Any and all purchases by Barco (“Buyer”) from Seller of Goods and Services, as defined hereafter, shall be subject to the terms and conditions set forth below (to the extent such terms and conditions do not conflict with any other applicable contractual provisions between Buyer and Seller). No other terms and conditions of Seller that may be referred to in any document issued by Seller shall apply, even if the same have not been expressly rejected by Buyer.

1. DEFINITIONS - ORDER OF PRECEDENCE – PURCHASE ORDER ACCEPTANCE

1.1 As used herein:

"Purchase Order" shall mean the purchase order document as well as any attachments (including without limitation these Terms and Conditions of Purchase, the specifications, drawings and other documents) and/or amendments thereto issued by Buyer to Seller for the purchase of Goods and/or Services. The Purchase Order includes the only binding conditions upon which the Buyer is prepared to contract with the Seller. Specifications and forecasts are indicative only.

"Goods and Services" shall mean any and all items ordered under the Purchase Order and specified therein.

"Barco" shall mean Barco N.V./S.A., the company identified in the Purchase Order document, as amended.

"Seller" shall mean any and all licensees and permits, certificates, attests and other documents and perform any tests, as required by the applicable laws, standards, codes and regulations. No delay on the part of official authorities in relation to the foregoing shall be considered as a case of force majeure.

"LRC-TE-0015 V2 August 2018" is the date of the Purchase Order.

1.2 In case of conflict between the documents of the Purchase Order, Seller shall inform Buyer of such conflict and the order of precedence in resolving such conflict shall be as follows: (a) the Purchase Order document, as amended, (b) the attachments to the Purchase Order document, as amended and (c) these Terms and Conditions of Purchase.

1.3 Seller’s failure to object or reject Buyer’s Purchase Order within eight (8) days as of the date of the Purchase Order Buyer shall be an unconditional acceptance thereof by Seller. In the event Seller’s order acknowledgement contains exceptions or remarks to the Purchase Order, Buyer may cancel the Purchase Order without incurring any liability.

2. SPECIFICATIONS, DRAWINGS, TECHNICAL DOCUMENTATION AND OTHER ITEMS

The specifications, drawings, technical documentation and other documents as well as any models, molds, dies, tooling, creative work or process and other items supplied or paid for by Buyer under the Purchase Order shall be disclosed to, and be the exclusive property of, Buyer, which will be held by the Seller in confidence, safe custody at Seller’s own risk, and maintained in good condition, and may be used by Seller solely in connection with the manufacture and provision of the Goods and Services. Buyer’s approval of such specifications, drawings, technical documentation and other items shall not relieve Seller of any of Seller’s obligations and responsibilities under the Purchase Order.

3. QUALITY

Without invalidating the Purchase Order, Buyer may at any time request Seller to change the Goods and Services, the scope of supply, the specifications, technical documentation and other documents as well as any models, molds, dies, tooling and other items, to issue additional instructions, to perform additional work or to omit certain Goods and Services or a part thereof and Seller shall promptly comply with any such request. If any change increases or decreases the Price or delivery time, the Price shall be adjusted accordingly and a reasonable adjustment shall be made to the delivery time, provided that Buyer may instruct Seller to proceed with this change without any delay and the matter on adjustment will be dealt with amicably or in accordance with paragraph 22. Any changes by Seller to Goods and Services or to process thereof, changes of key suppliers or manufacturing facility location, need to be notified to Buyer and accepted in writing by Buyer prior to the implementation of such change.

4. LICENSES - COMPLIANCE

4.1 Seller shall, at its cost, obtain any and all licenses and permits, certificates, attests and other documents and perform any tests, as required by the applicable laws, standards, codes and regulations. No delay on the part of official authorities in relation to the foregoing shall be considered as a case of force majeure.

4.2 Seller shall comply with: (i) any applicable laws, standards, codes and regulations (including without limitation technical standards, health and safety codes, environmental regulations (including without limitation related to REACH, ROHS, WEEE, Batteries & accumulators) and import and export control regulations), which apply to the Goods and Services ordered by Buyer; (ii) the latest version of the RBA (Responsible Business Alliance) Code of Conduct (available through http://www.responsiblebusiness.org/standards/code-of-conduct/); (iii) the Seller Product Compliance Requirements, Environmental Requirements and the Substances List, as available through suppliers.barco.com/corporate sustainability.

4.3 Seller shall comply with product safety laws and regulations including without limitation the legislation related to the restrictions on the marketing and use of certain dangerous substances and preparations. Seller shall provide to Buyer up to date information about the health, safety and environmental hazards of the Goods and Services and the safe use, handling and disposal of the Goods and Services, components or any part thereof. Prior to the first delivery of the Goods and Services, this information and, subsequently, any update thereof shall be sent to Buyer “as is” at Buyer's location.

4.4 Seller shall at all times keep, maintain, operate and use Seller’s site, factory, facilities, equipment, tools and Goods supplied under this Purchase Order in accordance with all applicable national, federal, regional or local laws and regulations, including without limitation those related to health, safety, environment, permits and licenses as well as the permits and licenses that may be required.

4.5 If Electrostatic Discharge (“ESD”) sensitive devices are supplied to Buyer, the Seller must have an active ESD program and use proper ESD handling and packaging procedures. Applicable components include circuit boards, electronic assemblies with exposed components or connectors, semi-conductors and any other devices that may require ESD protection. Seller must maintain records of the testing done and training provided.

4.6 Seller shall ensure that, in or out of order, it maintains such site security measures consistent with the requirements of the Customs-Trade Partnership Against Terrorism (“CT-TPA”) program. Certification of membership or documentation that appropriate security measures are being implemented shall be provided to Buyer. Buyer and Buyer’s nominated representative(s) shall, subject to the reasonable business security requirements, have the right to audit Seller’s compliance with these obligations.

4.7 Seller shall provide to Buyer: (i) Up to date information about any related health, safety, environmental hazards of the Goods and/or instructions and warnings and health, safety and environmental hazards of the Goods (or any part thereof); and (ii) the applicable export classification code for strategic items & related regulation (Strategic items can be: military items, ITAR, dual use items, EAR, SCOMIT or other national regulations) and the country of origin for each contract item.

5. COUNTERFEIT WORK

5.1 For purposes of this clause, Work consists of those parts delivered under the Purchase Order that are the lowest cost of identifiably similar items. “Counterfeit Work” means: (i) Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method; (ii) Work that has reached a design life limit; (iii) Work that has been damaged beyond possible repair, but is altered and misrepresented as acceptable; (iv) Previously used parts pulled or reclaimed as “new”; (v) Work that is or contains (a) parts/organisms which are or were the subject of an interdiction, limitation, or substitute of an original part; or (vi) Work that is falsely represented or with the intent to mislead (including but not limited to date code, lot code, reliability level, part number, etc.).

5.2 The Seller shall establish and maintain a counterfeit prevention program using AS5553 or equivalent as a guidance for electrical, electronic or electromechanical parts (“EEE”) to ensure that Buyer receives genuine, non-counterfeit Goods and Services. The counterfeit program shall, at a minimum, include and/or to test the Goods and Services at any and all stages of the production and/or performance process and/or to review compliance with legal requirements, all licenses and permits, certificates, attestation and other documents, specified in the Purchase Order or in the absence thereof as generally required for the type of Goods and Services. Seller, at its expense, shall make available to Buyer its or its nominee all tools, instruments, facilities, services and labor for conducting such inspection and/or tests.

5.3 Any inspection and/or testing of the Goods and Services, the work related thereto, and/or any models, molds, dies, tooling and other items related thereto and the inspection of licenses and other documents, related to the Goods and Services shall constitute nor be deemed to constitute final acceptance in part or in whole of the Goods and Services or any part thereof, nor shall it relieve Seller from any of Seller’s responsibilities under the Purchase Order.

6. PACKING AND MARKING

6.1 Seller shall, in accordance with the provisions of Buyer, adequately protect, pack and mark the Goods for transportation to their final destination and/or for prolonged storage and, in the absence thereof, at least in conditions consistent with generally accepted practice for the type of Goods in question and in accordance with mandatory legislation. Each package shall be numbered and labeled with Buyer’s Purchase Order number, article number and any other marks specified in the Purchase Order. An itemized list of the contents shall be attached in a waterproof covering on each of the packages. All costs for such protection, packing and marking shall be deemed included in the Price.

BARCO

TERMS AND CONDITIONS OF PURCHASE

August 2018
11. **Acceptance - Delivery Time and Terms – Certificates**

11.1 Any acceptance of the Goods and Services shall be subject to the successful completion of the acceptance procedures and tests specified in the Purchase Order. Buyer’s failure to object or reject the Goods and/or Services within twenty (20) days from the delivery for any visual and transport damage shall constitute an unconditional acceptance thereof by Buyer. Acceptance of the Goods and Services shall not relieve Seller from any of its responsibilities under the Purchase Order, including without limitation Seller’s responsibility to meet the Warranties set forth in paragraph 11. Quantities of the Contract Items shipped in excess of the quantities specified in the Purchase Order may be returned at Supplier’s expense.

12. **Price - Terms of Payment – Taxes and Duties**

12.1 The Price is valid for delivery of the Goods and Services EXW named place (Incoterms 2010) - unless specified differently. Seller will be liable for all taxes and/or duties levied until the return of the Goods and/or Services with refund of the Price paid, (iii) refusal to accept any further deliveries of Goods and Services and (iv) carry out any work necessary to cause the Goods to conform in all respects to the applicable laws and regulations.

13. **Force Majeure**

13.1 If in the opinion of Seller the circumstances or events above, or if the defective Goods and Services require urgent remedial action, Buyer may in addition to its claim for damages, at its sole discretion, after notifying Seller of its intent in writing, (i) refuse to accept the Goods and Services, (ii) request the return of the Goods and Services or any part thereof sold hereunder shall pass to Buyer as from the moment the Goods and Services have been delivered in accordance with the terms set forth in paragraph 10.1 below.

14. **Warranty**

14.1 Seller hereby warrants that (i) the Goods and Services shall be new and conform to the specifications, drawings and provisions of the technical documentation, reference sample and models agreed upon in the Purchase Order; (ii) all Goods and/or Services delivered by Seller to Buyer shall be free from defects in design, material and workmanship; and (iii) the operation of the Goods and Services shall be uninterrupted and/or error-free and (iv) that the Goods and Services shall conform in all respects to the applicable laws and regulations on the occasion of delivery of the Goods and (v) that Seller’s organization providing Goods, Services and processes related to the design, development, manufacturing, delivery of the Goods is ISO9001 certified or certified by another quality system as approved by Buyer (the “Warranties”). Such implies that in the event Seller intends to ship Goods with deficiencies, it shall promptly inform Buyer thereof in writing and needs to obtain Buyer’s prior written approval for shipment and delivery of such Goods to Buyer by using the Request for Deviation Approval Form of Buyer and the concession number of Buyer for labeling of the concerned Goods.

15. **Force Majeure**

15.1 Seller shall adhere to any applicable data protection law and shall implement appropriate technical, physical and organizational security measures to protect Personal Data against loss and expenses over and above those provided in the Purchase Order incurring by Seller by reason of any such delay. In the event the force majeure event lasts for a period exceeding twenty-one (21) consecutive days, Buyer shall have the right to cancel the Purchase Order without incurring any liability.

16. **Security**

16.1 Except as otherwise agreed to in writing by Buyer, Seller shall keep confidential and use any and all information, know-how and data, whether technical or non-technical, which is in any way hereofore or hereafter disclosed to Buyer by or on behalf of Buyer or otherwise obtained by Seller in the course of, as a result of, or in connection with the Purchase Order, whether or not specifically marked “confidential”, only for the purpose of performing Seller’s obligations under the Purchase Order. Seller shall prevent unauthorized disclosure to and unauthorized use by others of Buyer’s information, except to Seller’s employees and subcontractors on a need to know basis to properly execute the Purchase Order and who are first obligated in writing at least to the same extent as Seller is obligated hereunder. Except as otherwise agreed to in writing by Buyer, Seller shall not be obligated to keep any information of Seller confidential or be required to use the same.

17. **Data Protection**

17.1 Seller shall accept all applicable data protection law and shall implement appropriate technical, physical and organisational security measures to protect Personal Data against loss and unlawful processing. Seller shall keep Personal Data confidential and shall not disclose Personal Data in any way to any third party without the prior written approval of Buyer, except where Processed is disclosed to a competent public authority to comply with a legal obligation or as required for audit purposes.

In its capacity as data processor, Seller shall and shall procure that its employees only process Personal Data: (i) in accordance with Buyer’s instructions; or (ii) where required by applicable data protection law. In the event of a Personal Data Breach, Seller shall promptly (i) take adequate remedial measures, (ii) provide Buyer with all relevant information and (iii) fully cooperate with Buyer in any investigation or other remedial measure to reduce, prevent or otherwise limit the risks posed by such disclosure to the Personal Data to any party outside the European Economic Area without the prior written approval of Rafael Buyer and Buyer’s nominated representative(s) shall, subject to the reasonable business security requirements, have the right to audit Seller’s compliance with the obligations under this article 15.2.

18. **All other formalities**

18.1 All Personal Data shall be immediately returned to Buyer and/or deleted upon Buyer’s first request after the termination of the agreement.
physiological, genetic, mental, economic, cultural or social identity of that natural person. “Personal Data Breach” shall mean a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data, stored or otherwise processed. “Non-Adequate Country” shall mean a country that is deemed not to provide an adequate level of protection of Personal Data within the meaning of the general data protection regulation 2016/679 of the European Parliament on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

16. PATENTS, TRADEMARKS AND COPYRIGHTS

Seller shall hold harmless and indemnify Buyer from and against any and all damages, losses and expenses arising from infringement or alleged infringement of any patent, trademark or copyright of such third party by the Goods and Services, a component or any part thereof and/or arising from the use by Buyer or Buyer’s customer of the Goods and Services and shall defend and settle at Seller’s sole expense any claim, action, suit or proceeding brought by or against Buyer, provided that Seller is notified promptly in writing of the commencement of such suit or proceeding and provided further that Buyer shall not settle or compromise such suit or proceeding without the prior written consent of Seller. The provisions of this paragraph 16, however, shall not apply to infringement caused by specifications furnished by Buyer. In case of infringement or alleged infringement, Buyer may at its sole discretion and at the sole cost of the Seller, order the Seller to modify the Goods and Services in such a way that the Goods and Services shall not infringe upon or misappropriate the rights of the third party, or (ii) obtain for Buyer a license or other right to use the Goods and Services or (iii) replace the Goods and Services in question with non-infringing or not allegedly infringing Goods and Services.

17. INSURANCE

Seller shall maintain with reputable underwriters a comprehensive liability insurance policy, including third party, contractual and product liability coverage, and shall upon request provide the Buyer with a certificate of insurance. The Seller shall maintain the coverage for a minimum amount of Two Millions euro or USD (€2,000,000) per any one occurrence.

18. TERMINATION FOR CONVENIENCE

Buyer, at its sole discretion, may at any time terminate the Purchase Order in whole or in part by giving written notice to Seller and Buyer and Seller shall negotiate an equitable amount to be paid by Buyer to Seller to compensate Seller for the demonstrable and reasonable actual cost incurred by Seller as a result of Buyer’s termination. If applicable, such may result in reimbursement by Seller in case of prepayment by the Buyer.

19. TERMINATION FOR DEFAULT

19.1 In the event that (i) a petition in bankruptcy is filed by or against Seller, or (ii) Seller is declared bankrupt, or (iii) Seller becomes insolvent or Seller’s credit becomes impaired in the reasonable opinion of Buyer, or (iv) proceedings are initiated by or against Seller seeking appointment of a receiver, reorganization, liquidation, dissolution, debt rearrangement or any other similar relief, Seller shall promptly after the occurrence of any such event notify Buyer thereof and Buyer, at Buyer’s discretion, may either request the performance of the Purchase Order or terminate the Purchase Order. In the latter case, the Purchase Order shall automatically and without summons or notice period be terminated with immediate effect as a result of Buyer having expressed Buyer’s will to do so by registered letter.

19.2 If Seller fails to perform or fulfill at the time and/or in the manner provided in the Purchase Order, any obligation or condition required to be performed or fulfilled by Seller under the Purchase Order and if Seller fails to remedy any such failure within fifteen (15) days after written notice thereof from Buyer, Buyer may cancel the Purchase Order in question or any part thereof by giving written notice of termination to Seller within any reasonable period thereafter.

19.3 Upon termination of the Purchase Order in accordance with the above provisions and notwithstanding any dispute between Buyer and Seller with regard to Seller’s default, Seller shall at no cost to Buyer: (a) immediately discontinue all work relating to the Purchase Order or to the part thereof terminated, and shall at Buyer’s option either cancel or assign to Buyer all outstanding orders for materials and/or work, (b) promptly deliver to Buyer all specifications, drawings, technical documentation, models, molds, dies, tooling and the licenses and permits, certificates, attestations and other documents related to the Goods and Services, (c) disclose and make available to Buyer all improvements to all of Seller’s improvements to the Goods and Services and the specifications, drawings, technical documentation, models, molds, dies, tooling related thereto (the “Improvements”); (d) promptly deliver to Buyer any equipment, material, specifications, drawings, technical documentation, models, molds, dies, tooling which were supplied or paid for by Buyer and are in Seller’s or Seller’s subcontractors’ possession; (e) promptly deliver to Buyer the inventories of finished and work-in-process Goods located at Seller’s or Seller’s subcontractor’s premises; (f) grant Buyer the unlimited, worldwide, royalty-free and non-exclusive right to use and practice Seller’s specifications, drawings, technical documentation, models, molds, dies, tooling and the licenses and permits, certificates, attestations and other documents related to the Goods and Services and the Improvements to complete the work-in-process Goods and to produce Buyer’s requirements of the Goods; and (g) refund to Buyer any and all advance payments made by Buyer provided such payment is not covered by supplies of Goods and Services prior to termination.

19.4 Upon the termination or expiration of a Purchase Order in accordance with the terms thereof, Seller shall not be entitled to any indemnification, compensation or other payment solely by reason of or in connection with such expiration or termination and Seller expressly waives all rights and remedies in such respect either in law or in equity. Seller shall furthermore indemnify Buyer against all claims, liabilities, losses, damages and expenses of every character whatsoever incurred by Buyer as a result of Seller’s default.

20. REMEDIES

The rights and remedies of Buyer (including indemnifications payable by Seller) specified herein and/or in the Purchase Order are in addition to and shall not be exclusive of or prejudicial to any other rights or remedies of Buyer at law or in equity. No failure or delay on the part of Buyer to exercise any such right or remedy shall operate as a waiver thereof or shall be deemed a waiver of any subsequent breach or default of Seller.

21. GENERAL PROVISIONS

If any provision of these Terms and Conditions of Purchase are found to be wholly or partly illegal, invalid, void, voidable or unenforceable, to the extent of such illegality, invalidity, voidness, voidability or unenforceability, such provision shall be deemed severable and the remaining provisions and the remainder of such provision shall continue in full force and effect. Any assignment of a Purchase Order by Seller without the prior written consent of Buyer shall be void. The Purchase Order sets forth the entire agreement between the parties. Any amendment to the Purchase Order and/or waiver of any right or remedy herein provided, shall be effective for any purposes only when made in writing and signed by duly authorized representatives of both parties. The Purchase Order supersedes any prior agreement for delivery of the Goods and Services to Buyer.

22. GOVERNING LAW – DISPUTE RESOLUTION

The Purchase Order shall be governed by and construed in accordance with the law of Buyer’s country or, where applicable, state or province of incorporation without recourse to its conflict of law principles. All disputes arising out of or in connection with the Purchase Order shall be settled by the courts of Buyer’s registered seat without prejudice to the enforcement of any judgment or order thereof in any other jurisdiction. The provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods, (the “Vienna Convention”) shall not apply.

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