

GENERAL TERMS OF SALE

1. Confirming of the agreement

1.1. Only order confirmations signed by the seller are legally binding for the seller. Sales/purchases are governed by these general terms of sale. The agreement is never governed by the general (purchase) conditions of the buyer, even if these were communicated after the current terms of sale.

1.2. Orders taken by an agent, representative, employee or servant of the seller are only valid after written confirmation by a person or body authorized to legally bind the company.

1.3. Cancellation of an order shall be valid only if submitted in writing and accepted in writing by the seller. In this case the buyer is legally, and without prior notice, obliged to pay a lump sum of 10% of the price of the order to the seller.

2. Description of the goods - delivery periods

2.1. The goods are the goods as defined in the order confirmation.

2.2. The stated delivery periods are an indication only and are not binding. Delay in delivery shall not affect the validity of the sale or purchase and the buyer cannot derive any rights from this (e.g. rescission of the sale or purchase, withholding of payment, price reduction, damages, refusal of delivery) towards the seller.

3. Price

3.1. No quote is binding, unless otherwise agreed in writing.

3.2. Unless otherwise stated, all our prices are:

- Based on delivery from the factory, warehouse or other storage facility of the seller,
- Excluding VAT, import duties, other taxes, levies and duties,
- Excluding the cost of loading and unloading of transport and insurance,
- based on the level of wholesale prices, wages, wage costs, social and government charges, freight, insurance and any other costs, valid at the date of offer or order respectively.

4. Delivery

4.1. Delivery is ex works or warehouse of the seller.

4.2. The buyer is obliged to accept the goods at the first offer. In case of default, all resulting costs will be charged to the buyer. As soon as the goods are at the disposal of the buyer at the works or warehouse of the seller, the risk of the goods passes to the buyer.

4.3. Regardless of the provisions in Article 4.2., seller and buyer can agree that the seller will provide transport. The seller determines the choice and method of shipping, packaging and transport, without any liability to the seller. If the buyer prefers a different method of shipping, packaging or other means of transport, the buyer must state this clearly at the time of order/commission. Transport costs shall be borne by the buyer, unless otherwise specified. Goods are always dispatched at the buyers risk. Risk is transferred as soon as the goods leave the works/warehouse of the seller. The seller is not liable for any hold-up, delay or obstruction in the transport of the goods.

4.4. The seller is entitled to deliver in batches (partial delivery), which can be invoiced separately. The buyer is under obligation to pay in accordance with Article 6 of these terms.

5. Instructions of use

Unless a proviso is stated clearly in writing at the time of delivery of the goods, the buyer acknowledges that the installation instructions, technical drawings, wiring diagrams and essential documents have been received in good order.

6. Payment

6.1. Unless otherwise agreed in writing, the price, without discount, is payable within thirty days of the invoice date, at the registered office of the seller, as indicated on the order confirmation. Bank charges are payable by the buyer.

6.2. In case of non-payment on the due date of the invoice, a charge of 10% will be added to the price, or the outstanding balance thereof, to offset the inconvenience and administrative costs incurred by the seller in this regard. In addition, interest on late payment calculated on the basis of the bank base interest rate is added to the price or the outstanding balance thereof from the due date of the invoice, as provided in by the law on late payments. The aforementioned compensation and interests on late payment are due without prior notice. The interests on late payment will be charged per month commenced.

6.3. In case of non-payment, even in part, of the price on the due date of an invoice, the balance of all the other invoices, even if not yet payable, will automatically and immediately fall due without prior notice.

6.4. In case of non-payment, even in part, of the price at the due date of an invoice, the seller is entitled to suspend further performance of all current agreements with the buyer until payment is made.

6.5. Objections to an invoice are to be submitted by the buyer in writing within 14 days after the dispatch of the relevant invoice. An objection submitted after this period is considered to be non-existent. A timely submitted objection does not give the buyer the right to withhold payment.

6.6. The buyer is not permitted to invoke the so-called 'non-performance exemption', in order to withhold payment of (the balance of) the price, including any additional costs.

6.7. The buyer is not permitted to offset amounts potentially due to the buyer by the seller.

7. Retention of property rights

7.1. The delivered goods remain the property of the seller until full payment of the price, inclusive of additional charges (e.g. costs, interest...).

7.2. The retention of property rights also extends to goods into which the goods are assimilated or processed, incorporated, or transformed.

7.3. All claims the buyer holds, or may obtain in future against any third party (e.g. a third party buyer, a third party causing damage to or destroying the aforesaid goods, an insurer...), with respect to the goods and the goods into which the goods are assimilated or processed, incorporated, or transformed, are legally transferred to the seller until the latter's claim regarding the price and any additional charges shall have been fulfilled. The buyer is also obliged to bring to the notice of the debtor the transfer of the debt in question as well as to submit evidence of the notice of transfer to the seller. The seller can also notify the transfer to the debtor in question; this option on behalf of the seller does not affect the notification obligations in respect of the buyer.

8. Indemnity for non-compliance/defects in the goods

8.1. The buyer must inspect the goods on delivery. Any non-conformity of the goods and apparent defects of the goods are deemed to be accepted, in the absence of an objection at delivery.

8.2. The seller is only liable for serious, latent defects in the goods arising out of parts and/or manufacturing defects, all other causes thereby excluded, and which existed, at least rudimentary, at the time of the conclusion of the sale/purchase and which become manifest within a period of 2 years after delivery. The buyer is obliged to inform the seller of such failure by registered letter and within seven calendar days after their discovery.

8.3. The seller is no longer liable in case the delivered goods have been in any way adapted or repaired by the buyer or third parties, or have been inexpertly or incorrectly handled. The seller is also not liable in respect of any aspect for which the seller has stated a restriction in the instructions and/or on the packaging.

8.4. The potential obligation of the seller to indemnify is limited to the free replacement of the defective goods upon their return by the buyer; the costs associated with the return of defective goods for replacement free of charge, shall be borne by the buyer. Damage, such as loss of production, loss of time, loss of profits, damage to third parties, etc., caused by the defective goods, will never be reimbursed by the seller.

8.5. Any legal action for non-conformity of the goods/defectiveness of the goods against the seller, should be initiated at least within 6 months after the discovery of the non-conformity/defectiveness of the goods.

9. Liability

9.1. The liability of the seller for non-conformity or defects in the goods shall be governed by Article 8 of these terms.

9.2. Furthermore, the seller is neither contractually nor non-contractually liable for the (im)material, moral and physical damage suffered by the buyer, their employees, agents, contractors or third parties, due to the execution of the agreement, except in case of intent. The seller is not at any time liable for material and immaterial consequential damage, loss of production, loss of time, loss of profits, damage to third parties, etc. ... Compensation is in any case limited to the amount of the sale price. Any legal action must be brought within one year after delivery of the goods.

9.3. The buyer is obliged to fully indemnify the seller for potential liability claims by third parties at the seller's expense, in connection with the execution of the agreement insofar as they exceed the liability of the seller towards the buyer.

10. Securities/guarantees

If the seller's confidence in the buyer's creditworthiness is brought into doubt by acts of a judicial nature against the buyer and/or other demonstrable events which serve to question the confidence in and/or make impossible the due execution of the commitments entered into by the buyer, the buyer is obliged to provide securities/guarantees as requested by the seller.

11. Termination

If the seller so chooses, the agreement shall be lawfully and without notice be terminated, upon mere notification to the client, on behalf of the buyer, if:

- the buyer has failed to fulfill its obligations (eg. commitment to accept delivery/uptake of the goods/works, undertaking to pay or to provide security ...)
- the seller was declared bankrupt or was put into liquidation or is declared insolvent.

The buyer is then obliged to return the supplied goods to the seller at his own expense, and this without prejudice to the seller's right to alternative and/or additional damages, if grounds for this are present.

12. Force Majeure

12.1. Force Majeure includes: war, riots, strikes, disasters, accidents and all causes not attributable to the seller, that prevent or disrupt the supply and/or production and/or transport of the seller or the delivery by the seller.

12.2. Force Majeure on behalf of the seller gives him the right - upon mere notification to the buyer - to suspend the performance of his obligations so long as the situation persists, or to terminate the agreement - without liability for compensation towards the buyer - if the relevant force majeure makes impossible or meaningless the performance of its obligations.

12.3. Such suspension of the performance of the obligations of the seller does not give the buyer the right to waive the purchase or sale, withhold payment or demand compensation.

13. Disputes

13.1. In case of dispute between the parties regarding the agreement (e.g. in terms of its creation, continuation, execution, interpretation...), only the courts of Antwerp (the Commercial Court in Antwerp, Department of Antwerp) have the authority to settle the dispute.

13.2. Only Belgian Law is applicable to the agreement between the parties, and this with respect to all aspects (e.g. creation, continuation, execution, interpretation, etc.).

14. Invalidity

The invalidity of one or more provisions of these terms of sale does not make invalid any other provisions of these terms of sale, or of the agreement between the parties.