

- any purpose held out by the Supplier or specified by the Buyer or as may be reasonably inferred from the Contract or dealings between the parties and the Supplier shall hold in custody at its own risk and treat with the highest degree of care and skill accepted within the trade all items or other materials of the Buyer (if any) provided to the Supplier for or in connection with the supply of the Goods; and
- iii. the Goods shall comply with all applicable laws, standards and regulations (and with any collection, quantity or other requirements stated on the Order) concerning the manufacture, packaging, labelling, storage, handling and delivery of the Goods, and with all relevant Health and Safety and Environmental regulations, European and Belgian Standards and with best accepted industry standards
- b. In the case of the Services the Supplier warrants to the Buyer that:
 - i. the Services shall, on completion of their provision to the Buyer, comply with the agreed specification or, if none, with the Supplier's standard specification and with any description or demonstration and shall otherwise be the best of their kind provided in the trade and be to the Buyer's reasonable satisfaction;
 - ii. the Services shall be provided with the highest standards of care, skill and workmanship accepted within the trade and the Supplier shall hold in safe custody at its own risk and treat with the highest degree of care and skill accepted within the trade all items or other materials of the Buyer (if any) provided to the Supplier for or in connection with the provision of the Services;
 - iii. it shall use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - iv. it shall use the best quality goods, materials, standards and techniques, and ensure that the deliverables and all goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;
 - v. the Services shall be provided in accordance with all applicable standards, regulations and/or legal requirements, all relevant European and Belgian Standards, and best accepted industry practices; and
 - vi. in the case of the Services provided on or at premises of the Buyer, the Supplier shall comply with all relevant Buyer policies (including health and safety policies and physical, systems and information security policies) and with the Buyer's site regulations in force from time to time and with other reasonable requests of the Buyer.
 - c. The Supplier warrants that it shall not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Buyer may rely or act on the Services.
 - d. If the Buyer finds that the Goods and/or the Services (or any of them) fail to comply with any of the Supplier's Warranties (however slight the breach) the Buyer may, at its sole discretion and without prejudice to any other rights and/or remedies the Buyer may have under the Contract, by law or otherwise, by giving notice to the Supplier:
 - i. reject any of the Goods or any part thereof (including any or all of the Goods not affected by such failure to comply), and/or require the immediate refund of any monies already paid and/or cancel the Order and for the avoidance of doubt, such right shall still be available to the Buyer even if the Buyer has re-sold or otherwise dealt with the Goods;
 - ii. refuse any further delivery of any Goods or the further provision of any Services (including under another Contract);
 - iii. require the Supplier (free of charge) to make good or replace the Goods or re-perform the Services to the Buyer's satisfaction (in either case within 30 days). Any demand to make good, repair, replace or re-perform shall not prevent the Buyer rejecting the Goods and/or the Services if the Supplier fails to comply or if the making good, repair or re-performance is unsatisfactory. Any replacement Goods or re-performed Services shall comply in all respects with the Supplier's Warranties; and/or
 - iv. (by itself or through arrangements with a third party) make good, modify repair or otherwise correct the Goods or re-perform the Services at the Supplier's cost. The Supplier shall immediately on demand reimburse the Buyer its avuygB WñBT/F2 8.04 Tf1 0 0 1 574.2 520.03 Tm0 g0 G[)JfETQ.000008875 0 595 8.04f(i)-08875

