

SAEY GENERAL PURCHASING CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

Article 1. Definitions

The following definitions apply in these General Purchasing Conditions:

SAEY: SAEY NV (with its registered office at Industrielaan (Hue) 4, 8501 Kortrijk, registered in the Crossroads Bank for Enterprises register under company number 0448.146.433.

General Purchasing Conditions: these SAEY General Purchasing Conditions for the delivery of Goods and Services.

Services: work other than the creation of a work of a physical nature, the storage of goods, the publishing of works or the transporting of passengers or goods.

Goods: movable property, immovable property, software and property rights.

Supplier: the party that supplies SAEY with Goods and/or Services or has agreed to do so with SAEY.

Parties: SAEY and the Supplier.

Written/In Writing: all kinds of communication via post, email or other electronic data traffic.

Quotation: a document prepared by the Supplier at SAEY's request consisting of a specified offer concerning an intended Agreement.

Order: a written order that SAEY places with the Supplier for the delivery of Goods and/or Services.

Agreement: the agreements laid down in writing between SAEY and the Supplier regarding SAEY's purchase of Goods and/or Services, as well as all legal and other acts in connection with this.

Force Majeure: any breach caused by circumstances beyond the reasonable control of the party in default.

Force Majeure does not in any event include staff illness, staff shortages, strikes, late delivery or unsuitability of materials for whatever reason and/or liquidity or solvency problems on the part of the Supplier. 'Force Majeure' also does not mean a failure to fulfil obligations on the part of a third party or third parties engaged by the Supplier.

Article 2. General provisions

2.1 The General Purchasing Conditions are applicable to and are an integral part of all requests, Quotations, offers, Orders, order confirmations, assignments, assignment confirmations, Agreements and other legal acts for the supply of Goods and/or Services.

2.2 The Supplier can always consult the applicable General Purchasing Conditions and download them from the website <https://www.saeysteel.com/Conditions/PurchaseConditionsSaeyNv.pdf>, and obtain a copy upon simple request to SAEY.

2.3 SAEY expressly excludes the applicability of any of the Supplier's general terms and conditions.

2.4 Deviations from the General Purchasing Conditions only apply if they are expressly agreed in writing in advance between the Supplier and SAEY and only apply to the Agreement in question.

2.5 If there is a conflict between the Dutch text of the General Purchasing Conditions and the translated text, the Dutch text will prevail at all times.

Article 3. Formation and amendments to agreements

3.1 Requests for Quotations are without obligation and are not binding on SAEY. SAEY requests constitute an invitation to make an offer.

3.2 An oral or written Quotation is considered a binding and irrevocable offer.

3.3 Quotations are free of charge.

3.4 The Agreement comes into effect through the written acceptance of the Quotation. An Agreement will only be effected after written order confirmation by SAEY. The Supplier's Quotations will apply for a period of two (2) months after the quotation date, unless a longer period is specified in the quotation.

3.5 If SAEY places an Order without having a Quotation from the Supplier in advance, then the Agreement is concluded if the Supplier has not expressly objected to the content of this Order in writing within two (2) working days after receipt of this written Order.

3.6 SAEY is entitled to change an Order placed by it after the Agreement has been concluded, without being obliged to make any payment or compensation to the Supplier, in case of a valid reason according to SAEY and provided that SAEY notifies the Supplier of its wish to do so in writing within a reasonable period after the Agreement has been concluded.

Article 4. Prices and payment

4.1 All agreed prices are fixed and denominated in euros.

4.2 Prices agreed are excluding VAT and include all costs associated with complying with the Supplier's obligations, which include, but are not limited to, import and export duties, excise duties, as well as any other levies or taxes imposed or charged in respect of the Goods and/or Services, documentation, packaging and shipping.

4.3 Supplier must send its invoice for the amount (still) due to Supplier within three months after delivery of the Goods and/or Services. For

amounts that have not been invoiced to SAEY within this period in accordance with all requirements set out in these General Purchasing Conditions, SAEY's right to payment will lapse irrevocably and definitively.

- 4.4 The Supplier may only apply price increases resulting from additional work if SAEY has expressly agreed in advance in writing to performance of this additional work.
- 4.5 Regarding Agreements for the delivery of Goods, the Supplier will not be entitled to invoice the price of the Goods until after their delivery has been completed in the way stipulated in Article 5.7.
- 4.6 Regarding Agreements for the delivery of Services, the Supplier will not be entitled to invoice the price of the work until after the Supplier has provided the Services and SAEY has given its written approval of this.
- 4.7 The payment term is sixty (60) days from the date of receiving the invoice.
- 4.8 Invoices must comply with the legal requirements and should be submitted in accordance with applicable legislation. In addition, invoices must state the SAEY order number.
- 4.9 If the Supplier fails to comply at all or fully with any obligation under the Agreement or the General Purchasing Conditions, SAEY will be entitled to suspend the payment to the Supplier.
- 4.10 SAEY is at all times entitled to offset claims from the Supplier against it against claims that it or a company affiliated with it has against the Supplier or a company affiliated with the Supplier, regardless of the grounds for these claims.
- 4.11 Payment by SAEY does not in any way constitute a waiver of any rights.

Article 5. Delivery

- 5.1 Goods will be delivered in accordance with DAP ('Delivered At Place') in accordance with the most recent version of the Incoterms as established by the International Chamber of Commerce ('ICC'), at the agreed place of delivery, promptly at the agreed time within the unloading hours applicable at SAEY or within the agreed period(s) as stated in the Agreement. The agreed time or the agreed deadline is final and cannot be extended. Delivery also includes the delivery of all associated auxiliary materials and all associated documentation. If necessary, the Supplier will arrange for the application and acquisition of the export licence required to export the Goods from the country of origin.
- 5.2 The Supplier will deliver and/or perform the Services at the time and place specified in the Agreement.
- 5.3 If it is not possible to deliver at the agreed time or within the agreed term, the Supplier must expressly inform SAEY of this in advance in

writing, stating the appropriate dates for the deliveries. The Supplier will only be entitled to make partial deliveries with SAEY's express prior written approval. If SAEY grants its approval for partial deliveries, for the purposes of this article, delivery also includes a partial delivery.

- 5.4 If an agreed term for the delivery or parts of the delivery is exceeded, the Supplier will be in default without any notice of default being required.
- 5.5 Without prejudice to SAEY's right to claim compensation for any damages suffered, the Supplier will owe an immediately payable penalty of 1% of the value of the Order, capped at 10% of the value of the Order, for each week or part of that week by which the delivery date is exceeded, without any notice of default being required.
- 5.6 Delivery of more or less than the quantity ordered will only be accepted if SAEY and the Supplier expressly agree to this in advance in writing.
- 5.7 The delivery will be completed when the Goods have been received by or on behalf of SAEY and they have been signed for delivery by or on behalf of SAEY. This does not affect the possibility that the delivered Goods may be rejected pursuant to Article 9(3). If SAEY has signed for delivery, the Supplier cannot derive any rights from this other than that the Goods have been received.
- 5.8 Taking into account the importance of on-time deliveries for SAEY's activity as a wholesaler, the Supplier is not authorised to suspend its obligation to deliver if SAEY fails to fulfil any of its obligations.

Article 6. Risk and transfer of ownership

- 6.1 The Goods will be at the Supplier's expense and risk until the delivery, as referred to in Article 5.7, is completed.
- 6.2 Ownership of the Goods will transfer to SAEY as soon as the delivery, as referred to in Article 5.7, is completed.

Article 7. Packaging

- 7.1 The Supplier will pack the Goods at its own expense, with due observance of the requirements laid down by or pursuant to law or in the Agreement and in a manner suitable for the Goods, so that they reach their destination in good condition and without damage.
- 7.2 The Supplier must enclose a packing list for each delivery stating: (i) the full order number; (ii) the item number, quantity and description for each item; and (iii) if indicated, the article number.

- 7.3 On items with a piece weight greater than one thousand (1000) kilograms, the weight must also be clearly stated.

Article 8. Inspection

SAEY is entitled to inspect the Goods, the production process for the Goods and/or the inspection process for the Goods at any time. If SAEY carries out an inspection or test at the Supplier's premises, the Supplier must provide reasonable facilities and cooperation in the interests of the safety and convenience of SAEY's inspection staff. The costs of the inspection are for the Supplier's account, unless it is clear – based on the inspection – that the Goods delivered meet the agreed standards and specifications.

Article 9. Guarantee

- 9.1 The Supplier declares and guarantees towards SAEY that all Goods, to the extent applicable:
- (a) are fit for purpose, new, saleable, of good quality and are free from defects in terms of design, materials, construction and workmanship;
 - (b) correspond strictly to the standards and specifications, including the agreed quantity, approved samples and all other requirements under the Agreement;
 - (c) are free of all security interests and encumbrances;
 - (d) have been designed, manufactured and supplied in compliance with all applicable laws and regulations, the EU General Product Safety Directive (Directive 2001/95/EC) and other government regulations;
 - (e) are supplied with and accompanied by all the information and instructions necessary for proper and safe use; and
 - (f) meet the requirements of the safety and quality standards applied within the industry, as applicable at the time of delivery.
- 9.2 The Supplier declares and guarantees that it will provide SAEY with all information necessary for SAEY to comply with applicable laws and regulations in its use of the Goods.
- 9.3 If, after delivery, in the opinion of SAEY the Goods do not appear to meet the agreed requirements, in particular those referred to in Article 9.1, SAEY will reject the Goods and inform the Supplier of this in writing as soon as possible. SAEY will decide at its own discretion whether the Supplier must repair, replace, compensate or supplement the rejected Goods within a period determined by SAEY immediately on its request until the agreed requirements have been met, without prejudice to SAEY's other rights arising from the breach (including the right to termination and compensation). All costs to be incurred in connection with this article (including those of repair and disassembly) are for the Supplier's account.

- 9.4 To the extent that the Supplier fails to comply with its obligations pursuant to Article 9.3, SAEY is entitled to perform the acts referred to in that article, or to have them performed, at the Supplier's expense and risk. SAEY will inform the Supplier of this.
- 9.5 If the Goods delivered apparently fail to comply with the provisions of the Agreement and the General Purchasing Conditions or any guarantees provided and/or requirements agreed in the Agreement, SAEY will be entitled to exercise the rights referred to in Articles 9.3 and 9.4.
- 9.6 The Supplier guarantees that the Goods will comply with the Agreement and the General Purchasing Conditions for a period of twenty-four (24) months (the '**Guarantee Period**') after delivery has been completed, as referred to in Article 5.7, or after the replacement or supplementation to which the guarantee provisions apply.
- 9.7 The above is without prejudice to the Supplier's obligation to reimburse SAEY for the other costs it incurred out of necessity by or in connection with the Supplier failing to meet the guarantee obligations as referred to in this article, until the Services have been performed in accordance with the agreed requirements or until the defective Goods have been repaired and/or replaced.
- 9.8 This article does not discharge the Supplier from its liability for hidden defects in delivered Goods that become apparent after the Guarantee Period but that were present before the expiry of this Guarantee Period. However, this provision will no longer apply once ten (10) years have lapsed since the expiry of the Guarantee Period.
- 9.9 a. The Supplier declares that it will comply with the requirements laid down in Article 33 of Regulation (EC) No. 1907/2006 on Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). In particular, the Supplier will give information to SAEY about substances of very high concern (SVHC) included in the REACH Candidate List of SVHC, if a substance of this kind is present in the Goods to be supplied by the Supplier at a level exceeding 0.1 percent by weight.
- b. In addition to the provisions in paragraph a of this article, if the Supplier is based in the EU, it must comply with the obligations ex Article 9(1) of Directive 2008/98/EC (the Waste Framework Directive) by notifying ECHA for the SCIP database of Goods (including packaging material) that contain more than 0.1 percent by weight of a substance on the REACH Candidate List. In addition, the Supplier will give SAEY the SCIP notification number so that SAEY and its clients can base their own SCIP notifications on that notification number.

c. The Goods must also comply with the restrictions laid down in REACH Annex XVII and Regulation (EU) 2019/1021 (Persistent Organic Pollutants Regulation).

9.10 The Supplier declares that it complies with the regulations as laid down in Directive 2011/65/EU (Restriction of Hazardous Substances Directive (RoHS)) and that the Goods (including packaging material) do not contain any RoHS restrictions above their limit value. If the concentrations exceed the limit values, the Supplier must declare this in writing to SAEY prior to delivery.

9.11 The Supplier declares that it complies strictly with the obligations as laid down in Regulation (EU) 2017/821 (Conflict Minerals Regulation) and will give SAEY a written statement to that effect immediately on request.

9.12 At SAEY's request, the Supplier will provide a supplier's declaration of preferential origin.

Article 10. Provision of Services

10.1 The Supplier must provide the Services in a professional manner and with due care, using the correct materials and employing suitably qualified employees, auxiliary staff and/or third parties.

10.2 The Supplier may only have the Agreement performed entirely or in part by a third party or third parties with SAEY's express prior written approval. The Supplier is fully liable for the acts and omissions of all third parties that the Supplier contracted in connection with the Services.

10.3 The Supplier may only use materials and resources that are SAEY's property for the performance of the Agreement with SAEY's express prior written permission. These items will only be provided to the Supplier on loan for that purpose. SAEY is entitled to attach conditions to the loan.

10.4 Materials, drawings, models, instructions, specifications and other resources made available by SAEY or purchased or produced by the Supplier on behalf of SAEY will remain SAEY's property or will become SAEY's property at the time of purchase, production or payment.

Article 11. Safety

11.1 When providing the Services on SAEY's premises, the Supplier must in any event comply with the safety regulations and applicable house rules, which expressly include, but are not limited to, SAEY's instructions.

11.2 The Supplier is responsible for ensuring that its employees or other auxiliary staff who perform work under the Supplier's responsibility pursuant to the Agreement ('**Personnel**'), and other persons deployed by the Supplier for the implementation of the Agreement, comply with the safety regulations and house rules applicable at SAEY.

11.3 SAEY is entitled to require proof of identity for the Supplier's Personnel and other persons deployed by the Supplier in the implementation of the Agreement, and is also entitled to inspect and test all materials, equipment and other resources to be used by the Supplier in the implementation of the Agreement.

11.4 The Supplier will ensure that its presence and that of its Personnel and/or other auxiliary staff deployed by the Supplier for the implementation of the Agreement on SAEY's grounds and in its premises do not hinder the undisturbed progress of the work carried out by SAEY and third parties.

11.5 The Supplier will bear the risk and cost of delays in the implementation of the Agreement caused by failure to comply with the obligations referred to in this article.

Article 12. Personnel

12.1 If, during the implementation of the Agreement, it becomes apparent that the Personnel are not performing in the interest of the proper implementation of the Agreement and/or cannot continue with the implementation of the Agreement under the circumstances, SAEY is entitled, in the absence of remedy within a period of 5 working days following notice of default, to have the Supplier replace the person in question immediately on request.

12.2 Replacing Personnel requires a written request or SAEY's express prior written permission. The Supplier will bear any costs associated with this.

12.3 The Supplier guarantees that Personnel are entitled to perform work or provide Services in Belgium and that they will comply correctly and in good time with all obligations. The Supplier indemnifies SAEY against all possible consequences relating to non-compliance with the obligations referred to in this article, expressly including, but not limited to, the imposition of an administrative penalty.

12.4 The Supplier is responsible and liable for fulfilling the obligations under tax and social security legislation that arise from the Agreement. The Supplier indemnifies SAEY against all claims from the Tax and Customs Administration and any third parties in respect of turnover tax, PAYE tax, social security contributions owed by the Supplier or a third party in connection with the implementation of the Agreement.

12.5 During the implementation of the Agreement, the Supplier is not permitted to employ SAEY staff who are involved in the implementation of the Agreement, unless SAEY has given its express prior written permission for this. The Supplier will owe an immediately due and payable fine of €50,000 (i.e. 'fifty thousand euros') for each violation of this article.

Article 13. Duty of confidentiality

13.1 The Supplier will treat as confidential the existence, nature and content of the Agreement, as well as other company information of which it becomes aware in the context of the delivery of Goods and/or Services to SAEY, and of which it may reasonably suspect that it is confidential. It will therefore not disclose this information to any third parties without SAEY's express prior written permission. Confidential information in any event includes, but is not limited to, SAEY's prices, commercial agreements reached between the Parties and company information, in the broadest sense, concerning SAEY and its customers.

13.2 The Supplier is obliged to impose the duty of confidentiality referred to in this article on its employees/subordinates and third parties who out of necessity obtain or are aware of the information referred to in paragraph 1 of this article and is liable for any damage resulting from any breach of this article by them.

13.3 The duty of confidentiality as referred to in this article will not apply if and to the extent that an obligation to disclose the information arises by law, by a court decision or on the instructions of a supervisory body or government authority. If this is the case, the Supplier will consult with SAEY in advance regarding the manner of disclosure and the disclosure will be limited to only that part of the information that the Supplier is required to disclose by law.

13.4 SAEY is entitled to terminate the Agreement with immediate effect in the event of non-compliance with obligations pursuant to this article, without being liable to pay any compensation to the Supplier. In addition, the Supplier will owe an immediately payable penalty of €25,000 (i.e. 'twenty-five thousand euros') for each violation, plus €5,000 (i.e. 'five thousand euros') for each day or part of a day that the violation continues, without prejudice to SAEY's right to claim full compensation from the Supplier.

Article 14. Liability

14.1 Unless otherwise provided by mandatory law, the liability of the Parties is governed exclusively by the provisions on contractual liability.

14.2 SAEY expressly excludes all risk liability and other liability as a result of performance of this Agreement on the part of SAEY for direct loss, indirect loss and consequential loss, trading losses, loss of profits, diminished goodwill, loss due to business interruption, corruption or loss of data and all other kinds of direct and/or indirect loss caused by SAEY, its senior management personnel, its employees and/or third parties engaged by SAEY, unless the loss is the result of intent or grave error on the part of SAEY or its subordinates.

14.3 If the exclusion of liability stated in paragraph 2 of this article is not upheld, SAEY's liability will be limited to a maximum of 1 x the invoice amount of the Agreement (principal sum) (excluding VAT) under which the liability arose, or at any rate to that part of the invoice to which the liability relates. The compensation for loss will in any event not exceed the amount paid out by SAEY's insurer in the relevant case, plus SAEY's policy excess under the applicable insurance policy.

14.4 Except in the event of intent or gross negligence, SAEY is not liable for damage caused by its appointees. The Supplier is not entitled to hold the assistants of SAEY and its affiliated companies (including, in the context of this article, only the directors, employees and other persons active within SAEY and/or a company/companies affiliated with it by means of an independent service agreement) liable on a non-contractual basis for any damage resulting from the non-fulfilment of a contractual obligation by SAEY under the Agreement. The Supplier will include a similar provision in its own agreements with third parties in favour of SAEY as its assistant, failing which the Supplier will indemnify SAEY against all damage resulting from such claims.

14.5 The Supplier is liable for and will indemnify SAEY against and compensate SAEY for all loss suffered by SAEY or third parties as a result of a breach on the part of the Supplier, its personnel or third parties engaged by it in the implementation of the Agreement, including, and therefore not limited to, auxiliary staff and subcontractors, of its obligations under the Agreement, a wrongful act or other legal basis, unless the loss is the result of intent or deliberate recklessness solely on the part of SAEY or its subordinates.

14.6 The Supplier indemnifies SAEY against all financial consequences of claims by third parties that are in any way related to the performance of its obligations arising from the Agreement.

- 14.7 The Supplier will take out adequate insurance, or it will be adequately insured, against the liability referred to in this article and it will allow SAEY to inspect the policy immediately on request. This insurance obligation also extends to resources that are used in any way in the implementation of the Agreement. The aforementioned right of inspection does not discharge the Supplier of its liability in this respect.
- 14.8 This Article 14 is without prejudice to mandatory statutory provisions.

Article 15. Termination

- 15.1 If and to the extent that one party fails to comply at all, on time or properly with any obligation arising from or otherwise related to the Agreement, the other party will have the option of (i) giving this party the opportunity as yet to fulfil its obligations within a period that it sets;
- (ii) suspending the performance of all or part of the Agreement, without prejudice, however, to the other provisions of these General Purchase Conditions;
- (iii) terminating the Agreement entirely or in part, early or otherwise, with due observance of a 30-day notice period, all of which is without the other party being liable to pay any compensation for any loss whatsoever.
- 15.2 SAEY is furthermore entitled to terminate the Agreement with the Supplier with immediate effect, without being obliged to pay any compensation for any loss whatsoever, in the event of:
- (i) (a petition for) bankruptcy of the Supplier;
- (ii) the Supplier is placed under forced administration or an administrator is appointed for the Supplier;
- (iii) the Supplier's business is sold or ceases operations;
- (iv) the Supplier's licences, which are necessary for the implementation of the Agreement, are revoked; or
- (v) a significant part of the Supplier's operating resources are seized.
- (vi.) a change of control on the part of the Supplier within the meaning of Article 1:14 Companies and Associations Code; (vii.) if, in the reasonable opinion of SAEY, the Supplier damages the image, goodwill or business of SAEY.
- 15.3 In the event of Force Majeure on either party's side, the performance of the Agreement will be wholly or partly suspended for the duration of the period of Force Majeure, without the Parties being bound to pay any compensation to the other party for this. At the risk of forfeiture of the right to invoke Force Majeure, the party wishing to invoke Force Majeure must notify the other party in writing without delay, but no later than within five (5) working days after the circumstances in which the Force Majeure arose continue. If the

Force Majeure circumstances last longer than thirty (30) days from the notification referred to in this Article, the other party will be entitled to terminate the Agreement in writing with immediate effect, without this giving rise to any right to compensation.

Article 16. Intellectual Property

- 16.1 The drawings, illustrations and calculations that SAEY gives to the Supplier in connection with the Agreement will remain the property of SAEY or its clients and the Supplier may only use them for the implementation of the Agreement. The relevant documents and information will be returned to SAEY immediately on request once the Agreement has ended.
- 16.2 If intellectual property rights arise in connection with the implementation of the Agreement, the intellectual property rights will be vested in with SAEY. To the extent that the intellectual property rights are vested in the Supplier pursuant to the law, the Supplier will transfer these intellectual property rights to SAEY in advance and the Supplier will, if necessary, cooperate with this transfer and will furthermore grant SAEY power of attorney in advance, enabling SAEY to do everything that is necessary to ensure that the intellectual property rights are vested in SAEY. To the extent permitted by law, the Supplier waives any personality rights vested in the Supplier. To the extent a waiver is not permitted by law, the Supplier grants a free, perpetual, transferable and worldwide licence.
- 16.3 By entering into the Agreement, the Supplier declares that the manufacture, delivery, use and/or repair of the Goods and of all of the components, as well as the application of the associated working methods, do not infringe any third-party industrial and intellectual property rights.
- 16.4 The Supplier indemnifies SAEY against any liability enforced by a third party on the basis of an alleged infringement of third-party industrial and intellectual property rights. If a third party informs SAEY of an alleged breach, SAEY will notify the Supplier thereof without delay.

Article 17. Privacy

If and insofar as personal data is provided as part of the implementation of the Agreement, the Parties will process this data with due care, confidentially and in accordance with the General Data Protection Regulation.

Article 18. Other provisions

- 18.1 MCB's Supplier Code of Conduct (hereinafter referred to as 'SCoC') is an integral part of the Agreement. The Supplier guarantees that it will comply with this SCoC to the fullest extent. The

most recent version of the SCoC can be accessed on www.mcb.eu. The Supplier may also obtain a copy on simple request to SAEY. SAEY reserves the right to amend the SCoC unilaterally if it deems it necessary. If the SCoC is amended, SAEY will inform the Supplier accordingly.

- 18.2 The Supplier will not transfer or outsource – either entirely or in part – its rights and obligations arising from the Agreement to third parties without SAEY’s prior written permission.
- 18.3 SAEY is entitled to unilaterally amend and/or supplement these General Purchasing Conditions. The amended version of these General Purchasing Conditions will automatically apply to the next Order.
- 18.4 If any of the provisions of these General Purchasing Conditions are void or voidable, the Parties will reach new agreements to replace the provision(s) in question, which (from an economic point of view) will be as far as possible in accordance with the purport of the void provision. The other provisions of the General Purchasing Conditions will remain in full force.
- 18.5 The Supplier’s rights of claims against SAEY will expire at the latest after a period of one (1) year after they have arisen unless a mandatory and legally determined time limit applies.

Article 19. Applicable law and competent court

- 19.1 All requests, Quotations, offers, Orders, order confirmations, assignments, assignment confirmations, Agreements and other legal acts for the supply of Goods and/or Services to which these General Purchasing Conditions apply are governed by the laws of Belgium. Foreign laws and treaties, such as the applicability of the United Nations Convention on Agreements for the International Sale of Goods (*Vienna Sales Convention*), are expressly excluded, as are any existing or future international regulation concerning the purchase of movable tangible property whose effect may be excluded by the Parties.
- 19.2 All disputes that may arise between SAEY and the Supplier as a result of the Quotation, Order, Agreement or further agreements resulting from this, or all other legal and other acts to which the General Purchasing Conditions apply, will be submitted exclusively to the commercial court in of Antwerp, Antwerp section. If and to the extent that the Supplier does not have its registered office, management board or principal place of business in the territory of a Member State as provided for in Regulation (EU) No 1215/2012 (*Brussels I Regulation*), and is therefore not domiciled there pursuant to the Brussels I Regulation, disputes will be settled exclusively in accordance with the Arbitration Rules of the Belgian Centre for Arbitration and Mediation

(CEPANI). Proceedings will be conducted in English. The place of arbitration will be Antwerp, Belgium.