

# Supplier Manual Jiffy Packaging NV



## Welcome

Welcome to Jiffy Packaging NV, a proud member of the Abriso-Jiffy Group. With 17 plants across Europe, the Abriso-Jiffy Group stands as one of the largest companies in our industry.

At Jiffy Packaging NV, headquartered in Wellen, Belgium, we specialize in the manufacturing of Polyethylene and Polypropylene Foam products and Air Bubble film for Packaging, Building, and Automotive applications. Our dedicated team of 120 employees is committed to transforming your raw materials into high-quality products.

This manual has been created to inform our current and potential suppliers about the expectations, requirements, and vision of our purchasing department, aiming to foster mutually beneficial and successful collaborations.

At Jiffy Packaging, we believe that strong partnerships are the cornerstone of success. Together, we can achieve exceptional quality, innovation, and efficiency. As you explore this manual, you will gain insights into our standards, requirements, and the shared values that underpin our relationships.

Our commitment to an open-door policy means we are always ready to listen, engage, and collaborate with you. Your inquiries, concerns, and suggestions are invaluable in our quest for continuous improvement and innovation.

Thank you for choosing to be a part of the Jiffy Packaging family. We look forward to a long and prosperous partnership.

## Inhoud

Welcome .....	2
I. Supplier Selection .....	4
A. Selection Criteria .....	4
B. Selection Process.....	4
II. Purchasing conditions .....	5
III. Sustainability, compliance, corporate social responsibility .....	6
A. Compliance.....	6
B. Corporate Social Responsibility.....	6
C. Sustainability .....	8
IV. Supplier quality requirements .....	9
A. Quality requirements .....	9
B. Documentation.....	10
V. Supplier Evaluation .....	11
A. Evaluation Criteria .....	11
B. Evaluation Process.....	11
VI. Purchase procedure .....	13
Annex 1.....	15
Annex 2.....	16
Annex 3.....	18

## I. Supplier Selection

At Jiffy Packaging NV, we are committed to fostering long-term partnerships with our suppliers while continually seeking new vendors to ensure we receive the best service, quality, and pricing available in the market. This approach also guarantees that any potential issues with one supplier can be swiftly resolved by an alternative.

To initiate partnerships with the most suitable suppliers and to ensure mutual benefits, we have established a formal supplier selection procedure with well-defined criteria.

### A. Selection Criteria

1. **Quality:** We prioritize suppliers who consistently provide high-quality materials and services. Our selection process focuses on suppliers' ability to meet our rigorous quality standards and their commitment to continuous improvement.
2. **Compliance and Stability:** As we seek long-term partnerships, we expect our suppliers to adhere to legal and ethical standards and maintain financial stability. Our partners should share our commitment to ethical business practices.
3. **Cost:** We aim to secure the best value for money. Suppliers are evaluated based on their ability to offer competitive pricing and favorable payment terms.
4. **Delivery:** Reliable and timely delivery of materials and services is crucial. We assess suppliers based on their track record and ability to meet our delivery requirements.
5. **Certification:** Independent certifications such as ISO, IATF16949, or endorsements from leading industry customers are strong indicators of a supplier's structured and efficient operations.

### B. Selection Process

1. **Identification:** In the initial phase, we identify potential suppliers that align with our requirements and values. This involves comprehensive market research, obtaining recommendations, and soliciting proposals.
2. **Self-Evaluation:** Potential suppliers are invited to conduct a self-evaluation, providing detailed information about their company, capabilities, and alignment with our standards, including legal compliance, ethical practices, and financial stability (refer to Annex 1).
3. **Benchmarking:** This phase involves a thorough assessment of each supplier's qualifications, including an in-depth analysis of their self-evaluation, performance history, and adherence to our criteria. Comparisons with industry benchmarks are also made to ensure suppliers meet or exceed established standards.
4. **Selection:** Based on the benchmarking results, suppliers are selected with a focus on establishing partnerships that meet our requirements and foster mutual benefits and long-term collaboration. In cases where two or more suppliers achieve similar scores, an on-site audit may be conducted to finalize the selection.

## II. Purchasing conditions

Every strong collaboration starts with a clear set of rules and agreements. Therefore we have written our purchasing conditions.

Our purchasing conditions are a set of terms and guidelines that govern the procurement process between our company and our esteemed suppliers. These conditions are meticulously designed to ensure a transparent, fair, and mutually beneficial business relationship.

Outlined below are the key aspects of our purchasing conditions. The complete details are provided in Annex 2.

1. Pricing and payment terms
2. Delivery requirements
3. Compliance and legal obligations
4. Contract duration and termination

Our purchasing conditions serve not merely as a set of rules but as foundation for a collaborative and mutually beneficial partnership. By adhering to these conditions, we aim to foster trust, transparency, and efficiency in our business interactions.

Should you have any questions or require further clarification on any aspect of our purchasing conditions, please do not hesitate to contact our dedicated representative, whose information is available in this manual. We look forward to a successful and prosperous partnership with you

### III. Sustainability, compliance, corporate social responsibility

At Jiffy Packaging NV, the word "Sustain" in our logo signifies more than just a marketing term; it embodies our core values. Sustainability, in its broadest sense, is integral to everyone in our company. Consequently, we emphasize the paramount importance of compliance, corporate social responsibility (CSR), and sustainability in our collaborative endeavors. As a valued supplier, your partnership is crucial in upholding these principles across our operations. This section outlines our expectations and requirements in these fundamental areas, highlighting our shared commitment to ethical business practices and societal well-being.

#### A. Compliance

Compliance is the cornerstone of our operations at Jiffy Packaging NV. By prioritizing compliance, we safeguard the integrity of our products and operations while maintaining trust and accountability within our supply chain. We expect our suppliers to adhere to all local and global legislation.

##### Compliance with employment legislation and ethical employment

Suppliers are required to comply with all applicable laws and regulations in their respective countries regarding minimum wages, benefits, and working hours. During the recruitment process, suppliers must adhere to ethical recruitment guidelines, ensuring fair assessment of candidates without discrimination. Furthermore, suppliers are committed to upholding women's rights, minorities' rights, and actively promoting diversity, equity, and inclusion in all their activities. These examples are illustrative and not exhaustive; suppliers are expected to meet all relevant legal and ethical standards beyond those explicitly mentioned.

##### Compliance with environmental legislations

Suppliers must strictly adhere to all current and future environmental laws, regulations, and rules pertinent to their operations. They must obtain and maintain all necessary authorizations and certifications for their business activities, ensuring that their supplies comply with the prevailing legislation of the countries in which they are manufactured. The examples provided are not limiting, and suppliers must ensure full compliance with all applicable environmental regulations and standards.

#### B. Corporate Social Responsibility

Corporate social responsibility (CSR) at Jiffy Packaging NV embodies our commitment to upholding human rights, ensuring fair working conditions, and practicing ethical business conduct. We expect our suppliers to share this dedication, fostering a workplace culture that prioritizes the well-being of employees and promotes equality and integrity throughout our supply chain.

##### Human rights and working conditions

Suppliers must strictly prohibit child labor, slavery, and forced labor within their supply chains. Additionally, they are dedicated to upholding principles such as freedom of association, promoting diversity, protecting women's rights, respecting indigenous peoples' rights to their natural resources, and ensuring the right to health. It is important to note that these examples are illustrative and not exhaustive; suppliers are expected to adhere to all relevant human rights and labor standards beyond those explicitly mentioned.

##### Business Ethics

Ethical standards are of utmost importance at Jiffy Packaging, encompassing both moral principles and essential professional conduct.

## Supplier Manual Jiffy Packaging NV

### Anti-corruption:

Suppliers are obliged to actively combat all forms of bribery, corruption, extortion, and embezzlement, in strict compliance with relevant laws. Any observed wrongdoing within Jiffy Packaging can be reported anonymously through our whistleblowing platform at <https://app.sygnanet.pl/abriso-jiffy/en> , accessible directly from our website: <https://abrisojiffy.com/>

### Conflicts of interest:

Suppliers must avoid situations where personal or financial interests may conflict with those of Jiffy Packaging, posing a risk of bias or favoritism. Decisions should be made impartially, based on objective criteria, without seeking direct or indirect profit that could compromise our ability to make unbiased business judgments.

### Fair Competition and Anti-trust:

Suppliers must adhere strictly to all relevant antitrust laws, trade practice laws, and other regulations governing fair competition and trade restraints. Suppliers are prohibited from engaging in agreements with competitors or any conduct that could unfairly impact competition, including price fixing, bid rigging, or market allocations.

### Responsible sourcing of materials:

Suppliers must abstain from providing products containing materials linked to human rights abuses, bribery, ethical violations, or environmental harm. Suppliers are expected to undertake thorough due diligence to trace the origin of materials, assess associated risks, and prevent human rights violations.

### Import/Export Control & Economic Sanctions:

Suppliers must ensure that their business practices align with all applicable laws, directives, and regulations regarding the import/export of parts, components, and technical data. They are required to provide accurate information for reporting purposes and obtain necessary import/export licenses or consents. Suppliers must also comply with restrictions on the export/import of goods, software, services, and technology, as well as with economic sanctions involving certain countries, regions, companies, entities, and individuals.

### Privacy & Confidentiality:

Suppliers must comply with all data protection and information security laws, ensuring the protection of privacy, personal data, and business information. These principles must be extended to subcontractors or Tier-N suppliers. Any confidential business information or trade secrets obtained during activities with Jiffy Packaging NV must be kept confidential and not disclosed to third parties.

## C. Sustainability

By aligning with the United Nations Goals, Jiffy Packaging NV commits to uphold and promote the foundational principles of human rights, labor standards, environmental protection, and anti-corruption measures. At Jiffy Packaging, all employees wholeheartedly embrace the 17 United Nations Goals, encompassing human rights, international labor standards, environmental sustainability, and the fight against corruption.

# SUSTAINABLE DEVELOPMENT GOALS

## THE 17 SUSTAINABLE DEVELOPMENT GOALS OF THE UNITED NATIONS

Goal 1: "Eradicate poverty"

Goal 2: "Fight hunger"

Goal 3: "Good health and well-being"

Goal 4: "Access to quality education"

Goal 5: "Gender equality"

Goal 6: "Access to safe water and sanitation"

Goal 7: "Reliable, sustainable and modern energy at an affordable cost"

Goal 8: "Access to decent jobs"

Goal 9: "Build resilient infrastructure, promote sustainable industrialization that benefits all, and foster innovation."

Goal 10: "Reducing inequality"

Goal 11: "Sustainable cities and communities"

Goal 12: "Responsible consumption and production"

Goal 13: "Combating climate change."

Goal 14: "Aquatic life"

Goal 15: "Land life"

Goal 16: "Justice and peace"

Goal 17: "Partnerships for achieving the goals."

More information can be found on the UN-website

<https://sdgs.un.org/goals>



## IV. Supplier quality requirements

At Jiffy Packaging NV we are committed to delivering products and services of the highest quality to our customers. We understand that the key to achieving this standard of excellence lies not only in our internal processes but also in the quality of the components, materials and services provided by our valued suppliers.

The "Supplier Quality Requirements" section of this manual is designed to provide you with a comprehensive understanding of the exacting standards we expect from our suppliers. It serves as a roadmap for ensuring that the products and services you provide meet or exceed our quality expectations.

### A. Quality requirements

There are few mandatory quality requirements we have for suppliers.

#### 1. Contingency plans

- Suppliers are expected to have robust contingency plans in place to address potential disruptions such as:
  - ❖ Key equipment failures
  - ❖ Interruption from externally provided products, processes and services
  - ❖ Recurring natural disasters
  - ❖ Fire
  - ❖ Pandemics
  - ❖ Utility interruptions
  - ❖ Cyber-attacks on information technology systems
  - ❖ Labour shortages
  - ❖ Infrastructure disruptions
- Suppliers must have a clear plan in place to notify us as their customer when they activate these contingency plans
- These plans should be periodically tested
- Training of staff members is mandatory to ensure that everyone in the organization is familiar with the procedures.

#### 2. Traceability

- We mandate a traceability of at least 15 years after the delivery date for all documentation related to the supplied products. This includes the following:
  - ❖ Purchase invoices
  - ❖ Sales invoices
  - ❖ Shipping documents
  - ❖ Certificates of incoming goods
  - ❖ Test results
  - ❖ Machine settings
  - ❖ Workorders
  - ❖ Production date
  - ❖ Batch numbers

#### 3. Carbon footprint

- Suppliers must provide a product-level carbon footprint upon our request, aligning with our environmental sustainability goals

#### 4. Audits

- We reserve the right to conduct on-site audits, either directly or through appointed third parties, at no cost to Jiffy Packaging. This to ensure compliance with our quality standards and processes.

5. Certificate of conformity

- For every delivery, suppliers must furnish a certificate of conformity that includes batch numbers, affirming that the products meet specified requirements.
- This must be sent to [wellen\\_delivery@abrisojiffy.com](mailto:wellen_delivery@abrisojiffy.com)

## B. Documentation

Prior to the initial delivery we require suppliers to submit comprehensive documentation including:

1. Technical data sheet

- This should contain the following information (if applicable):
  - ❖ Product name and description
  - ❖ Composition/materials
  - ❖ Dimension and size
  - ❖ Technical specifications
  - ❖ Performance data
  - ❖ Shelf life

2. Safety data sheet

- Containing the follow information
  - ❖ Hazards identification
  - ❖ Composition and information on ingredients
  - ❖ Physical and chemical properties
  - ❖ First aid measures
  - ❖ Fire-fighting measures
  - ❖ Accidental release measures
  - ❖ Handling and storage
  - ❖ Expose controls - personal protection
  - ❖ Stability and reactivity
  - ❖ Environmental impact
  - ❖ Elimination/disposal/recycling
  - ❖ Transport information
  - ❖ Regulatory information

3. Sales specification

- This should show the range for the technical characteristics instead of nominal values.

4. Component declarations

- We need a REACH declaration for every product you deliver with us. On demand you also need to provide TSCA, IESCS and California proposition 65 declarations.

**It is imperative that any changes to these documents are promptly communicated to us for immediate review and alignment. This ensures transparency and upholds the integrity of our supply chain processes.**

At Jiffy Packaging NV, we value our partnerships with suppliers who share our dedication to quality, reliability, and sustainability. Together, we uphold the highest standards to deliver exceptional products and services to our customers worldwide.

## V. Supplier Evaluation

At Jiffy Packaging NV, we uphold stringent standards for our suppliers, recognizing that the strength of these partnerships directly influences the quality of our products and services. Central to our commitment to excellence and transparency is the Supplier Evaluation section of our operational manual.

Our objective extends beyond mere oversight; we actively seek to foster collaborative relationships that drive mutual growth and improvement. Through structured evaluations and open dialogue, we identify opportunities to optimize operations and overcome challenges together.

Within this section, you will discover a detailed outline of our evaluation process, featuring key performance indicators (KPIs) that guide our assessment criteria. This structured approach serves as a cornerstone in maintaining and elevating operational efficiency and quality across our supply chain, benefiting both Jiffy Packaging NV and our valued suppliers.

### A. Evaluation Criteria

The criteria outlined below are pivotal in our evaluation process. Your performance will be assessed on a scale where you can earn 10, 7, 4, or 0 points for each criterion. The evaluation will consider both the total number of lines delivered and the total number of deliveries completed.

1. Quality: Evaluation based on four KPI's.
  - First KPI is the amount of Quality issues we had during the previous year.
  - How many times an issue re-occurs
  - How fast our complaint is solved
  - If you have ISO9001, ISO14001 or IATF16949. 1 additional point can be gained if you would also have ISO45001 or ISO26000.

*(note: second and third criteria will only apply if quality issues were reported in the previous year.)*
2. Logistics: Comprising 2 parameters.
  - Difference in quantity we ordered and qty we received. As per our industry standard we allow a difference of 10% in both ways.
  - OTIF. On Time In Full: If you deliver too late or too early we deduct points. We take the date your original confirmed as a base.
3. Commercial: You will be evaluated based on 3 aspects.
  - Order confirmations: Adherence to sending order confirmations within three working days.
  - Invoice-errors: Frequency of errors related to pricing, payment terms, or purchase order references.
  - Communication: Responsiveness and proactivity in communication.

An example of a supplier evaluation form can be found as annex 3.

### B. Evaluation Process

Annually, we conduct comprehensive evaluations to ensure suppliers are meeting our standards. Selection of the supplier will be done at random.

1. Data collection and assessment: We gather performance data from various sources including our ERP system, quality management program, and insights gathered from internal stakeholders.
2. Rating and scoring: Suppliers are scored according to the criteria outlined in Section A, assessing their performance over the past year.
3. Feedback and communication: Upon completion of evaluations, suppliers receive feedback on their scores. Should any scores fall short of expectations, we expect a detailed response within 12 working days outlining corrective measures to be taken.
4. Supplier feedback: We encourage suppliers to provide feedback on their experiences and challenges, facilitating continuous improvement and strengthening our partnership.

At Jiffy Packaging NV, we are committed to nurturing collaborative supplier relationships founded on shared values of quality, reliability, and continuous improvement. Through structured evaluation processes, we aim to drive excellence in our supply chain operations, ensuring consistent delivery of superior products and services to our customers.

## VI. Purchase procedure

At Jiffy Packaging NV, our commitment to customer satisfaction is paramount. We strive to accommodate our clients' needs to the fullest extent, which may lead to fluctuations in our production requirements.

Despite our customer-centric approach, we maintain a structured ordering schedule with an advance notice of 8-12 weeks. This lead time is designed to provide our suppliers ample opportunity to plan their production schedules and ensure timely delivery on the agreed-upon dates with minimal disruption.

Typically, our orders span approximately three months of production. This duration strikes a balance that supports efficient inventory management for both parties, promoting smoother operations throughout our supply chain.

Moreover, when placing multiple orders for delivery within the same period, we try to consolidate deliveries to optimize transportation logistics for our suppliers, further enhancing efficiency and cost-effectiveness.

At Jiffy Packaging NV, our goal is to foster partnerships built on reliability and mutual benefit, ensuring that together, we meet and exceed the expectations of our customers with precision and consistency.

To ensure operational efficiency and seamless collaboration with our suppliers, we adhere to a structured purchasing process:

1. Identification of the needs
  - Using our MRP system weekly to determine raw material requirements.
2. RFQ
  - Sending out RFQs to suppliers for price and lead time. If you provide a price list, we will use those prices along with standard lead times. Any uncertainties prompt us to confirm current lead times directly.
3. Quotation comparison
  - Evaluating received quotations based on price competitiveness, lead times, and alignment with our quality standards.
4. Purchase order
  - Upon selecting a supplier, generating a PO within our system. This PO is transmitted electronically through our ERP.
5. Order confirmation
  - Requiring suppliers to send an order confirmation to [wellen\\_purchasing@abrisojiffy.com](mailto:wellen_purchasing@abrisojiffy.com) within 3 working days. The confirmation should include:
    - ❖ PO-number
    - ❖ Your sales order number
    - ❖ Price
    - ❖ Quantity
    - ❖ Delivery date
  - Notification is expected promptly if any deviations from the confirmed delivery date occur.
6. Monitoring and tracking
  - Vigilantly tracking open orders to ensure timely and accurate delivery.

## 7. Receipt and inspection

- Upon delivery, we require:
  - ❖ A delivery note specifying our PO number, item numbers, and delivered quantities.
  - ❖ A certificate of conformity affirming compliance with our quality standards.

These documents should be sent to [wellen\\_delivery@abrisojiffy.com](mailto:wellen_delivery@abrisojiffy.com) at least one day before delivery.

## 8. Invoice

- Invoices must be sent exclusively to [wellen\\_finance@abrisojiffy.com](mailto:wellen_finance@abrisojiffy.com) and include all legally required details. Incomplete invoices will be rejected. Essential details include:
  - ❖ Type of document (invoice, credit note)
  - ❖ Invoice date
  - ❖ Invoice number
  - ❖ Identification of the company
    - VAT-number
    - Name
    - Address
    - Bank
  - ❖ Description and quantity of the delivered goods
  - ❖ PO-number
  - ❖ Delivery date
  - ❖ VAT tariff
  - ❖ Price (excl VAT, VAT and incl. VAT)

At Jiffy Packaging NV, we uphold rigorous procurement standards to ensure efficiency, reliability, and compliance throughout our supply chain. By maintaining clear communication and adherence to these procedures, we optimize our operations and strengthen partnerships with our valued suppliers



## Annex 2

### JIFFY PACKAGING NV PURCHASING CONDITIONS

Hereinafter, “Buyer” means NV JIFFY PACKAGING (with registered office at Bodemstraat 11, 3830 Wellen and registered in the Crossroads Bank for Enterprises under number 0404.798.222) which purchases goods and/or services by means of a PO (purchase order). “Seller” means the supplier who receives an order. The term “goods” used hereinafter shall also refer to services, where applicable.

ARTICLE 1 The Seller is deemed to know and accept the Buyer’s Purchasing Conditions as described below. Acceptance of the order constitutes full acceptance of the Purchasing Conditions, regardless of any selling conditions that the Seller may specify on its own documents. In any case, the Buyer explicitly rejects the general and/or selling conditions of the Seller. Deviations from these Purchasing Conditions may only be made with the specific and written consent of the Buyer.

These Purchasing Conditions and any specific conditions that are stated in the PO or otherwise agreed in writing between the parties form the entire agreement between the parties and supersede and take precedence over all prior written or verbal declarations, agreements or understandings between the parties regarding the same subject.

ARTICLE 2 Any order placed by the Buyer must be confirmed or refused within 3 working days from the date of dispatch of the PO. In the absence of an explicit confirmation or refusal of the order within the aforementioned period, the order shall be deemed to have been tacitly and fully accepted by the Seller. The acceptance relates to the price, quantities, delivery period and payment terms. The Buyer is only bound by orders confirmed in writing. Verbal agreements and/or confirmations by staff members and/or representatives of the Buyer do not bind the Buyer, unless it has confirmed them in writing.

ARTICLE 3 The delivery periods are binding and essential. In the event of late delivery, the Buyer can dissolve the agreement and/or claim compensation. Cases of force majeure can only be invoked as a reason for late delivery if they have been notified to the Buyer in writing in a timely manner, i.e. at least 48 hours before the predetermined delivery date. Among other things: irregular supply and internal organizational problems (this list is not exhaustive and merely by way of example) cannot be regarded as forms of force majeure.

In the event of unavailability of a good, the Seller shall notify the Buyer in writing. The Buyer thereby has the choice of ordering another good or receiving a refund of the amounts already paid by it. The Seller shall in each case compensate the Buyer for any real damage suffered.

ARTICLE 4 All shipments must be accompanied by a packing slip containing at least the following information: - the references from the Buyer’s order form; - the contents of the shipment; - the quantity of items. The Buyer reserves the right to refuse shipments that are not accompanied by a packing slip containing the information listed above and to return them to the Seller at the risk and expense of the Seller. The invoice must also contain the same information, failing which it shall not be considered legally valid between the parties and shall consequently be returned to the Seller by the Buyer.

ARTICLE 5 The goods travel under the responsibility and risk of the Seller. The goods are received by the Buyer and accepted at the Buyer’s warehouses. Only then shall the responsibility and risk pass to the Buyer.

ARTICLE 6 All goods must be packed in a stable and secure manner. The packaging must also include a label displaying the PO and article number of the Buyer. Upon receipt at the warehouse, the Buyer shall check whether the goods are properly and correctly packaged and shall also identify the delivered goods and check the quantity on the basis of the label that appears on this packaging. The Buyer undertakes to notify the Seller in writing of any comments in this regard at the latest within 10 days of receipt, such that after the expiry of this period the delivery can be considered accepted to



that extent. In the event of visible defects or in the event of non-conformity, the Buyer may, depending on the situation, exchange the defective goods and/or claim compensation. Exchanges can only be accepted by the Buyer if its customer can still consider the delivery to be on time. In the event of an exchange, all costs associated with the return of the defective goods as well as with the sending of the replacement goods shall be borne by the Seller. The Seller shall in each case compensate the Buyer for any real damage suffered.

ARTICLE 7 The Seller must indemnify the Buyer against any hidden defect of the goods purchased. The Buyer undertakes to notify the Seller of the presence of such a defect in writing and at the latest within 30 days after becoming aware of it. The Seller is presumed to have been aware of the defect in the goods sold by it and is obliged to compensate the full damage that the Buyer would suffer as a result of the hidden defect. The Seller is also obliged to indemnify and/or compensate the Buyer in the event of a claim by a third party.

ARTICLE 8 Irrespective of the obligations contained in articles 5 and 6 above, the Seller shall be liable to the Buyer in the event of damage resulting from the use of the goods by the Buyer if the goods purchased do not meet the current state of the art in this respect. When processing the good into an ensemble of goods, the Buyer shall provide information to its customers regarding this composite good, but not concerning the properties of the Seller's product, for which the Seller remains responsible at all times. The Seller shall fully inform the Buyer of the technical and functional specifications specific to the goods sold. The Seller must inquire in advance whether the goods offered are suitable for the ultimate intended use in the Buyer's processing operation, of which the Buyer shall inform the Seller prior to the order. The Seller therefore bears all responsibility if any damage should nevertheless arise from this and shall indemnify and/or compensate the Buyer in the event of a claim by a third party.

ARTICLE 9 Unless otherwise agreed in advance, the delivered goods shall be paid for within 10 days after deduction of a discount of 2% or no later than 60 days after the invoice date. The invoice may only be sent after the goods have been dispatched or the services have been provided.

ARTICLE 10 Parties have the right to terminate the agreement in writing without prior judicial intervention and without compensation in the event of: (1) a material breach of contract; (2) failure to settle compensation of which the amount has been established by agreement or by ruling, after a futile notice of default; (3) risk of insolvency of one of the parties. Material breach of contract on the part of the Seller includes, but is not limited to, non-compliance with the delivery periods despite notice of default by the Buyer.

ARTICLE 11 These Purchasing Conditions and PO are exclusively subject to Belgian law. However, the application of the provisions of the Convention dated 11 April 1980 on the right to the international purchase and sale of movable tangible property is explicitly excluded. In the event of a dispute, only the Belgian Courts and more specifically the Courts of the judicial district of Hasselt are competent. If one or more of the articles of these Purchasing Conditions should prove to be void, invalid or unenforceable, the other articles shall remain in full force and effect.

ARTICLE 12 These Purchasing Conditions are available in Dutch and English. The Seller is satisfied with the text it has now received. Upon first request, the text may be sent in one of the other languages mentioned above. In the event of any discrepancy between the two versions, the Dutch Purchasing Conditions shall take precedence over the English Purchasing Conditions.

ARTICLE 13 The Buyer reserves the right to change these Purchasing Conditions at any time. In the event of amendment during the execution of the order, the Buyer shall notify the Seller of the amended text. In the absence of written objection within 14 days after notification of the amended text, the Seller shall be deemed to have agreed to the amended text and this amended text shall bind the Seller for the current order.

### Annex 3.

SUPPLIERS EVALUATION		SUPPLIERS EVALUATION - score	
<b>NAME SUPPLIER</b>	<b>Yearly turnover (Eu</b>	<b>A. Quality performance</b>	
<b>DATE EVALUATION</b>	<b>Total Lines delivered</b> <b>Total deliveries made</b>	1. Number of complaints Per 100 lines delivered:	- complaints ≤ 1 10 points - complaints > 1 ≤ 5 7 points - complaints > 5 ≤ 3 4 points - complaints > 10 0 points
<b>A. Quality performance</b>	0 0	2. Settlement of complaints - as regard content	- number of repeat complaints ≤ 1 10 points - number of repeat complaints > 1 - ≤ 3 7 points - number of repeat complaints > 3 - ≤ 5 4 points - number of repeat complaints > 5 0 points
1. Number of complaints	points	3. Settlement of complaints - as regard speed	- on average ≤ 7 working days 10 points - on average > 7 - ≤ 12 working days 7 points - on average > 12 - ≤ 17 working days 4 points - on average > 17 calendar days 0 points
2. Settlement of complaints - as regard content	points	4. Certification: Which certificates does the supplier have.	- IATF + ISO14001 10 points - ISO9001 + ISO14001 7 points - ISO9001 4 points - None 0 points
3. Settlement of complaints - as regard speed	points	An extra point is rewarded if the company has one of the following certificates, - ISO26000 - ISO45001	
In case of no complaints 2 and 3 will not be taken into account		<b>B. Logistical performance</b>	0 20
4. Certification	points	5. Delivery errors - difference between amount delivered and amount ordered is more than 10%	Per 100 deliveries made: - error ≤ 1 10 points - error > 1 - ≤ 3 7 points - error > 3 - ≤ 5 4 points - error > 5 0 points
<b>B. Logistical performance</b>	0 20	6. OTIF - How many deliveries were not On Time In Full	Per 100 deliveries made: - error ≤ 1 10 points - error > 1 - ≤ 3 7 points - error > 3 - ≤ 5 4 points - error > 5 0 points
5. Delivery errors	points	<b>C. Commercial performance</b>	0 30
6. On Time - In Full	points	7. Order confirmations: amount of confirmations sent after 3 working days	Per 100 orders made: - error ≤ 1 10 points - error > 1 - ≤ 3 7 points - error > 3 - ≤ 5 4 points - error > 5 0 points
<b>C. Commercial performance</b>	0 30	8. Incorrect invoices: how many incorrect invoices have been sent	Per 100 invoices sent - error ≤ 1 10 points - error > 1 - ≤ 3 7 points - error > 3 - ≤ 5 4 points - error > 5 0 points
7. Order confirmations	points	9. Communication: Supplier replies quick and clear on questions and is pro-active in case of issues	- Communication is a reference for other suppliers 10 points - Communication is good but could be improved 7 points - Communication is ok but should be improved 4 points - Communication is regularly below the expectation level 0 points
8. Invoicing	points	<b>FINAL SCORE</b>	****
9. Communication	points	<b>TOTAL SCORE</b>	
<b>A. Quality performance</b>	#####	<b>Over 90%</b>	Supplier may be seen as a reference for similar companies.
<b>B. Logistical performance</b>	0,00%	<b>Between 60% and 90%</b>	Supplier adequately fulfills the expectation level.
<b>C. Commercial performance</b>	0,00%	<b>Between 30% and 60%</b>	Supplier scores below average. Improvement on short terms is necessary on those performances with a scoring level of 4 points or less.
		<b>Less than 30%</b>	Supplier does not reach the expectation level. Immediate action is necessary for those performances with a scoring level of less than 4 points.