

GENERAL TERMS AND CONDITIONS OF SALE

Our general terms and conditions are an integral part of the contract, to the exclusion of the customer's own terms and conditions. They can only be deviated from in writing. The customer expressly acknowledges having read these terms and conditions and accepting them in their entirety without reservation.

- 1. An order, including those noted by our agents or representatives, is only binding if it is expressly accepted by us in writing. Cancellation of the order is not possible, unless with prior written agreement.
- 2. Goods/services shall be delivered within the period stated in the contract. Goods remain the property of the seller until full payment of principal, costs and interest. Nevertheless, the risks of loss or destruction of the sold good will be borne in full by the buyer from the moment of sale of the good.
- 3. The buyer must ensure that the services and/or the goods can be delivered by the seller in a normal way at the agreed place and time, thus ensuring the accessibility of the delivery place. If this is not complied with, the buyer shall be obliged to reimburse the seller for all damages, including waiting hours, safekeeping costs and costs for the preservation of the item.
- 4. Unless expressly agreed otherwise, all the seller's prices are "Ex Works Lier (Belgium)" including packaging. They are net prices, excluding taxes, duties, customs duties and any other duty that may be levied on the goods. An administrative cost of €20 will be charged for a duplicate or adjustment of billing details. Administrative services are charged separately at an hourly rate of €65 and a minimum flat rate of €25.
- 5. The buyer must check the delivered goods immediately. Any defects must be notified in writing to the seller as soon as possible and at the latest 7 calendar days after delivery. After this period, the seller is only liable for hidden defects that render the goods unsuitable for the use for which they are intended, insofar as the goods have not in the meantime been processed and insofar as the seller knew or should have known of the defects. Complaints for hidden defects do not suspend the buyer's obligation to pay.
- 6. Unless expressly agreed otherwise in writing, the invoice is payable within 30 calendar days of the invoice date. In the event of non-payment of all or part of the price, the outstanding amount will be increased, ipso jure and without any notice of default being required, by annual interest of 12% and a fixed compensation of 10%, with a minimum of EUR 100. Any non-payment shall entail the claimability of the outstanding invoices and shall entitle the seller, after notice of default, either to suspend any future deliveries or to cancel the agreement, without prejudice to the right to compensation. The seller remains the owner of the delivered goods until full payment by the buyer of the total amount due, including interest and costs where applicable. In case of non-payment, the seller is always entitled to recover the goods from the buyer. In this case, the seller will serve prior notice of default on the buyer by registered letter, granting a payment period of 7 calendar days.
- 7. If the buyer fails to comply with its contractual obligations, the seller has the right, after notice, either to suspend its obligations or to terminate the agreement without judicial intervention, if the notice is not acted upon within eight working days, without prejudice to the right to damages.
- 8. The seller is not liable for failure to fulfill its obligations due to force majeure. Force majeure is any situation beyond the seller's will or control that makes performance of the contract impossible or unreasonably difficult or expensive. Examples of force majeure include: government intervention, business, traffic or

transportation problems, strikes, lockouts, hindrance by third parties, unforeseen technical problems, etc. In cases of force majeure, the seller has the right to suspend its obligations until the situation is resolved. He will then deliver as soon as is reasonable.

- 9. All our agreements are governed by Belgian law. Any disputes arising from this agreement can only be brought before the court of Antwerp.
- 10. These terms and conditions of sale have been drawn up in accordance with Dutch law. If the customer wishes, we can provide him with an English translation of these terms and conditions.