

## Purchase terms and conditions

1. The acceptance of this Purchase Order implies the acceptance by the supplier of all the General Purchase Conditions as set forth hereunder and the renouncement of the application of his general conditions, except the formal and written agreement thereof by both parties.
2. The supplier must confirm this Purchase Order within 8 days from the date of order by signing it for approval. If he fails to do so, de munter has the right to cancel his order without any compensation for the supplier.
3. A price quotation will be binding for the supplier during minimum 30 days from receipt by de munter . The prices are fixed and not subject to any revision. The price includes all payments for the use of intellectual property rights, inclusive those of third parties. The invoices of the supplier will be paid within 60 days end of month from receipt.
4. The supplier warrants the free and undisturbed use of the sold goods, inclusive the delivered software. He warrants de munter against any claim of third parties relating to these goods and he shall intervene and substitute for de munter , without any claim against de munter in any aspects relating to this matter. The fees of a lawyer, of the expert and of the procedure shall be borne by the supplier.
5. The delivered goods must be in conformity with the description thereof in the order and the technical documentation transferred to de munter .
6. The delivery must take place within the delivery term agreed on. The goods are delivered DAT Gent (Incoterms® 2010), and premises of de munter " .  
In case of delay, penalties can be applied ipso jure and without any notification according to 1% of the order amount for a delay of one whole week.  
de munter has the right to cancel its order if the delay is more than 5 weeks without any compensation from the supplier. Need by dates are subject to our demand planning and de munter reserves the right to reschedule accordingly if needed. The legal cases of force majeure shall be regarded to as causes of suspension of this clause if these cases make impossible the execution of the order and provided the supplier has notified de munter thereof by registered mail within 5 days after the case of force majeure.
7. The supplier warrants during a period of minimum 24 months from the date of receipt by de munter , that the delivered goods are free from defects in design, material and manufacture, that the goods are in conformity with the specifications, drawings, examples or other descriptions mentioned in documentation transferred to de munter and that the goods are fit to be used for the purpose they are intended to at the date of order. In case of non-conformity of the goods with the foregoing stipulations, the supplier has to replace the goods at his own costs within 15 days following the notification of the supplier. If the supplier fails to comply with this obligation, de munter shall have the right to have executed the necessary repairs or replacements by a third party at the cost of the supplier or to send back the goods to the supplier at the cost of the supplier with reimbursement by the supplier of the paid price.
8. These General Purchase Conditions are subject of Belgian Law. In case of dispute regarding the execution and/of interpretation, only the courts of GENT shall be competent.