

## GENERAL TERMS AND CONDITIONS OF SALE

### Article 1: General

These terms and conditions of sale apply exclusively to any order placed with our company, subject to any special terms and conditions approved in writing by our company, and to the exclusion of the general terms and conditions of sale of the customer.

These terms and conditions of sale shall at all times prevail over any general terms and conditions of the customer.

Even if a provision to the same effect is included in the customer's terms and conditions, our general terms and conditions shall at all times take precedence over any such customer's terms and conditions.

All stipulations shall be explained in any case in favour of our company.

### Article 2: Prices

The prices quoted by us do not include tax or VAT.

The prices are calculated on the basis of the economic circumstances at the time of the quote and depend on the prices of the supplier, the exchange rates and the percentage of the levy for imports into Belgium.

In addition, the seller reserves the right to charge the buyer a lump sum to cover additional costs and expenses incurred in the transport of the goods on certain roads in Belgian territory subject to a kilometre charge, regardless of the distance of the transport actually carried out. The seller reserves the right to transport the goods by the route of his choice.

### Article 3: Delivery times

Delivery times are only indicative and are not binding on our company.

Any delay in delivery does not entitle the customer to claim damages or to dissolve the order in law.

Unless otherwise stipulated, the delivery periods shall be calculated in working days and shall not take into account any unexpected delay in the event of force majeure. The following are to be considered as cases of force majeure: general or partial strikes, lock-outs, epidemics, road blockades, lack of means of transport, fire, flooding, machine failure, etc. and, more generally, any circumstance beyond our control which results in the factories of our suppliers being shut down, either completely or partially.

### Article 4: Transfer of ownership and risk.

The goods delivered shall remain the property of the seller until full payment of the principal sum, costs, interest and, where applicable, damages.

Under no circumstances will the customer have access to the goods or materials delivered if the payments to the seller have not been made.

In particular, the customer shall not be able to transfer the ownership thereof to third parties, pledge it or encumber it with any security or privilege.

The customer will inform the seller if goods and materials are placed in a room that is rented by the customer and will, if necessary, disclose the identity and the place of residence of the lessor.

On penalty of damages, the customer shall inform the seller by registered letter of any attachment carried out by a third party.

The customer undertakes to give the seller the opportunity to repossess the goods without prior notice and bears the costs of removing the goods.

The name of the third party acquirer must be immediately communicated to the seller by registered letter.

The goods are always considered to have been sold, received and accepted in the seller's warehouses.

Delivery takes place at the risk of the customer of leaving our warehouses, even in case of sale of "carriage paid" delivery.

For deliveries to third parties, the responsibility lies exclusively with the customer.

The customer undertakes to collect or accept the goods, at the latest within 5 days from the moment he was informed that the goods are at his disposal, unless otherwise agreed.

Without prejudice to the other rights granted to him, the seller shall be irrevocably authorised by the customer, if he does not fulfil his payment obligations towards the seller or does not fulfil them on time, to take back the goods delivered by him or collected from him without any notice of default or judicial intervention.

In the event of the seller taking back goods, the goods taken back shall be credited on the basis of the value that these goods prove to have when they were taken back.

### Article 5: Complaints

The items sold are checked before they are sent to the buyer.

They are deemed to have been accepted on leaving the seller's premises. It is the obligation of the buyer immediately upon delivery (i) to inspect the goods for visible defects (ii) to check the quantity delivered; any possible non-conformity must be reported at the time of delivery. Any dispute on the part of the buyer concerning quality or quantity will only be taken into account under penalty of forfeiture, if it is made by registered letter and/or by e-mail and within 48 hours after delivery. All errors and defects must be substantiated by clear photographs. Samples of the delivered goods must remain at the seller's disposal for the purpose of checking whether or not the complaints have been legitimate. After written approval by the seller, these goods can only be replaced or taken back. The latter therefore expressly excludes the possibility of claiming additional compensation. Automatic damages, compensations, penalty clauses calculated unilaterally by the customer are never applicable. If the goods are processed by the buyer, he loses any right to dispute.

The seller accepts no further liability for hidden defects six months after the date of delivery.

Any complaint with regard to the delivered goods must be communicated to us by registered letter and/or by e-mail within one week after delivery, with reference to the number of the invoice or, in the absence thereof, of the dispatch note. All errors and defects must be substantiated by clear photographs. Samples of the delivered goods must remain at the seller's disposal for the purpose of checking whether or not the complaints have been legitimate. After written approval by the seller, these goods can only be replaced or taken back. After this period, the goods will irrevocably be considered as accepted.

If the seller's customer has sold these goods, the end customer and/or the third party shall, within one week of delivery, report any complaints regarding these delivered goods by registered letter and/or e-mail to the customer, who shall, in turn, inform the seller within one week of receipt of this complaint, referring to the number of the invoice or, in the absence thereof, of the dispatch note. All errors and defects must be substantiated by clear photographs. Samples of the delivered goods must remain at the seller's disposal for the purpose of checking whether or not the complaints have been legitimate. After written approval by the seller, these goods can only be replaced or taken back. After this period, the goods will irrevocably be considered as accepted.

Return of the goods without the prior written consent of the seller shall not give rise to any legal effect. Such goods will be refused by the seller at the buyer's expense, without prejudice to the seller's right to claim payment.

Delivery can only be refused if the product is badly damaged or if the product was not ordered.

Any complaint with regard to our invoices must be communicated to us by registered letter within 5 days of receipt. Failing this, they will be considered as having been accepted, without any reservation.

Under no circumstances can a complaint justify a suspension of payment.

#### Article 6: Payment terms

Any order made by the customer and confirmed by the seller is irrevocable, regardless of whether or not an advance payment has been made.

The advance payment made by the customer will be deducted from the order price.

Unless otherwise agreed in writing, our invoices are payable in cash in Antwerp.

Any amount that remains unpaid on its due date shall automatically and without notice be subject to interest of 12% on an annual basis, as well as a fixed compensation equal to 15% of the invoice amount, without this compensation being less than 125.00 EUR.

Each payment will be charged by the seller on the oldest outstanding invoice.

The non-payment on due date of a single invoice, the protest of a bill of exchange (even if it has not been accepted), any request for composition, amicably or judicially, any request for postponement of payment, not even officially, or any other fact that demonstrates the client's ability to pay, makes the undue balance of all other invoices, even those that have not expired, immediately payable by operation of law and without notice.

Moreover, in such cases, the seller reserves the right, without notice of default, to suspend all deliveries, whether resulting from the current or from previous or subsequent contracts, and to only resume them, subject to other provisions, as from the regularisation of the payment.

In the event of unilateral dissolution of the agreement by the customer, he shall pay damages amounting to at least 30% of the total price. Higher damages may be claimed if the damage exceeds 30%.

#### Article 7: Explicit termination clause

The parties expressly agree that the provisions of this article constitute an explicit termination clause. Without prejudice to the right to damages, the seller reserves the right to dissolve or terminate this contract at any time without a reminder or compensation, in the event of non-payment on the due date of a single invoice, protest of a bill of exchange (even if it has not been accepted), any request for composition, amicably or judicially, any request for postponement of payment, even officially, or any other fact demonstrating the client's inability to pay.

#### Article 8: Retention of title

The delivered products remain the exclusive and integral property of our company until full payment of all related invoices, even if they have been delivered to the customer. The risk on the goods is transferred to the buyer as of the conclusion of the contracts. Advances will be maintained to cover certain losses.

The retention of title of the seller shall endure the concurrence as provided for in the following article. In the event of the insolvency of one of the parties or any other situation of concurrence, the reciprocal debts and claims of the parties shall be compensated up to the net result of this set-off, which shall be payable by one or the other. The compensation will be based, on the one hand, on the invoicing itself and, on the other hand, on the correspondence and details exchanged by letter, fax or e-mail between the respective administrations of the parties, whereby they undertake to keep a close eye on the compensations in their accounts and to enter and update their transfer orders in an up-to-date system. The seller and the buyer agree that as a result of the compensation, regardless of whether the net balance has been paid or not, the compensated obligations will otherwise extinguish and be extinguished. The party entitled to the net balance thus only has the receivable for this net balance at its disposal.

Even after partial performance of an agreement, the seller has the right, when the credit weakens the buyer, to demand the

guarantees deemed necessary by the seller for the proper performance of the buyer's obligations. The refusal of the buyer to agree to this gives the seller the right to dissolve the agreement in whole or in part, without any right to compensation for the buyer. The same applies in the event of non-payment, even partially by the buyer within the set period.

#### Article 9: The damage

The liability of the seller shall in any event be limited to the proven direct damage of the buyer and shall not exceed the amount of the value exclusive of VAT of the disputed goods. The seller can in no way be held liable for indirect damage, loss of profit and consequential damage.

The seller is never liable for damage resulting from damage during the transport of goods, incorrect or negligent treatment by representatives of the buyer and third parties or damage caused by delay by third parties.

The claims against the seller shall in any case become time-barred after the expiry of one year after delivery.

#### Article 10: Exclusive competence

All disputes relating to the present contract shall fall under the exclusive jurisdiction of the judicial district of Antwerp. These courts shall be expressly known and accepted by the parties as the only competent jurisdictions. Any dispute between the client and the seller is governed by Belgian law.