

## General Terms and Conditions of Sale of Arbonyb bvba (2018.1)

The General Terms and Conditions of Sale shall apply to all orders placed with us from 25 April 2018 onwards, in which all terms and conditions of sale originating from the party placing the order which we have not accepted explicitly and in writing will be excluded.

### Article 1 Quotes and orders

- 1.1 Unless otherwise agreed, the term of validity applicable to our quotes is one (1) month.
- 1.2 Every order that is not the subject of a written quotation submitted by us will only be binding if it has been accepted by us in writing.
- 1.3 Our agents and representatives do not have power of representation. The orders they have taken will only be deemed definitive pending a written order confirmation issued by us.

### Article 2 Prices

- 2.1 Our prices are stated in Euro and are always exclusive of VAT. Every increase in VAT or any other tax of whatever nature imposed between the placement and execution of an order will be borne by the buyer.
- 2.2 Unless agreed otherwise, our prices are listed for delivery in our branch in Flémalle, Rue des Semailles. If we are charged with handling or organising the shipment of the purchased goods we will charge the buyer for the cost of shipping the goods.
- 2.3 Our prices apply solely to the sale of the goods described in the special provisions, with the exclusion of all other work and services, assembly and installation excepted.

### Article 3 Payment

- 3.1 Our invoices are payable no later than 30 days after the invoice date to the registered place of business in cash or by bank transfer to the bank account number stated on the invoice.
- 3.2 Interest will be owed on all invoice not paid by their due date, by operation of law and without any prior notice of default being required, which interest will be calculated in accordance with the Law of August 2002 combating payment arrears in commercial transactions.
- 3.3 Every non-payment of an invoice by its due date entitles us to demand payment of all outstanding invoices issued to the same buyer and entitles us to suspend all delivery or deliveries until the arrears have been paid off.
- 3.4 If an invoice remains unpaid on the due date:
  - we will be entitled to compensation amounting to EUR 40,00 for every invoice not paid; and
  - after an unsuccessful formal notice was issued, to raise the invoice amount by 10%, to which a minimum amount of EUR 50.00 applies and a maximum amount of EUR 2,000; or
  - we will be entitled to compensation of all collection costs, as provided for in the Law of 2 August 2002.

### Article 4 Delivery

- 4.1 Unless agreed otherwise, delivery will take place at our branch in Flémalle, Rue des Semailles, as referred to in Article 2.2.
- 4.2 From the moment of delivery onwards, the buyer will bear all risks with regard to the purchased goods, and particularly the risks associated with transport, even if we have arranged the transport or it is taking place at our order.
- 4.3 The buyer will collect the goods no later than five (5) days after we have issued notification that these goods are available to be collected. If the goods are not collected in due time, we will be entitled to charge the buyer for the cost of storage. If the goods are not collected or taken into receipt, they will be stored at the cost and risk of the buyer.

### Article 5 Delivery timeframe

Unless agreed otherwise in the special provisions, the delivery timeframe is only provided on an indicative basis and is in no way binding. Our liability can only be invoked in the event of a grave error on our part.

### Article 6 Retention of title

The delivered goods will remain our property until we have received full payment of the price and for the additional services, even if changes were made to them or they were incorporated.

### Article 7 Acceptance

The delivered goods must be signed for receipt and accepted before they are charged. This clause covers the conformity of the goods, both in terms of quantity and dimensions. The buyer's charging of the delivered goods will be deemed as their irrevocable and definitive acceptance. The buyer is therefore obliged to conduct the necessary inspection of the goods. In the event that the goods are collected by one or more intermediaries, these intermediaries will be deemed to act as representatives of and on behalf of the buyer. The delivery of the goods to such intermediaries will be deemed as their definitive acceptance. In the event that the buyer collects the goods, the acceptance will at all times occur at the delivery outlet. All complaints will be deemed void and non-existent through the signing of the receipt and delivery note by the buyer or its agent as the definitive acceptance of the goods.

Every accurately described and detailed complaint must reach us by means of registered letter no later than 48 hours after delivery.

Acceptance covers all visible flaws (i.e. all flaws detected by the buyer or its representative at the moment of delivery or in the course of the following 48 hours by means of a careful and serious round of inspection) and, in particular, non-conformity with regard to the number of items that must be reported at the moment of delivery. With regard to the ordered quantity, the seller will always be entitled to deliver 10% more or less on all items ordered.

### Article 8 Guarantee

- 8.1 The goods that we sell are guaranteed by us against hidden defects for a period of 12 months after delivery under the following provisions and notwithstanding other specific provisions included below and/or described in the guidelines or guide for installation and maintenance of the goods.
- 8.2 Excluded from warranty are: damage and/or instances of damage linked to faulty installation, faulty use, the use of unsuitable, noxious and damp substances or the placement of the goods in an environment that is too dry or too damp. Additionally, excluded from warranty are: all products of an inferior quality such as downgraded or second-rate products.
- 8.3 The warranty can only be invoked if the following conditions have been met:
  - The goods were competently transported, assembled and installed in accordance with the instructions and guidelines provided for this purpose or, in lack thereof, in accordance with the general methods of application that are customary in the market for this purpose;
  - The goods are used and maintained in normal conditions and/or in accordance with the instructions set down in the guidelines or guide for maintenance and installation of the goods;
  - The warranty cannot be invoked for use in exceptional or abnormal circumstances that were not explicitly described in the special provisions and/or described in the guidelines or guide for maintenance and installation of the goods, or in the event that no, poor or inadequate maintenance was carried out, modifications were made by the buyer and/or assembly or repairs were made by a non-qualified person;
  - The defect will make the item largely unsuitable for its intended use or for an exceptional use that is explicitly stated in the special terms and conditions of sale.
- 8.4 To invoke the warranty, the buyer will be required to report every complaint in connection with the hidden defects to us by registered letter no later than within 48 hours after having

discovered the flaw or after having been reasonably able to discover it. Additionally, intervention during the warranty period will be insured exclusively if this is conducted by the dealer or through a service appointed by us and is in all cases subject to presentation of the proof of purchase.

- 8.5 Our warranty is limited to replacement of the faulty item, without giving rise to cancellation of the purchase or compensation for damages of whatever nature.

### Article 9 Limited liability

As from the delivery of the goods we accept exclusively the liability as described in Articles 7 and 8 and are not held to any compensation for damages, e.g. due to injury to a human being or any other damage arising directly or indirectly from the sold goods.

### Article 10 Third-party rights

10.1 We will indemnify the buyer against all direct damage, loss and expenses arising from an infringement or alleged infringement of any patent, license, brand name, trademark or copyright that is the property of or used by a third party, by one of our goods and we will defend ourselves, at our own expense, against every claim, complaint, action or procedure at the expense of the buyer, on condition (i) that the buyer informs us in writing, immediately and by registered letter, that such a claim against the buyer was formulated in court or of the probability that such a claim, action, summons or procedure will be initiated, and (ii) that we and no other party will take charge in the defence and in every negotiation whatsoever leading to the amicable settlement of the relevant dispute, and (iii) that the buyer will not negotiate or conclude agreements with regard to such a claim, action, summons or procedure without our prior written consent and provided that (iv) the buyer cooperates with us in a proactive or active manner and provide the necessary proper assistance which can be demanded by us within the context of the dispute or potential dispute.

10.2 We will not bear any liability or assume any obligation to pay compensation for any item or any portion thereof (i) that is based on specifications, drawings, models or other data delivered by the buyer or (ii) which has been adapted unilaterally by a party other than us (iii) to the extent that the buyer continues to perform activities that constitute an alleged infringement after changes have been made available to him/her/it with a view to preventing the alleged infringement or (iv) if the use of the item or the combination thereof with other products, processes or materials or any combination thereof, rather than the item itself, comprises the primary cause of the alleged infringement.

10.3 If, through a court decision that has the force of res judicata, it has been ascertained that we have violated or made improper use of such rights held by a third party, or we ourselves have ascertained this party's improper use, we are entitled, at our own discretion and at this party's expense to (i) modify the item in such a way that it no longer violates the rights of the third party or constitutes improper use or (ii) endeavour to obtain a license or other right to use the item or (iii) replace the relevant item or component thereof with a product that does not violate any rights. If the above options are not available on commercially reasonable terms and/or within a reasonable timeframe, we can demand that the item delivered by us be returned and repay the amounts paid to us for the item by the buyer, to which the exclusion of every additional compensation applies.

10.4 The options provided for in this Article 10 comprise the sole and exclusive means and compensations open to the buyer and will absolutely preclude every other claim to compensation for direct or indirect damage.

### Article 11 Rescission of the sale

We are entitled to rescind the sale by registered letter to the buyer if the buyer has failed to satisfy any of its contractual obligations, and particularly if the buyer fails to collect the goods within the term provided for in Article 4.3, if the buyer fails to pay an invoice after more than 30 days, or if it has become apparent that the buyer will not or will probably not satisfy one or more of its obligations, even if this obligation is not yet claimable.

In the event that the sale has been rescinded by application of the first paragraph, the buyer will owe compensation equal to 30% of the price.

### Article 12 Confidentiality – Intellectual Property

12.1 Unless explicitly agreed otherwise by us in writing, the buyer will not under any circumstances be permitted to disclose any confidential information or information that is our property or in our possession to third parties or entrust third parties with this information.

12.2 All patents, brand names, copyrights and/or any other intellectual property rights and/or any property or confidential information with regard to the sold item will remain our property or that of our licensor. The buyer may not derive any rights whatsoever from the patent, the license or any other intellectual property right belonging to us or in our possession. Neither will the buyer be permitted to disclose the confidential information, even if it is commercial in nature with regard to these intellectual rights, on pain of the payment of compensation for the proven damage.

### Article 13 Authorisation

This Agreement is governed by Belgian law. Any disputes will be settled exclusively by the courts of the Liege court district, without prejudice to our right to summon the buyer before the district courts in the buyer's place of residence.

The applicability of the provisions of the United Nations Convention of 1980 with regards to the international sale of movable goods, also known as the Vienna Sales Convention is excluded.

The parties acknowledge that the translation of the above terms and conditions of sale in the French, German and English languages, respectively, has been provided solely to clarify the mutual contractual obligations between them and that, despite the accuracy of the translation, the basic text was compiled in the Dutch language and that this language will prevail for interpretations and/or the purport of words, terms and/or expressions and of the entire text.

The present text is an electronic version that can be consulted at all times, and which availability for consultation is explicitly referred to on the front of the seller's standard order forms, order confirmations and invoices, and additionally its product catalogues.