

1. Applications of Terms

These Terms and Conditions ("T&Cs") apply to all Purchase Orders ("POs") issued by Morbern Europe BV ("Buyer") to the supplier ("Supplier"). Acceptance of the PO constitutes acceptance of these T&Cs. Any conflicting or additional terms proposed by Supplier are expressly rejected unless agreed in writing by Buyer.

2. Order Acknowledgment

Supplier shall acknowledge receipt and acceptance of the Purchase Order in writing within **five (5) calendar days** of issuance.

The acknowledgement must confirm:

- Price;
- Quantities;
- Delivery dates;
- Payment terms;
- All other commercial conditions stated in the PO.

If Supplier fails to provide written acknowledgment within five (5) calendar days, the Purchase Order shall be **deemed fully accepted by Supplier** as issued, including all stated terms, pricing, quantities, and delivery commitments.

3. Binding Nature of Accepted Orders

Once a Purchase Order has been accepted (either expressly or by deemed acceptance):

- The Supplier is fully bound to all terms and conditions of the PO.
- No unilateral changes are permitted without prior written agreement from Buyer.

4. Price Stability

Upon acceptance of the Purchase Order:

- Prices are firm and fixed for the duration of the PO.
- Supplier shall not increase prices under any circumstances, including (but not limited to):
 - Raw material fluctuations
 - Energy costs
 - Labor costs
 - Currency fluctuations
 - Logistics or freight changes

Any request for price adjustment must be made **prior to PO acceptance** and is subject to Buyer's written approval.

5. Delivery Obligations

Supplier shall deliver goods:

- In accordance with the delivery dates specified in the PO
- In full compliance with agreed quantities and specifications

Time is of the essence.

Buyer reserves the right to:

- Reject late deliveries
- Cancel all or part of the PO for delay
- Claim damages resulting from late delivery, including production disruption costs

6. Acceptance of Goods

All goods are subject to inspection and acceptance at Buyer's facility.

- Buyer may reject goods that:
 - Do not conform to specifications
 - Are defective or damaged
 - Deviate from agreed quality standards

Rejected goods shall be:

- Replaced at Supplier's expense, or
- Fully refunded

All associated costs (transport, handling, disposal) shall be borne by Supplier.

7. Invoicing and Payment

Supplier shall issue invoices in accordance with PO terms.

- Invoices must reference the PO number
- Payment terms begin upon receipt of compliant invoice and accepted goods

Buyer reserves the right to withhold payment for non-conforming deliveries.

8. Compliance with Laws and Standards

Supplier shall comply with all applicable:

- European Union regulations
- Belgian laws
- Environmental, labor, and safety regulations

Supplier warrants that goods are free from any forced labor, child labor, or unlawful practices in compliance with applicable legislation (e.g. EU due diligence expectations and supply chain regulations).

9. Force Majeure

Neither party shall be liable for failure to perform due to events beyond reasonable control, provided that:

- The affected party notifies the other promptly
- Reasonable mitigation efforts are undertaken

Force majeure does **not** relieve Supplier from agreeing on recovery plans or alternative supply solutions.

10. Termination

Buyer may terminate the PO:

- Immediately for breach of these T&Cs
 - For Supplier insolvency or inability to perform
 - For convenience, with reasonable written notice
- Supplier shall mitigate all costs upon termination.

11. Confidentiality

All information related to the PO is confidential and shall not be disclosed without prior written consent of Buyer.

12. Governing Law and Jurisdiction

These T&Cs and all Purchase Orders shall be governed by the laws of **Belgium**.

Any disputes shall be subject to the exclusive jurisdiction of the competent courts of Belgium.