

# Tender Terms

Version - September 2015

## 1. Request for Proposal conditions

This Request for Proposal (RfP) is not an offer to contract, but represents a definition of specific requirements and an invitation to qualified companies to submit a response addressing such requirements. Issuance of the RfP, participant's preparation and submission of a response and subsequent receipt and evaluation of participant's response by Bekaert does not commit Bekaert to award a contract to you or any other participant, even if all requirements stated in the RfP are met.

Participants should submit offers consistent with the objectives illustrated in next section. However, depending on bids received and participant's relative capabilities, Bekaert may at its sole discretion award regions or even countries within regions separately. Participants must state clearly any provisions of their offers that are contingent on a sole source award. We caution all participants not to overstate their current capabilities.

The successful participant must be able to begin full delivery of services or of products no later than required service start date or product delivery date. If the participants are not capable to commence their proposed service or deliver the proposed products at that date, they must state clearly in their response indicating an alternative. Bekaert also reserves the right to modify these and other RfP requirements and/or to invite additional participants to submit responses and proposals. Only the execution of a written contract will obligate Bekaert in accordance with the terms and conditions contained in such contract. Bekaert is not responsible directly or indirectly for any costs incurred by participants in preparing a response to the RfP or participating in subsequent discussions or meetings with Bekaert regarding this solicitation process.

Bekaert reserves the right to involve independent external parties in the evaluation process of the proposals. This shall be considered as allowed unless explicitly opposed against in writing by participant. Any confidential statements imposed by the participants shall automatically be extended to the selected external party.

Contents, offerings and bids, as supplemented and/or modified by pre-selection presentations may, at Bekaert's sole election, be accepted by Bekaert and become part of the final and binding contract.

Bekaert reserves the right, at any time prior to the signing of any binding agreement in relation to this RfP, without advance notice and at its sole and absolute discretion, to negotiate with one or more potential suppliers, to reject

any potential supplier from further consideration without disclosing the reason for such rejection, to change the RfP procedure or to terminate the RfP process.

## 2. Confidentiality Clause

The fact that participant received this RfP and any information in this document is confidential and may not be shared with other companies and/or with any other individuals, with the exception of those individuals who need to have access to this RfP in order to prepare participant offer.

All participants shall consider and treat all information contained in this RfP as strictly confidential, and any other information or documents made available in connection with this RfP. Participants shall protect and maintain such information or documents in strict confidence not use them for any other purposes, and shall not disclose, or allow them to be disclosed, except for the sole purpose of responding to this RfP.

In the event that disclosure of any information contained in this RfP to employees or authorized agents is necessary for preparing a response to the RfP, such disclosure shall be made only on a need-to-know basis. The participant must make these persons aware of the confidentiality of such information and shall cause such persons to be bound by the terms of this paragraph.

## 3. Contracting Clause

Accepting the present Tender Terms is mandatory for participating to the tender. However, accepting the present Tender Terms does not imply automatic acceptance of the General Purchasing Terms and Conditions of Bekaert.

If and when Bekaert, at the end of this RfP process, will award a part or the complete scope of this RfP to participant company, this will be done under the General Purchasing Terms and Conditions of Bekaert as they can be found in the Annex of this RfP document.

In the event that the General Purchasing Terms and Condition of Bekaert are not acceptable by participant as a supplier to Bekaert, participant must state this clearly in participant's responses of this RfP indicating the objection. In the absence of making any objection, the General Purchasing Terms and Conditions of Bekaert will also be considered as accepted by participant and shall be applicable to all future deliveries or service performance by participant.

**A condition to the award shall moreover also be the acceptance of the Bekaert Supplier Code of Conduct by participant.**