

Suppliers

GENERAL CONDITIONS OF PURCHASE AND SUBCONTRACTING TERMINOLOGY

Goods: goods and services that are subject to a purchase order placed by Televic Group NV, Televic Healthcare NV, Televic Conference NV, Televic Rail NV, and Televic Education NV..Supplier:

supplier or subcontractor of the goods and services.

Conditions: conditions of purchase and subcontracting

ART. 1. APPLICABILITY

1.1. Televic shall only be bound by the stipulations of a purchase order signed by Televic. The supplier shall accept the present conditions without any reservation, with exclusion of his own conditions even if they are stipulated after the present conditions. Televic shall only be bound by a purchase order provided that the purchase order has been confirmed by the supplier by means of a signed order confirmation.

1.2. Nevertheless every beginning of the execution of the order shall be considered as an acceptance of the present general conditions and of the particular conditions that relate to the goods to be delivered.

1.3. Each deviation of the general or particular conditions of purchase shall be subject to a written agreement signed by Televic.

1.4. Televic reserves the right to modify the quantity, quality and the object of the goods during the execution of the order provided that the supplier agrees.

1.5. Televic reserves the right to cancel a purchase order, in which case the supplier shall be entitled to payment of the demonstrable and justified normal cost of his performances up until the moment of cancellation. The supplier shall not be able to lay any other claims.

ART. 2. DESCRIPTION OF THE GOODS TO BE DELIVERED

2.1. The goods shall be delivered in accordance with the stipulations on the purchase order and in accordance with the technical specifications provided by Televic.

2.2. Televic shall not accept any cancellation or modification of the goods unless previously agreed otherwise in writing.

2.3 Each package must be labelled in a way that allows clear identification at any time. The label should include at least the Televic article number and order number, the manufacturer's article number and the quantities contained in each package in plain text. Any delivery without such markings can only be made after obtaining special authorization from Televic. In particular, it is necessary to ensure that the details on the delivery note and the markings of the packing piece are identical with the content of the package.

2.4 The goods delivered must be compliant with the European REACH regulation. Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier will inform us hereof, but in no case later than the date of order confirmation. Any deviation from this norm must be communicated and approved by Televic before delivery. Televic reserves the right to request REACH certification, which needs to be free of cost and available within three weeks after such request.

ART. 3. PRICE

3.1. The valid price is the price stipulated on the purchase order.

3.2. The agreed price is fixed and can only be modified in case of a prior written agreement.

3.3. The price shall be set exclusive of VAT.

3.4. Insurance and freight charges shall be at the expense of the supplier.

ART. 4. DELIVERY

4.1. The supplier shall be obliged to deliver the goods at the time, place and in accordance with the conditions stipulated on the purchase order. Televic reserves the right to claim damages that shall be calculated based on the actual damage to be determined by an independent expert assigned by Televic.

4.2. Each delivery must be accompanied by a dated and numbered bill of lading, with a correct referral to the purchase order (n° purchase order, description of the goods and item number of Televic). The delivery shall be refused and/or the payment shall not be settled in case of absence of a bill of lading containing the references stipulated.

4.3. Moreover, the bill of lading shall be accompanied by the necessary quality and conformity certificates and test reports as stipulated on the purchase order.

ART. 5. DEFECTS – WARRANTIES

5.1. The goods shall be free from visible and hidden defects. Acceptance shall always be under reservation. The supplier shall inspect the goods prior to delivery. Televic shall have free access to the factories and warehouses of the supplier in order to attend the inspection. The supplier shall be liable that the delivery according to the contract has no legal or physical defects and is both in perfect condition and made with high-quality raw materials fit for the intended use. This mainly concerns the fulfilment of governmental and statutory safety regulations of the manufacturing country and the country of destination. TELEVIC is entitled to place defective goods at the disposal of the supplier and to claim faultless replacement thereof.

5.2. The supplier shall bear all cost for replacement or repair of the goods. Not accepted goods shall be considered as not delivered goods. The non-refusal of prematurely delivered goods shall not have any influence on the previously agreed payment term.

5.3. The supplier shall deliver the goods in conformity with the order and in conformity with the anticipated use, amongst others in regards to their appearance, their safety, their characteristics, their efficiency and in accordance with the applicable law, prescriptions and regulations.

5.4. During a period of 24 months after acceptance of the goods the supplier shall provide at his expense a replacement or repair of the goods that were deemed not to be in conformity with the order and/or technical description. Besides the expenses, the supplier shall be liable as well for all damage that Televic has sustained as a result of the non-conformity or the defect and the subsequent repair or replacement. Upon the repair or replacement a new warranty period of 24 months starts on the repaired or replaced goods.

5.5. In case the same non-conformity or defect has been detected on 10% of the goods during the initial or the renewed warranty period, the supplier shall replace all goods, object of the order, at his expense. In which case Televic reserves the right to cancel all other open orders. The other conditions in regards to warranty shall then be applicable.

5.6. Televic's acceptance of designs or specifications or other documents or information of the supplier shall not waive the supplier's liability to deliver the goods in accordance with the order.

ART. 6. DELIVERY DATES

6.1. The supplier shall meet the agreed delivery dates. Deviations shall only be possible in case of a prior agreement in writing.

6.2. Televic reserves the right to refuse the goods in the event of late, defective or partial delivery and to return the partial delivery. Televic shall be entitled to an indemnification calculated on the value of the late delivered goods at a rate of 2% for a late delivery between 2 and 7 days, 5% between 8 and 14 days, 9% between 15 and 21 days, 14% between 22 and 28 days, 20% between 29 and 35 days, etc..., with a maximum of 10% on the total value of the order and notwithstanding the right of Televic to determine the legitimacy of other conditions that curb the supplier's default.

ART.7. PAYMENT

7.1. The payment shall be settled by Televic outright or by instalments as agreed upon with the order.

7.2. Payment shall not be settled prior to delivery and reception and final approval.

7.3. Each delivery shall be subject to a separate invoice in duplicate stating the references of the delivered goods as stipulated above in 4.2. Invoices without these references shall not be accepted.

7.4. Payments shall be settled 60 days end of month.

7.5. Televic reserves the right to offer bills of exchange to the supplier.

7.6. In the event of subsequent deliveries Televic reserves the right to retain payment of the amounts due as a safeguard for the commitments still to be met by the vendor.

7.7. In case of intermediate invoicing any possible payment shall not be considered as an approval neither of quality nor of quantity of the delivered goods.

ART.8. PATENTS, SKETCHES, LICENSES, BRANDS

8.1. Patents, mock-ups, models, descriptions, specifications, product data and in general all information that has been communicated by Televic to the supplier in order to obtain an offer of the supplier or in regards to the execution of the order by the supplier shall remain property of Televic. They shall not be used for any purpose unless for the offer or order in question and shall not be forwarded to third parties without Televic's prior consent in writing. The same goes for all knowledge or information that the supplier has acquired as a result of and/or in the course of the execution of his commitments.

8.2. The supplier shall grant Televic the unrestricted and free use for all purposes of all information in regards to the production, the delivery and the use of the goods. This right can be passed on by Televic to third parties. The right shall remain valid after delivery.

8.3. The supplier shall safeguard Televic against all claims by third parties in regards to the intellectual property rights on the goods.

ART.9. SUPPLIER REMAINS IN DEFAULT

In case the supplier keeps failing to meet his commitments within a fortnight upon the written letter of formal notice, or when he is not able to or refuses to, or when he has been declared bankrupt or has filed for a judicial settlement, goes into liquidation or is in any similar condition, Televic shall have the right, without any judicial consent, to choose to either:

- consider the agreement as dissolved

or

- have a third party execute the commitments of the supplier at the expense of the supplier

The supplier shall be in charge of the damage resulting from his default and he shall have no say in regards to the above-mentioned choice of Televic.

ART.10. DISPUTES

In the event of disputes only the courts of the registered office of Televic shall have jurisdiction. Only the Belgian law shall be applicable in case of dispute.

Even in the event of a judicial dispute the supplier shall need to fully meet his commitments.

ART.11. COMPLIANCE WITH LAWS

Supplier shall at all times comply with all laws, rules, regulations, and ordinances applicable to the Agreement, including, but not limited to, all fair labour, equal opportunity, and environmental compliance laws, rules, regulations, and ordinances. Supplier shall furnish to TELEVIC any information required to enable TELEVIC to comply with any applicable laws, rules, and regulations in its use of the Goods and Services.

ART.12. FORCE MAJEURE

In the event that Supplier is prevented from performing any of its obligations under the Agreement for reason of force majeure (being an event unforeseeable and beyond the control of Supplier) and Supplier has provided sufficient proof for the existence of the force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure. TELEVIC shall be entitled to terminate the Agreement with immediate effect by written notice to Supplier, immediately if the context of the non-performance justifies immediate termination, and in any event if the circumstance constituting force majeure endures for more than thirty (30) days and, upon such notice, Supplier shall not be entitled to any form of compensation in relation to the termination. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by Supplier, financial problems of Supplier, nor the inability of Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Goods or Services to be supplied.

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Zertifiziert nach

ISO 9001
ISO 14001
ISO/TS 22163
ISO 45001