

Procedures		KPRO_AK02E	
Quality procedures		Version 0	29/03/2016
GENERAL PURCHASE CONDITIONS			

1. IMPLEMENTING CONDITIONS

The material will comply with the conditions specified on the order form at all points. The sales conditions stated by the supplier on his order confirmation are irrelevant if they have not been approved in writing by Sadaci.

2. RECEIPT

In the absence of special conditions stated on our order form, the receipt concerning quantity and quality of delivery (goods, packaging, etc.) will take place in our factories. If a hidden defect - not visible at normal receipt - occurs when the goods have already undergone any treatment, either in our factories or at the site, Sadaci reserves the right to, in addition to the free exchange of the goods, recover all costs that Sadaci would have incurred through these goods.

3. LICENSES

The supplier guarantees Sadaci against any third-party claims by license rights and if actions or prosecutions against counterfeiting occur as a result of the delivery of the material supplied by the supplier, the latter commits himself to take it for Sadaci, guarantees and bears the total of any costs incurred, caused by legal proceedings. In addition, the supplier commits himself to replace at his own expense all material of which the use would be disputed by the license holder, by a material free of counterfeiting.

4. TERMS OF PAYMENT

- a. 30 days after the end of the month of delivery and the billing date. The invoices received after the 31st will only be paid one month thereafter.
- b. Pre-payments are only for pre-financing of purchased materials. By paying the pre-payments, SADACI becomes the owner of those materials. In case of breach of contract, the pre-payments and/or materials are due and payable by SADACI.

5. PENALTY FOR LATE DELIVERY

- a. Sadaci has the right, in case the partial or total delivery exceeds the agreed delivery term, to apply a deduction of 1 percent per week of delay, whatever may be the value of the part delivered too late. The penalty will be applied to the total amount of the delivery; this will not be limited.
- b. It is also understood that all rejected material will be considered undelivered. The fine for the delay will be due and payable without any other notification from us and without Sadaci being obliged to evidence.
- c. In case of full or partial non-delivery, Sadaci reserves the right to place the order wholly or partly elsewhere at the expense and risk of the defaulting supplier, and this after a mere notification to the supplier.

6. DISPUTES

In case of dispute, only the Courts of Ghent are authorized.

7. DOCUMENTS

- a. A delivery note stating our order number must be enclosed with your delivery.
- b. Invoices must be sent to the attention of the accounting department indicating the order reference.

8. LEGISLATION

All your deliveries must comply with all relevant legal provisions.

9. CONFIDENTIALITY OF DATA AND DATE PROVIDED

All your deliveries must comply with all relevant legal provisions. The contractor / supplier agrees that all information supplied by SADACI NV will be treated confidentially. The contractor/supplier will not release any information except to his employees directly involved in the project. He agrees to strictly apply this confidentiality to all subcontractors involved in the project, and of course also towards the press.

The contractor/supplier agrees to only use this information to execute the assignment at SADACI or to make and deliver the material or work equipment ordered by SADACI NV. The contractor/supplier does not use this information to produce, sell or license similar processes, materials or work equipment anywhere in the world, unless both parties have a written agreement concerning production, sales or license.