

1. Scope of application

§1 These General Purchasing Conditions apply to purchases from AMOS unless expressly stated otherwise on the Order form.

§2 The applicable version of the general purchasing conditions is that one in effect on the date of conclusion of the Order form. By accepting the Order, the Supplier waives any application of provisions appearing in its general or specific purchasing conditions, even if the latter stipulate that they are valid.

§3 AMOS reserves the right to revise these General Purchasing Conditions at any time, with the new terms and conditions applying to any new Order, regardless of any previous relationships between AMOS and the Supplier.

2. Quote request

Quote requests from AMOS are not binding. An Order becomes applicable when AMOS accepts the Supplier's offer in writing (including via email). The Supplier shall be bound by its offer for 60 calendar days.

3. Delivery

§1 The Supply shall be delivered to the location and under the conditions set out in the Order form. Unless specified otherwise in the Order, the Supply shall be delivered DAP (Incoterms 2020) according to the International Chamber of Commerce.

§2 Any delivery shall, under penalty of refusal, be accompanied by a delivery note detailing the information set out in the Order form (Order number, part or service number, service or part name).

§3 For any Supply delivered to AMOS, the delivery shall be made to its premises between the following hours: 8am-12pm and 1pm-5pm. Any Supply delivered outside of these hours, without prior agreement from AMOS, may be refused by AMOS and shall be delivered by the Supplier on the next working day at no additional cost.

4. Acceptance

§1 Unless stipulated otherwise in the Order form specifying special acceptance conditions, the acceptance shall take place as stated hereunder.

§2 A provisional acceptance of the Supply shall be made by AMOS within 5 working days of its receipt at its premises.

§3 The provisional acceptance consists of that which may be verified during receipt (e.g. presence of documents, quantity, conditioning). The final acceptance of the Supply shall take place within 9 calendar months, starting on the date of provisional acceptance, failing which the Supply shall be deemed to be definitively accepted. The definitive acceptance of the Supply shall be declared after the compliance tests, performed by AMOS, have demonstrated that the Supply complies with the requirements of the Order and any related specifications.

§4 AMOS reserves the right to refuse any supply which does not comply with the Order. The return of a non-compliant Supply shall be made by AMOS, at the expense of the Supplier, to the Supplier's address. In this case, AMOS reserves the right to:

- Either require the Supplier to replace or rectify, at the Supplier's costs, the Supply refused, in a reasonable period of time,
- Or terminate or cancel all or part of the Order without the Supplier being entitled to claim any compensation.

For Mechatronics Supply (purchases) the paragraph 4 is replaced by the following §4:

§4 AMOS reserves the right to refuse any supply which does not comply with the Order. The non-compliant Supply shall be made available to the Supplier at AMOS premises at the times of delivery defined in Article 3. In this case, AMOS reserves the right to:

- Either require the Supplier to replace or rectify, at the Supplier's costs, the Supply refused, in a reasonable period of time,
- Or terminate or cancel all or part of the Order without the Supplier being entitled to claim any compensation.

For Optical Supply (purchases) article 4 Acceptance is replaced by the following article 4

4. Acceptance

§1 Unless stipulated otherwise in the Order form specifying special acceptance conditions, the acceptance shall take place as follows: the acceptance of the Supply shall be made by AMOS in the presence of the Supplier within 15 working days of its receipt at AMOS premises. In the event of Supplier's refusal to be present for acceptance within the time limits, acceptance shall take place without Supplier and without Supplier being entitled to contest the results.

§2 The acceptance shall consist of AMOS carrying out the following actions:

- verify the presence of the various deliverables required by the Order form such as documents, quantity
- inspect the condition of the package
- and conduct compliance tests demonstrating the compliance of the Supply with the Order requirements and any related specifications.

§3 AMOS reserves the right to refuse any supply which does not comply with the Order. The return of a non-compliant Supply shall be performed by AMOS, at the expense of the Supplier, to the Supplier's address. In this case, AMOS reserves the right to:

- Either require the Supplier to replace or rectify, at the Supplier's costs, the Supply refused, in a reasonable period of time,
- Or terminate or cancel all or part of the Order without the Supplier being entitled to claim any compensation.

5. Billing

§1 All invoices shall reach AMOS no later than the 5th of the month following the delivery date. Invoices will be paid by bank transfer within 60 days end of the month invoice date.

§2 Invoices from European suppliers shall mention the statistical number (customs code) and the weight of the Supply delivered.

6. Delays

The delivery time shall be mandatory. However, if the Supplier realizes that this deadline will not be respected, he shall inform AMOS immediately in writing providing reasons thereof. Depending on the duly justified circumstances, AMOS may agree to new delivery terms which shall be confirmed by AMOS in writing. In case of non-respect of the contractual periods and if no agreement on new terms is reached, AMOS reserves the right to apply late penalties. Unless specified otherwise in the Order, the late penalties will be 0.5% of the contract amount per week of delay, with a maximum of 10% of the contract amount.

7. Transfert of ownership at risk

§1 The risks relating to the Supply shall be transferred according to the Incoterms specified in the Order or, failing that, according to the Incoterms in clause 3.

§2 The ownership of the Supply shall be transferred to AMOS upon delivery. Any title retention clause not expressly accepted by AMOS under the specific conditions of the Order shall be deemed unwritten.

8. Compliance

§1 The Supplier guarantees that its products comply with the contractual requirements, the standard quality criteria and the specifications set out by AMOS. The Supplier states to be in possession of all applicable documents as specified on the Order form. The Supplier guarantees the regulatory and legal compliance of the Order (e.g. CE marking, REACH).

§2 In addition, the Supplier shall have and maintain a quality system that meets the requirements and specifications of the Order.

§3 Without prejudice to the Supplier's level of obligations and responsibility, AMOS reserves the right to carry out checkings, alone and/or accompanied by its customers, on the Supplier's premises or those of the Supplier's subcontractors.

§4 The Supplier guarantees to comply with the obligations/regulations relating in particular to health, safety, environment and social legislation.

§5 If the Supply subject to the Order form is covered by national and European regulations concerning export licenses and/or American export regulations (ITAR and EAR), the Supplier shall notify AMOS and take all necessary steps to comply with said regulations. The Supplier will carry out its actions within a reasonable period to allow compliance with the delivery times set out in the Order form.

§6 AMOS reserves the right to pass on to the Supplier the relevant quality requirements transmitted by its principals.

9. Order form change

§1 AMOS reserves the right to make modifications to the Order form (e.g. Supply specifications, quantity, delivery location etc). AMOS shall inform the Supplier of this in writing. Any modification to the Order form may lead to justified and balanced modifications of the price and/or delivery deadlines concerning the Supply.

§2 The Supplier may propose to AMOS in writing changes to the design and/or specifications if it deems them to be duly justified or would improve the quality or performance of the Supply. In any case, AMOS is not required to accept these changes or any resulting changes to the Order form such as price, deadlines and/or delivery location.

§3 When the material or process characteristics have been qualified by AMOS during the Order, the Supplier shall notify AMOS in writing in advance of any changes to the raw materials or their source, any changes to the formulation, method or production processes or any other changes which may have an influence on the quality or performance of the Supply.

§4 Any modification to the Order form requested by AMOS or proposed by the Supplier shall only be binding on the parties once it has been confirmed by AMOS by issuing an amendment to the Order form.

10. Warranty

§1 Without prejudice to legal warranties, the acceptance of the Order by the Supplier implies a contractual warranty applicable to any Supply in whole or in part defective. Unless otherwise stipulated on the Order form, the duration of the contractual warranty is 24 months from the date of the final acceptance of the Supply. The contractual warranty consists of, at the discretion of AMOS, the replacement or repair free of charge of the Supply (parts and labour). The Supplier shall bear all the corresponding costs and transport costs (return). The Supplier shall carry out the replacement or repair within 10 working days from the declaration of defect or within any time period negotiated between the parties. If the Supplier does not comply with its obligations, AMOS reserves the right to perform the latter or have this performed by a third party and recover the resulting costs from the Supplier.

§2 The warranty period for the replaced or repaired Supply shall resume in full from the date of said delivery or repair.

§3 In any event, no inspection, approval or acceptance of the Supply shall release the Supplier from liability for defects or other failure to comply with the terms of the Order.

For Optical Supply (purchases) and Mechatronics Supply (purchases) the article 10 Warranty is replaced by the following article 10

10. Warranty

§1 Without prejudice to legal warranties, the acceptance of the Order by the Supplier may, if specifically set out in the Order form, imply an additional contractual warranty applicable to any Supply which is fully or partly defective.

§2 In any event, no inspection, approval or acceptance of the Supply shall release the Supplier from liability for defects or other failure to comply with the terms of the Order.

11. Subcontracting and transfert

The Supplier shall not assign or transfer to third parties all or part of the rights and obligations arising from the Order without prior and written approval from AMOS. The Supplier shall be responsible for all services performed and Supply delivered by all its subcontractors and shall pass on to them the requirements applicable to the Order.

12. Confidentiality

§1 All information communicated to the Supplier by AMOS, specifically technical, industrial, commercial or financial information, regardless of the form of communication (including, specifically, designs, diagrams, descriptions, specifications, reports, disks, software and related documentation, etc) is confidential.

§2 The information shall only be used in the context of the Order. The Supplier shall take all necessary measures so that no information is communicated or divulged to third parties.

§3 AMOS shall keep confidential all information from the Supplier which is declared as such by the latter.

13. Intellectual property

§1 Any plans, documents and software or other information submitted to the Supplier remains the property of AMOS or its customers. Unless specified otherwise in writing by AMOS, they shall not be used for any purposes other than authorized by the Order. The Supplier shall not reproduce, copy or communicate them to third parties without the prior written approval of AMOS. The Supplier shall return these elements to AMOS at the request of the latter. The communication of these elements by AMOS to the Supplier shall not, under any circumstances, be construed as conferring on the Supplier, either expressly or implicitly, any right whatsoever (by license or otherwise) to these elements.

§2 All intellectual property rights attached to the results, in any form whatsoever, whether intermediate or final, generated in the context of the Order shall be transferred to AMOS with all the legal and factual warranties in terms of their realisation. These rights shall be transferred as widely as possible, on an exclusive basis, without geographic limitation and for the entire world and for the duration of legal protection. As a consequence of the foregoing, the Supplier shall not use all or part of said results for the benefit of any third party or for its own needs.

This paragraph 2 is not applicable to Optical Supply (purchases).

§3 The Supplier shall grant access and use rights and therefore not to oppose AMOS with its prior knowledge and intellectual property rights relating thereto, in so far as these are necessary for the use of the Supply.

§4 The Supplier shall not use any intellectual property rights belonging to a third party for the execution of the Order without prior authorisation from this third party. The costs or fees which may be due for this use shall be borne exclusively by the Supplier. The Supplier guarantees AMOS against any action which may be brought by a third party against AMOS on the ground that the exploitation or the use of the aforementioned Supply constitutes an infringement of the intellectual property rights of said third parties.

14. Force majeure

§1 None of the parties shall be considered as having breached the contract to the extent that such breach results from, or is rendered impossible by, any cause of force majeure such as unforeseeable natural events, war, fire, explosions and natural disasters, sabotage and governmental laws and regulations. Not considered to be force majeure are, among other things, social conflicts (except for general strikes) or price increases affecting raw materials.

§2 The party whose obligation is affected by a case of force majeure shall report this within five (5) working days of the occurrence of the force majeure and shall indicate the expected duration of said force majeure. The party affected by the case of force majeure shall also take all reasonable measures from a commercial point of view to resume the execution of the obligation as soon as possible. If the force majeure lasts longer than a period of sixty (60) days, the other party shall be able to announce the termination of the contract by sending a registered letter with acknowledgement of receipt or deciding on a suspension period for the execution of the contract.

15. Termination

§1 AMOS reserves the right to legally terminate the contract in full or in part without liability to the Supplier in the event of failure by the Supplier to fulfil its obligations under the Order. The termination will take effect ten (10) days, without judicial intervention, after notice is sent to the Supplier, by registered letter with acknowledgement of receipt, to have to meet its obligations and remain without effect. Without prejudice to claim for damage and the possible application of any late penalties, AMOS may demand the refund of all sums paid by AMOS and any costs incurred by the latter as a result of the Supplier's failure.

§2 AMOS may also terminate the contract in the following cases:

- Bankruptcy, voluntary liquidation of the Supplier or conclusion of an arrangement with its creditors,
- Opening of bankruptcy proceedings and/or legal liquidation concerning the Supplier, if the judicial officer has not expressed his intention to continue with the contract within one month after notice.

§3 AMOS may terminate the Order, at any time, for convenience, in full or in part, by operation of law and without formalities, subject to a notice period of ten (10) working days notified by registered letter to the Supplier with acknowledgement of receipt. Upon receipt of the notification, the Supplier shall only proceed with liquidation operations. In this case, AMOS will indemnify the Supplier, provided it has complied with its contractual obligations, for the costs legitimately incurred in the performance of the contract until its termination and which the Supplier cannot recover by any other means, it being understood that the Supplier shall take all necessary measures to minimise its losses and shall provide appropriate justification therefor. In no case shall the compensation exceed the contract amount.

16. Insurances

§1 The Supplier shall take out and maintain in force the insurances required for an amount corresponding to its risks and responsibilities in virtue of ordinary law and its contractual commitments. The Supplier shall justify, at the request of AMOS, the validity of its insurance policies concerned and proof of payment of its premiums. In case of insufficient coverage in line with the Order, AMOS may require the subscription by the Supplier of additional insurances, at the Supplier's expense.

§2 Neither the provision of insurance certificates by the Supplier nor the content of the insurances taken out shall limit the liability of the Supplier towards AMOS.

17. Personal Data Processing

Under the contractual relationship resulting from the Order and under its legitimate interest, AMOS processes Personal Data for supplier management and their accounting treatments purposes. Data is kept only for the duration of the relationship between the Supplier and AMOS, with the minimum records (commercial, accounting, tax) retention period required by law. Anyone may reach AMOS either to request information on its Personal Data or to request changes or deletion of the later. In this regard, AMOS may request proof of the identity of the requesting person to ensure to provide data to the rightful holder. Any question related to AMOS Personal Data Processing may be addressed to privacy@amos.be or to the attention of the Personal Data Protection Supervisor at the following address: AMOS Rue des Chasseurs Ardennais 2, 4031 Angleur. Should the data subject disagree with the way AMOS processes his data, he may contact the Personal Data Authority (Rue de la Presse 35 à 1000 Bruxelles). AMOS' Personal Data Policy can be found on www.amos.be.

18. Applicable law

These general conditions are governed by Belgian law. The application of the 1980 United Nations Convention on Contracts for the International Sale of Goods is excluded. In case of disputes between the parties concerning the Order or related thereto, which cannot be resolved amicably, the latter will be definitively severed according to the CEPANI arbitration rules by one or more arbitrators appointed in accordance with these rules. The parties expressly exclude any action in annulment of the ruling.

19. Dispute with third parties

If a third party brings an action against AMOS concerning the execution of the Order by the Supplier or due to the products and services provided under the Order, the Supplier shall, at its expense and at the request of AMOS, help with the defence thereof. Any legal ruling or arbitral award shall be considered for all useful purposes as opposable to the Supplier in case of subsequent recourse with a guarantee for AMOS.

20. Miscellaneous

§1 Neither the delay nor the failure of AMOS to exercise any right accruing to it under any of the provisions of this Order shall impair or be construed as a waiver of that right. A waiver by AMOS of any particular breach of this Order shall not be construed as a waiver of any subsequent breach unless specifically expressed in writing.

§2 In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof.

AMOS and the Supplier then agree to renegotiate said invalid or unenforceable provision to rewrite a provision as close to the original intention as possible and in compliance with the applicable laws.