- 14.2. The SUPPLIER warrants and represents that the goods at the time of the delivery comply or shall comply with the appropriate legal requirements and governmental regulations applicable in Belgium or such other place as agreed between the parties.
- 14.3. The SUPPLIER shall indemnify and hold harmless PPST against all damages and claims by third parties, including any government, which would be based on the non-compliance with the laws and regulations defined in articles 14.1. and 14.2.
- 14.4. The SUPPLIER shall indemnify and hold harmless PPST against all damages and claims of third parties based upon hidden defects (article 1641 of the Belgian Civil Code) and / or upon the product liability (the Belgian law of February 25th 1991) which would result from defects in the goods delivered by the SUPPLIER or from a deficiency in the instructions, the information or in the warnings with regard to its goods or products.
- 14.5. This warranty covers all compensations, damages and all sums which PPST would be obliged to pay or incur within the framework of the claims mentioned above.
- 14.6. In the event of any claim the SUPPLIER will provide PPST free of charge with all the information, all documents and all other evidence or materials which could be necessary for its defense.
- 14.7. The SUPPLIER will only use parts, components, products and raw materials of which the seller and/or the manufacturer can be identified. The SUPPLIER will provide a certificate of origin if so requested by PPST
- 14.8. The SUPPLIER will provide a written proof to PPST that it is insured for all its obligations and liabilities mentioned under the purchasing agreement, the logistics agreement, these terms and conditions and any order by an insurance policy of sufficient value covering the complete duration of the possible liability. The SUPPLIER shall also provide a certificate of the insurance it has engaged in covering any possible recall of goods or PPST products due to an error or defect or fault in the goods delivered by SUPPLIER. The amount of insurance coverage for recall must at least be 1.000.000,- EUR or such higher amount providing sufficient coverage for SUPPLIER's products as used in the finished products
- 14.9. If, as a result of a default or of a tort committed by the SUPPLIER, PPST has a claim for damages against the SUPPLIER, PPST is entitled to suspend, without interest payment, its debts which may exist out of previous or subsequent contracts for which there are no disputes between the parties, until the competent judge or arbitrator has decided about this claim for damages, or until the parties have reached a decision by mutual agreement.
- 14.10 The SUPPLIER represents and warrants that it shall, in the performance of its obligations, not violate any third party intellectual property rights and that it shall hold PPST harmless against any third party claims resulting from a breach of this representation. This compensation will be claimable ipso jure and without notice of default and equally to a reasonable estimation of the damage sustained by the client, without prejudice to the right of PPST to claim a supplementary compensation amounting to the costs of the actual damage.
- 14.11 The SUPPLIER shall be liable for any and all damages and/or personal injury incurred by PPST, its employees and/or any third party which the SUPPLIER or its employees/subcontractors have caused with regard to the performance of or failure to perform their obligations hereunder. The SUPPLIER shall indemnify PPST for these damages and hold it harmless against all third party claims in this respect.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 Except with the prior written authorization of PPST, SUPPLIER may not copy in full or partially, make public, show to or use for any third party or other purpose than this purchase agreement or order, any drawings, models and other aids provided by PPST to the SUPPLIER.
- 15.2 All title, right and interest in any intellectual property rights created by the SUPPLIER in relation to this purchasing agreement or any order in relation hereto shall be and remain the property of PPST.
- 15.2 The SUPPLIER cannot deliver and/or offer to third parties the same goods, as well as the necessary service parts ordered by PPST without the permission in writing of PPST, unless these goods had already been put on the market by the SUPPLIER in exactly the same composition as standard articles through his own trading organization before the order was placed by PPST. The term 'third parties' also includes the various 'Spare-parts'-suppliers.
- 15.3 If for the fulfilment of the order, tools and/or materials are made available by PPST, or when these are manufactured or purchased by the SUPPLIER at the expense of PPST, these tools and/or materials will remain or become the property of PPST. The SUPPLIER shall commit itself to store these drawings, models, tools and other aids at its own expense and risk. The SUPPLIER will see to it, at its own expense and risk, that the models, tools and other aids are kept in good condition,

repaired or replaced and are clearly marked as being the property of PPST. The SUPPLIER will insure these tools, models and other aids at its own expense against amongst others loss, theft and damage.

- 15.4 The SUPPLIER shall not mention or use the trade name, trademarks or goods of PPST for referential or advertising purposes without the prior written consent of PPST. Publicity and advertising regarding the deliveries to PPST can only be done by the SUPPLIER with the prior and written permission of PPST.

16. SERVICE PARTS

- 16.1 The SUPPLIER is obliged to ensure the possibility of subsequent deliveries of goods and of the necessary service parts to PPST for at least 15 years after the last delivery of goods at reasonable prices and discounts to be agreed upon. If this should be no longer possible, due to force majeure or liquidation of SUPPLIER, the SUPPLIER is obliged to make the drawings, tools, etc, used for the fulfillment of its obligation under the contract available to PPST upon first request of PPST.

17. PRODUCT VERIFICATION

In addition to the drawing specifications concerning the method for verification, subjective items, ... are described in Quality Description Sheets (QDS). The Technical Purchasing dept. of PPST shall provide the SUPPLIER with up-to-date versions of these documents.

18. VITAL SAFETY PART/DOCUMENTATION BOUND

The SUPPLIER declares that he acquainted himself with PPST's requirements to parts subject to documentation obligation W_Q_027_Special Characteristics and is under obligation to satisfy the requirements stated herein.

19. CHANGES AND ORDERS

- 19.1 Insofar as it might be necessary, any changes with regard to altered quantities or specifications, or with regard to the ending of the contract as result of the canceling or modification of the ordered goods, will be agreed upon in good faith between the parties.
- 19.2 If the SUPPLIER, after such negotiations, is not able to deliver the relevant quantity or quality of goods within the time Specified and agreed, PPST shall be entitled to end the contract. In such a case the SUPPLIER shall not be entitled to further claims or compensation of any kind.
- 19.3 Costs which the SUPPLIER may incur due to the production of excess quantities, shall be fully borne by the SUPPLIER whatever the reason for the extra production. All goods produced in such circumstances shall be destroyed or at least made unserviceable by the SUPPLIER and at its own expenses.

20. CONFIDENTIALITY

- 20.1 All information, whatever its nature, provided in any way whatsoever by PPST to the SUPPLIER is and remains the property of PPST. Such information shall be treated as confidential and kept by the SUPPLIER and cannot be communicated in any way whatsoever or disclosed to any third party without prior written approval from PPST. The SUPPLIER shall insure the information, at its expense, against loss, theft, damage or destruction. The SUPPLIER shall use the information solely for the purposes for which it has been provided, and shall at the first request of PPST return the information to PPST.
- 20.2 If SUPPLIER fails to comply with the confidentiality obligations under this Agreement, SUPPLIER shall indemnify PPST for any loss or damage sustained or incurred as a result of such failure. In addition to these remedies, PPST shall have the right to obtain a cease and desist order or to avail itself of similar legal remedies. The exercise of these rights shall not constitute a waiver of any other rights which PPST may have against SUPPLIER.

21. CANCELLATION OF ORDER

- 21.1 In the event of suspension of payment, impending bankruptcy or poor solvency of the SUPPLIER, PPST shall be entitled to declare the order null and void pursuant to the stipulations of Article 7.

22. SUBCONTRACTING

- 22.1 The SUPPLIER may not subcontract orders in whole or in part to third parties without prior written approval of PPST.

23. CONTINUOUS IMPROVEMENT

- 23.1 The SUPPLIER will make continuous improvements and conduct activities aimed to improve the quality and reliability of its products, processes, services and to increase its flexibility as well as to reduce its costs.

24. GOVERNING LAW AND JURISDICTION

- 24.1 These general purchasing conditions as well as the application thereof for the execution of orders or deliveries of goods are governed by Belgian law.
- 24.2 The Parties will endeavour to resolve amicably any dispute among them regarding the interpretation or performance of these general purchasing conditions. In the absence of an amicable solution, the Party seeking redress will submit the dispute to the appropriate court located in Hasselt, Belgium which shall have exclusive jurisdiction and venue for all matters related to these general purchasing conditions.