

**METALLO BELGIUM NV**

**General Terms and Conditions of Purchase**

**1. General provisions**

- 1.1 These general terms and conditions of purchase (“general conditions”) are applicable to all purchases by Metallo Belgium NV, a limited liability company incorporated under Belgian law, with registered office at 2340 Beerse, Nieuwe Dreef 33, with enterprise number 0403.075.580 (RLE Turnhout, Belgium) (“**Metallo**”), unless explicitly agreed upon otherwise in writing. These general conditions therefore form an integral part of every purchase agreement in which Metallo Belgium NV acts as buyer. The special terms and conditions of any such purchase agreement take precedence over these general conditions.
- 1.2 These general conditions take precedence over any conditions of sale of the seller, even if Metallo has not expressly nullified or excluded the application of these conditions of sale. Preference for other general terms and conditions can thus only be given in writing, in which case these general conditions shall apply supplementarily.
- 1.3 The full or partial invalidity and/or nullity of the provisions of these general conditions shall not result in the invalidity and/or nullity of these general conditions in their entirety. The seller and Metallo expressly renounce their right to invoke the nullity and/or invalidity of these general conditions on such basis. In the event that any provision of these general conditions is (deemed) invalid, null or unenforceable, that provision shall be severed from these general conditions to the extent it is invalid, null or unenforceable without affecting the validity and enforceability of the remainder of these general conditions. Parties agree that the invalidity, nullity or non-enforceability of one or more of the provisions of these general conditions, does not in any way constitute a reason for terminating any agreement between Metallo and the seller.
- 1.4 By entering into an agreement with Metallo, the seller declares to have received a copy of these general conditions and declares to have accepted these general conditions and accepts the exclusive applicability of these general conditions. The seller declares that it knows and understands the meaning of all technical terms used in these general conditions, as well as any possible additions to them.
- 1.5 If a Party does not invoke a provision of these general conditions, but the conditions for this are fulfilled, then this position cannot be interpreted as a waiver by such Party of its rights under this provision, nor may this position be construed as such.
- 1.6 Unless otherwise expressly stipulated, notifications of any nature whatsoever, including orders and order confirmations, shall be considered to have been received as follows:
- a) By registered letter with receipt confirmation: at the moment of actual receipt;
  - b) By registered letter: three calendar days after the post mark;
  - c) By email/regular letter/fax: at the moment that receipt is confirmed by the other Party in a non-automated way;

d) By courier: at the moment of actual receipt.

1.7 In these general conditions, time periods are calculated as followed:

- a) The term shall be calculated from midnight to midnight. This shall be calculated from the day after the day of the deed or of the event that has caused it to take effect, and includes all days including Saturdays, Sundays and public holidays at the place of delivery of the material.
- b) The day of the expiry date is included in the period. However, if this day is a Saturday, Sunday or a public holiday at the place of delivery of the material, then the expiry date is moved to the subsequent business day.
- c) A period that is determined in months or years is calculated from a given day of a month to the day before that day.

1.8 Unless otherwise expressly stated, days are calendar days. Business days are all days of the week other than Saturdays, Sundays and public holidays at the place of delivery of the material. For price determination and conversion of currencies, "business days" are considered to be all days upon which the respective exchange or institution is open.

1.9 In these general conditions, the following terms shall be understood under the references given below:

- a) "Regulation 1013/2006": Regulation (EC) No. 1013/2006 of the European Parliament and the Council of 14 June 2006 regarding the conveyance of waste materials;
- b) "VLAREMA": the Flemish regulations on waste avoidance and waste management;
- c) "REACH": Regulation (EC) no. 1907/2006 of the European Parliament and the Council of 18 December 2006 on the registration, evaluation, authorisation and restriction of chemical substances (REACH), to set up a European Agency for chemical substances, involving changes to Guideline 1999/45/EC and involving withdrawal of Regulation (EEC) no. 793/93 of the Council and Regulation (EC) no. 1488/94 of the Commission as well as Guideline 76/769/EEC of the Council and Guidelines 91/155/EC, 93/67/EEC, 93/105/EC and 2000/21/EC of the Commission;
- d) "Belgian Royal Decree of 24 May 1982": Royal Decree on the regulation of the sale of substances that are hazardous to people or the natural environment, as amended a number of times.
- e) "Spanish Act 22/2011", on waste and contaminated soils, implementation of Directive 2008/98/EC
- f) "Spanish Royal Decree 833/1988" which approves the Regulation for the Execution of Law 20/1986, Basic Of Toxic And Hazardous Waste and "Royal Decree 180/2015", regulating waste transportation within Spanish State

## **2. Constitution of the agreement**

2.1 Metallo shall only be legally bound by a sale agreement if this is drawn up in writing and expressly includes the following elements:

- a) a detailed description of the goods, including statement of whether the goods are sold as waste or as a chemical substance or intermediate product in the sense of REACH;
- b) the specifications that the goods must meet;
- c) the price;
- d) the delivery period; and

- e) *if the goods are waste materials in the sense of Regulation 1013/2006*, at least the following clauses:
- i. insofar as this concerns goods that are included in the green list that is added to Regulation 1013/2006 as Appendix III: the obligation of the seller, or, if this party cannot complete the conveyance or recovery of waste (e.g. insolvency), of Metallo if the conveyance or recovery of waste cannot be completed in the planned manner or if illegal conveyance has taken place, to (i) take back the goods or to ensure that they are otherwise recovered and (ii) if necessary to provide the intermediate storage thereof.
  - ii. insofar as this concerns goods that are included in the orange list that is added to Regulation 1013/2006 as Appendix IV:
    - 1. The seller is obligated to take back the goods if the transport of the goods cannot be completed as planned (application of article 22 of Regulation 1013/2006) and/or if the conveyance is illegal in the sense on article 24, second paragraph of Regulation 1013/2006;
    - 2. Metallo is bound to remove or recover the goods in accordance with article 24, paragraph 3, of Regulation 1013/2006 if illegal conveyance is involved;
    - 3. Metallo is bound to provide a declaration in accordance with article 16, e) of Regulation 1013/2006 that the goods have formed the object of a recovery in accordance with the notification, the conditions stated therein and the provisions of Regulation 1013/2006;
    - 4. Metallo is bound to submit a declaration of provisional waste recovery in accordance with the notification according to article 15, sub d) of Regulation 1013/2006, and where applicable article 15, sub e) of the same regulation, the conditions included therein and the provisions of Regulation 1013/2006.
- f) *if the goods are chemical substances, preparations or intermediate products in the sense of Regulation 1097/2006*,
- 1. the statement of the registration or, as applicable, the preregistration number;
  - 2. the statement that the use declared by Metallo is an "identified use" in the registration.
- 2.2 Every agreement is considered to be signed, after acceptance, at the location of Metallo's registered office in Beerse, Belgium.

### **3. Delivery**

- 3.1 Unless explicitly agreed otherwise in writing, the delivery of the goods is done DAP Beerse (Belgium) or, as the case may be, Berango (Spain) (Incoterms 2010) and at the moment that the goods are fully unloaded. Any reference in an agreement between the Parties to an Incoterm, shall refer to the Incoterms 2010.
- 3.2 The seller shall load and, as applicable, package the goods in accordance with the legal provisions in this regard and, in the absence thereof, in a usual manner, taking into account the nature of the goods and the selected mode of transport and, upon delivery, bulk tipping.
- 3.3 Delivery period
- a) The seller is bound by the delivery period. If the last day of the delivery period is not a business day, the delivery period shall be extended to the subsequent business day. Parties agree that the delivery period agreed upon, forms an essential obligation of the agreement and can therefore be changed only by written agreement.

- b) The seller shall inform Metallo as soon as reasonably possible and no later than two business days prior to delivery that he desires to deliver the goods on that day. Metallo has the right to refuse the delivery date proposed by the seller, insofar as Metallo must then provide at least two dates upon which the goods for Metallo can indeed be delivered. This refusal does not give the seller any right to change the price, unless all dates proposed by Metallo are at least three weeks after the expiry of the delivery period.
- c) Furthermore, the delivery shall occur as follows:
- 3.3.c.1 Unless explicitly agreed otherwise, the delivery must occur during office hours and in accordance with Metallo's delivery instructions. Reference is made to Metallo's delivery instructions for detailed information.
- 3.3.c.2 The truck used for delivery of the goods may be loaded with no more than three different and well-separated types of material.
- 3.3.c.3 At the moment of delivery the seller must submit a lot reference via its transporter that makes it possible to identify the delivery.
- 3.3.c.4 The goods must be delivered either loose or in 200 litre steel vats. The steel vats may not be stacked in freight trucks or containers.
- 3.3.c.5 At the moment of delivery, the seller must hand over to Metallo all documents that are required on the basis of the law or the special provisions of the purchase agreement.
- 3.3.c.6 The seller must comply with all applicable legal or regulatory provisions with regard to marketing, selling, transporting, export, transit, import and storage of the goods, including but not limited to laws and regulations with regard to transport of waste materials or hazardous materials. The Seller shall provide Metallo with proof of such compliance.

3.3.c.6.1 **Waste Materials**

If the goods are waste materials, applicable regulations and legislation include but are not limited to (i) Regulation 1013/2006, (ii) the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal, (iii) the OECD regulations on waste, as enforced by Regulation (EC) no. 1418/2007 of the Commission of 29 November 2007 on export with a view to recovery of that stipulated in Appendix II or III A of Regulation (EC) no. 1013/2006 of the waste materials listed by the European Parliament and the Council to certain countries to which the OECD decision on the supervision of cross-border transport of waste materials is not applicable, (iv) the Flemish VLAREMA regulation (v) Spain's Law 22/2011 on wastes and contaminated soils, (vi) the Spanish Royal Decree 833/1988 of 20 July, amended by Royal Decree 952/1997 of 20 June, and Order MAM/304/2002 of 8 February, and Royal Decree 180/2015 of 13 March.

**For goods that are included in the green list (Appendix III of Regulation 1013/2006)**

With regard to these goods, the seller declares and guarantees that

- the conveyance of these good shall be accompanied by the information that is stated in Appendix VII of Regulation 1013/2006;
- the good were not mixed with other waste materials during conveyance.

**For goods that are included in the orange list (Appendix IV of Regulation 1013/2006)**

With regard to these goods, the seller shall provide Metallo with the notification and transport documents insofar as applicable, drawn up in accordance with Regulation 1013/2006, and the seller declares and guarantees as follows:

- the information and documentation that he has provided to Metallo and/or the qualified authorities is complete, correct and truthful;
- the statements in the documents and their appendices are complete, correct and truthful, including the information with regard to the composition of the goods;
- the qualified authorities are informed of the purchase agreement that the seller and Metallo have drawn up with regard to the goods;
- the qualified authorities have granted their express or implicit unconditional permission for the conveyance of the goods and this permission is still valid and includes the processing of the goods;
- if the permission is granted conditionally and Metallo was informed of this prior to the purchase agreement being signed, these conditions connected to the conveyance were strictly followed;
- the guarantee that must be provided in accordance with article 6 of Regulation 1013/2006 has indeed been put into effect in good time;
- the foregoing information regarding the actual start of the conveyance is provided in good time to the qualified authorities in the manner established in article 16, b) of Regulation 1013/2006;
- no material changes to the terms and/or conditions regarding the transport for which authorization is granted have taken place;
- the goods were not mixed with other waste materials during conveyance;
- the term for processing is one calendar year after conveyance of the goods, unless otherwise stated in the purchase agreement;
- in the event of a general notification in the sense of article 13 of Regulation 1013/2006, all conditions for the conveyance of the goods in the framework of this general notification were followed.

**For goods that are subject to Spain's Law 22/2011 on wastes and contaminated soils, (vi) the Spanish Royal Decree 833/1988 of 20 July, amended by Royal Decree 952/1997 of 20 June, and Order MAM/304/2002 of 8 February, and Royal Decree 180/2015 of 13 March**

With regard to the waste goods, the seller shall provide Metallo with the transport documents and notification to the extent they are applicable, drawn up in accordance with the applicable laws and regulations (as set forth above), and the seller declares and guarantees the following:

- The information and documentation submitted to Metallo and/or the competent authorities are complete, true and accurate;
- The statements made in the documents are complete, true and accurate, including any information on the composition of the goods.

**For goods that are subject to VLAREMA**

With regard to these goods, the seller shall provide Metallo with the notification and transport documents insofar as applicable, drawn up in accordance with VLAREMA, and the seller declares and guarantees that

- the information and documentation that he has provided to Metallo and/or the qualified authorities is complete, correct and truthful;
- the statements in the documents and their appendices, including the identification form, are complete, correct and truthful, including the information with regard to the composition of the goods.

3.3.c.6.2 **Chemical substances, preparations or intermediate products in the sense of REACH**

If the goods are chemical substances, preparations or intermediate products in the sense of REACH, the seller shall, insofar as applicable, provide the documents that are required under REACH, including the safety data sheet, and the seller declares and guarantees as follows:

- the goods have been pre-registered or registered with the European Chemicals Agency;
- the information and documentation that he has provided to Metallo is complete, correct and truthful;
- the statements on the documents and their appendices are complete, correct and truthful, including the safety data sheet with appendices;
- the labelling is in accordance with the applicable legal requirements.

The seller is obligated to inform Metallo of all information that the seller must provide as a supplier on the basis of REACH to Metallo after delivery of the goods.

If the product transported is an isolated intermediate product, Metallo will only accept the products insofar as they are informed of the applicable strictly controlled conditions at least 20 business days in advance and have expressly declared that they can meet these conditions, unless otherwise expressly agreed. The seller declares and guarantees that these conditions are in accordance with REACH and the ECHA guidelines.

3.3.c.6.3 **Fines for hazardous substances**

The seller represents and warrants to Metallo that, unless explicitly agreed otherwise in writing, the goods sold are free of hazardous substances. Metallo reserves the right to refuse the delivery of any goods containing hazardous substances.

If Metallo decides to accept the delivery of goods containing Sn, Cu or excessive moisture content (H2O), the following fines shall apply:

- Penalties for Sn materials :

<u>Elements</u>	<u>Tolerance %</u>	<u>Refused %</u>	<u>Deduction of units of payable tin</u> ( parts pro rata)
As	0	1	2 per 1
Bi	0	0,5	5 per 1
Cd	0	0,2	4 per 1
Cl	0	3	2 per 1
Cu	3	never	1 per 1
Ni	0	never	1 per 1
S	0	2	2 per 1
Sb	0	15	1 per 1
Cr	0	2	2 per 1
F	0	2	1 per 1
Br	0	2	1 per 1
C	2	5	1 per 1
Be	0	always	
Hg	0	always	

- Penalties for Cu materials :

<u>Elements</u>	<u>Tolerance %</u>	<u>Refused %</u>	<u>Deduction of units of payable copper</u> ( parts pro rata)
As	0	1	2 per 1
Bi	0	0,2	10 per 1
Cd	0	0,2	5 per 1
Cl	0,5	2,5	2 per 1
Ni	0	never	1 per 1
S	0,5	2	2 per 1
C	2	5	1 per 1
Sb	0,5	1	5 per 1
Cr	0	2	2 per 1
F	0	2	3 per 1
Br	0	2	3 per 1
Be	0	always	
Hg	0	always	

Exceptions for deliveries to Berango :

S	0.5	3	2 per 1
C	5	10	1 per 1

- Penalty for excessive moisture content (H<sub>2</sub>O) :

<u>Elements</u>	<u>Tolerance</u>	<u>Refused</u>	<u>Deduction of</u>
H <sub>2</sub> O	30%	40%	0,1% Cu for 0,5 %

#### 3.3.c.6.4 **Radioactivity**

The seller declares and guarantees that the goods are not radioactive.

If radioactivity is found upon delivery, mandatory legal rules and procedures may apply. Subject to mandatory legal restrictions, Metallo may decide to return the goods to the seller or not. The seller shall, immediately upon Metallo's request, compensate all costs reasonably incurred by Metallo to apply mandatory legal rules and procedures, to detect the radioactivity and to prevent and/or limit the damage - of any nature whatsoever - that has been suffered by the goods, the environment and people due to the detected radioactivity.

#### 3.3.c.6.5 **Indemnity**

The seller shall fully indemnify Metallo for any and all damages that Metallo may incur as a result of any breach by the seller of the above obligations, declarations and guarantees. The seller shall also indemnify Metallo against all third party claims, including claims by competent authorities, resulting from any breach of these obligations, declarations and guarantees, and/or the non-compliance by the seller with his obligations resulting from applicable legislation. This indemnity obligation not only affects all amounts that Metallo shall have to pay to these authorities in such a situation, but also includes reasonable legal fees that Metallo must incur for its defence against these claims.

#### 3.3.c.6.6 **AEO Clauses (Authorised Economic Operator)**

The seller takes care that:

- goods, which are produced, stored, forwarded or carried by order of Authorised Economic Operators (AEO), which are delivered to AEO or which are taken for delivery from AEO
- are produced, stored, prepared and loaded in secure business premises and secure loading and shipping areas
- are protected against unauthorized interference during production, storage, preparation, loading and transport
- reliable staff is employed for the production, storage, preparation, loading and transport of these goods

- business partners who are acting on his behalf are informed that they also need to ensure the supply chain security as mentioned above.

#### **4. Risk and property**

- 4.1 Property title to the goods shall pass to Metallo on delivery or on payment, whichever is the earlier, without prejudice to any right of rejection that may accrue to Metallo. The risk of loss or damage to the goods shall pass to Metallo in accordance with the applicable Incoterm. Transport of parts to and from the seller shall be at the seller's account and risk.

#### **5. Purchase price and payment**

- 5.1 The prices are in Euros and exclusive of VAT, unless otherwise agreed upon in writing. The prices must be invoiced at the price agreed upon in the purchase agreement. Parties agree that this price forms an essential part of the agreement and can therefore be changed only by written agreement.
- 5.2 Invoices are payable at Metallo's registered office. Metallo will pay invoices within the mutually agreed payment term which shall not be less than 21 days after delivery and the invoice date, it being understood that. If the parties did not specify any payment term, Metallo will pay invoices within 21 days after delivery and the invoice date.
- 5.3 Metallo retains the right to defer its obligation for payment if the seller has not met its obligations under the purchase agreement, including these general conditions, and Metallo incurs damages as a result. Metallo also retains the right to compensate the purchase price owing by the amount of these damages.
- 5.4 The seller is not entitled to set off any invoiced amount against any other amount due to Metallo for whatever reason and of whatever nature.

#### **6. Conformity and acceptance**

- 6.1 In the purchase agreement, insofar as is necessary, Metallo shall expressly state the specifications to which the goods must conform.
- 6.2 Prior to the goods being unloaded at Metallo, Metallo has the right, but not the obligation, to perform checks (which may include laboratory tests) in order to ascertain that the goods conform to the specifications established in the contract. The non-performance of such checks at the time of delivery or the unloading of the goods shall not affect the right of Metallo to compensation of damages due to non-conformant delivery, if this non-conformity is established at a later time. The signing of a receipt form by a representative of Metallo shall not constitute an acceptance of the products and is done without prejudice to the right of Metallo to reject such products. With regard to visible non-conformity, Metallo shall inform the seller of this within ten business days of delivery. If this notification takes place within the stated period of ten business days, the seller may not dismiss the claims of Metallo due to tardiness and/or the acceptance of this visible non-conformity.
- 6.3 If Metallo performs checks or has checks performed (whether or not via laboratory tests), these checks shall be done according to the standard procedures.
- 6.4 If the seller demands a check of the goods at the moment of delivery, this check shall be done at

the expense of the seller. The seller shall also be invited to have a representative present at this check.

- 6.5 If the goods are non-conformant, Metallo shall store the good on its grounds, unless Metallo is legally required to destroy, remove or otherwise process the goods. In this period, the risks of loss and/or damage shall be borne exclusively by the seller. After notification of non-conformance, the seller has a period of ten business days to retrieve the non-conformant goods. After this period has lapsed, Metallo shall either continue to store the goods at a rate of 30.00 Euros per ton per week or destroy, remove or otherwise process these goods at the expense of the seller, as decided by Metallo.
- 6.6 If the finalized lot weight is less than 5000 kg, a fixed fee of 250€/lot, for sampling and assaying costs, will be charged.

## **7. Liability**

The seller shall be liable towards Metallo and shall hold Metallo harmless for all liabilities, costs, expenses, damages and losses suffered or incurred by Metallo (including reasonable attorney fees, and expenses of recall or other corrective operations) as a result of or in connection with (i) seller's inadequate or incomplete performance of its obligations under the purchase agreement (including these general conditions); (ii) any third party claims made against Metallo for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the

supply or use of the goods. Metallo's liability will in any case be limited to damage to property or injury to persons caused by gross negligence and will be limited to the value of the purchase price related to those goods.

## **8. Termination following breach**

- 8.1 Without prejudice to other rights and available means of redress, each non-breaching Party has the right to terminate ("*ontbinding*") the agreement between the Parties with retroactive effect, without prior notification of default and without prior or retrospective judicial review with regard to the seriousness of the reasons for termination, or to immediately suspend all further performance under this agreement, if:
- a) any sum resulting from any agreement between the Parties is owing and payable and remains unpaid;
  - b) if it becomes clear that the other Party will not be able to perform under this Agreement;
  - c) in case delivery has not taken place within the agreed delivery period;
  - d) in case of a material breach of this agreement by the other Party which is not remedied within 5 business days following a notification of default;
  - e) in case of an alleged breach by the other Party of applicable anti-bribery, anti-corruption and anti-money laundering laws and regulations; or
  - f) the other Party becomes insolvent, is under the administration by a court-appointed provisional administrator, fully or partially suspends payment of his debts, enters a disposition with

creditors, is the object of a declaration of bankruptcy or of any other procedure of a similar nature, or in case that a similar process takes place in accordance with the law that is applicable to such party.

- 8.2 The breaching Party shall compensate the non-breaching Party for any loss or damage incurred or sustained by the non-breaching Party in consequence of such breach, it being understood that article 7 of these general conditions shall apply.

**9. Force majeure**

A Party shall not be held liable for any delay in the performance of its obligations or the non-performance thereof in the event that this delay in performance or non-performance is the result of an event or unforeseen circumstances which are beyond such Party's reasonable control ("**Force Majeure**")

**10. Assignment**

A Party is not permitted to transfer the agreement or any rights or obligations resulting from the agreement to any third party without the prior written permission of the other Party, whereby any corporate restructuring governed by the Belgian Code of Companies (merger, (partial) demerger, transfer or contribution of universality or branch of activities) shall be considered a transfer.

**11. Anti-Bribery, Anti-Corruption and Anti-Money Laundering, Know Your Counterpart procedure**

The seller hereby agrees that, at all times in connection with and throughout the course of the agreement and thereafter, he will comply and will take all reasonable measures to ensure that his personnel, agents, representatives, subcontractors and any other person acting on his behalf will comply with all applicable anti-bribery, anti-corruption and anti-money laundering laws and

regulations including such applicable laws and regulations in the jurisdiction in which the seller has his registered office and/or business address and the jurisdiction in which the agreement will be executed (if different). The seller will notify Metallo immediately upon becoming aware of any actual or potential breach of the provisions of this article.

The seller agrees to provide Metallo with all information and documents as requested in Metallo's Know Your Counterpart procedure and to fulfill all commitments therein. All documents enabling the seller to comply with Metallo's Know Your Counterpart procedure are sent separately to the seller.

**12. Confidentiality and data protection clause**

Metallo Belgium commits itself to maintaining the confidentiality of all information and documents provided to it in the framework of its 'Know Your Counterpart' procedure. The submitted information and documents shall only be used by Metallo Belgium for the purposes of its 'Know Your Counterpart' procedure in the context of the professional relationship between Metallo Belgium and the supplier. Metallo Belgium shall nonetheless be allowed to disclose the submitted information and documents to the following persons and entities, in the following circumstances:

- a) directors, employees, accountants, legal counsels and other advisors of Metallo Belgium, and directors, employees, accountants, legal counsels and other advisors of its affiliates, to the extent necessary in the context of the professional relationship between Metallo Belgium and the supplier;

- b) any governmental authority or self-regulatory authority having or asserting jurisdiction over Metallo Belgium or its affiliates, to the extent requested;
- c) to the extent required by any applicable laws or regulations; and
- d) to any person or entity with the express written consent of the supplier.

The Personal Information provided by the suppliers will be processed by Metallo Belgium, with registered offices at 2340 Beerse, Nieuwe Dreef 33, Belgium, acting as the Data Controller. Suppliers warrant that the data subjects, whose personal information is included in the Supplier Information Request, are informed on the content of this Confidentiality and Data Protection Clause.

Metallo Belgium needs to process all personal information provided by suppliers in the Supplier Information Request to meet the abovementioned Anti-Money Laundering ('AML') regulatory requirements. The information provided will also be used when this is necessary for the delivery of services to the suppliers. The personal data will only be retained for as long as this is necessary for the abovementioned purposes.

The data subjects whose personal information is included in the Supplier Information Request form, have - in principle - the right to request access to and rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability. However, Metallo will only grant such a request if all conditions for such a request or for invoking those rights are complied with.

The data subjects will have to provide proof of their identity, by providing a copy of the front of their eID. If a data subject feels like their request or complaint was not handled properly, they have the right to lodge a complaint with a supervisory authority (in Belgium, the Privacycommission).

The buyer likewise commits itself to maintaining the confidentiality of all information and documents provided by Metallo to the buyer in the context of their professional collaboration, under the same conditions as set out in this article.

### **13. Compliance with Metallo's Code of Conduct**

The seller has read Metallo's Code of Conduct as set on Metallo's website under <http://metallo.com/downloads> and commits to comply with the principles contained in this Code of Conduct in the performance of the agreement.

### **14. Applicable law and qualified courts**

- 14.1 All agreements, including these general conditions, made between Metallo and the seller are governed by and construed in accordance with Belgian law, with the exclusion of (1) all conflict of laws rules and (2) the UN Convention on Contracts for the International Sale of Goods (1980). However, the expiry of claims of the parties on the basis of the purchase agreement, including the general conditions, is regulated by the UNCITRAL Convention of 14 June 1974 on the Limitation Period in the International Sale of Goods. In any case and as far as is legally possible, article 1648 of the Belgian Civil Code does not apply.
- 14.2 All disputes in connection with the purchase agreement, including these general conditions, will be exclusively settled by the courts of Antwerp, judicial department of Turnhout (Belgium).

