



## General Sales Terms

### 1. General

- 1.1. These General Sales Terms apply unless agreed otherwise in writing by the parties.
- 1.2. By concluding a purchasing contract the buyer renounces the application of any of its provisions under its general or special terms, even if they claim to be the only ones valid.

### 2. Drawings and descriptions

Weights, dimensions, design, quality, capacity and other details, listed in catalogues, prospectuses, circulars, advertisements, images, websites and price lists are an approximate indication only. These details are only binding insofar as the contract specifically refers to them and expressly describes them as binding.

### 3. Orders

- 3.1. An order is only valid after written confirmation by the seller.
- 3.2. For orders by the buyer only references listed in the seller's catalogues shall be taken into account. In the event of errors in the order no returned goods will be accepted without prior written permission of the seller. This applies to all returns. In addition, a contribution to expenses will be charged at the equivalent of twenty per cent (20%) of the sales price. Moreover, returns must be realized within 8 weeks after invoicing.
- 3.3. The seller reserves the right to apply minimum quantities to orders at least equal to the smallest packaging unit.

### 4. Packaging

- 4.1. Unless agreed otherwise in writing between the parties, the prices are deemed to apply to goods packaged in standard packaging.
- 4.2. Additional packaging (sea-proof, etc.) will be provided at the express written request of the buyer and shall be invoiced to the buyer.

### 5. Transfer of risk

- 5.1. Unless otherwise agreed in writing delivery shall take place "ex works Wijnegem" (EXW) in compliance with Incoterms 2010. The goods are sold in the seller's plant and permanently accepted there, even if they must be shipped FOB. Subject to Article 6, property and risk shall be transferred then.
- 5.2. In the event the seller has acted at the request of the buyer to arrange for transport or customs formalities, he may not be held liable. All resulting costs will be invoiced to the buyer.





- 5.3. The goods shall be shipped at the buyer's risk. In the event the goods must be insured at the buyer's express request, for storage and shipping, the seller shall make arrangements and invoice the resulting costs to the buyer without any liability.

## **6. Reservation of title**

- 6.1. Without prejudice to the provisions under Article 5, the goods shall remain the property of the seller until full payment of the sales price. The seller reserves the right to reclaim the goods, wherever they may be.
- 6.2. Any advances, partial payments of the sales price, made by the buyer, may be used as compensation for losses suffered by the seller as a result of default or other sums owed to the seller.

## **7. Claim transfer clause**

In the event of the resale of goods, which are still the property of the seller under Article 6.1, to a third party, the buyer shall transfer his claims against this third party to the seller, without prejudice to the seller's right to claim payment from the buyer, who shall remain liable.

## **8. Lead times**

- 8.1. Unless otherwise agreed in writing between the parties, the lead time shall take effect from the date of receipt and acceptance of the order by the seller.
- 8.2. Lead times do not run during the seller's collective leave periods, or when delivery is prevented as a result of force majeure.
- 8.3. Unless otherwise agreed in writing between the parties, the lead time provided in the agreement is only an estimate. Delays may never lead to termination of the agreement, cancellation of an order or compensation.
- 8.4. In the event that the buyer does not accept the goods when they are made available or delivered by the seller, the seller is nevertheless authorised to claim payment of the invoice and in the above case reimbursement of all expenses, including those for storage and safekeeping, as well as compensation from the buyer. The seller provides the storage of the goods for the account and risk of the buyer.
- 8.5. The seller is authorised to deliver partial shipments without the buyer being able to refuse delivery.

## **9. Payment**

- 9.1. All payments shall be made in euros unless agreed otherwise in writing between the parties.
- 9.2. Unless agreed otherwise in writing between the parties or except for any mention to the contrary on the front of the invoice, invoices become due immediately upon receipt. After their due date,



they shall legally yield interest as provided in the law on late payments of 2 August 2002. The buyer may under no circumstances invoke set-off.

- 9.3. Any protest regarding the invoiced amounts shall be made by registered letter within 8 days of delivery or receipt of the invoice respectively.
- 9.4. All current and future taxes, levies and duties, of any nature whatsoever, linked to the sale of the goods delivered by the seller shall be borne by the buyer.
- 9.5. In the event of non-payment of the invoice on its due date, the seller shall also have the right, without prior reminder, to supplementary compensation of ten per cent (10%) of the sales price or a minimum of twenty-five euros (EUR 25). Non-payment of a single invoice on the due date shall make the balances due from the other invoices immediately payable, even if they have not yet fallen due for payment.
- 9.6. Prices are net, not including VAT.
- 9.7. Sales prices are those valid on the date of delivery to the buyer.

## **10. Financial guarantees**

- 10.1. In the event that the seller believes that the buyer's credit has been affected, for example when legal measures are taken against the buyer and/or when matters occur that make the correct performance of the agreed obligations difficult or impossible, the seller has the right, even upon partial or full shipment of the goods, to suspend the order in whole or in part and to demand additional guarantees.
- 10.2. In the event of refusal by the buyer the seller has the right to cancel the order in full or in part, without it affecting the seller's rights to claim compensation.

## **11. Annulment clause**

- 11.1. In the event of gross misconduct on the part of the buyer such as, among others, late payment or non-acceptance of ordered goods, the seller may annul the agreement without prior formal notice, without legal intervention and without harming the seller's rights to claim compensation. The seller shall indicate his desire to annul simply by sending a registered letter referring to this fact.
- 11.2. In all other cases besides late payment to which Articles 9.2 and 9.4 apply, the seller is entitled to compensation of fifteen per cent (15%) of the purchase price, with a minimum of one hundred and twenty-five euros (EUR 125), without prejudice to the seller's right to prove greater losses.

## **12. Hidden defects – liability**

- 12.1. Without prejudice to the application of common law with respect to hidden and visible defects, the seller shall remedy any undisputed hidden defects or lack of correspondence upon delivery of the goods, which are not the result of overwhelming ignorance on the part of the seller or faulty intervention on the part of the buyer or third parties, by replacement by the same or an equivalent item (at the end of production or stock), or repair, as preferred by the seller.
- 12.2. The seller shall become the owner of the replaced parts.



- 12.3. The seller shall not be held liable for any other guarantee or compensation except for what is described under Article 12.1, except in the event of intent on the part of the seller.
- 12.4. Subject to any other rights, the seller is under no circumstances liable for compensation if:
- it cannot be demonstrated that the defects were present at the time of the entry into service of the goods;
  - the seller, given the available science and technology, could not be aware of the presence of the defects;
  - the defects are due to the design of the device in which the goods are incorporated, installed or mounted;
  - the damage is due to faults on the part of the buyer, or any third party, among which faulty instructions or manoeuvres, incorrect operation, transformations;
  - the defects are the result of the compliance of the goods with mandatory government specifications;
  - the damage is due to a lack of maintenance or maintenance in violation of the maintenance manual or the maintenance specifications drawn up by the seller or manufacturer;
  - the damage is due to the intervention of a third party not approved by the manufacturer.
- 12.5. The buyer shall safeguard the seller against any demands or claims that could be directed at him on the basis of any defect or damage resulting from circumstances as summed up under Article 12.4.
- 12.6. In general the seller shall not be held liable for any indirect compensation, such as for example damage to other buyer goods, loss of opportunity or losses connected to the buyer's professional activity, loss of revenue, decrease in turnover and loss of customers or data, except in the event of intent.

### **13. Assembly and installation**

- 13.1. Unless agreed otherwise in writing between the parties assembly and installation are never part of the agreement. The seller may, however, at the buyer's request agree in writing to, under specific circumstances, ask specialised workers, fitters or assemblers to carry out this assembly and installation. In this case the services provided by said workers, fitters, or assemblers will be carried out at the expense and under the responsibility of the buyer.
- 13.2. The buyer shall make available all assistance, equipment and materials required for assembly at his expense.

### **14. Intellectual Property Rights**

The buyer shall have the right to use or market the products separately or incorporated in his own products. The buyer shall have no intellectual property rights in the broadest sense licensed from the seller and shall not infringe those intellectual property rights or alter them, take actions that affect the value of those intellectual property rights, or interfere in any other way with said intellectual property rights.



The buyer shall not, without the consent of the seller, copy the products or parts thereof, engage in reverse engineering or decompiling, analyze the products or parts thereof, or alter the products or parts thereof to make them suitable for other uses.

## **15. Force majeure**

- 15.1. Force majeure is understood to mean any circumstances beyond the control of one of the parties and occurring after the conclusion of the agreement, which may not be attributed to them and prevent the performance of the agreement, such as natural disasters, terrorism, political unrest or war, fire, mobilisation, confiscation, embargo, shortage of transport, general shortage of raw materials, shortage of suppliers, limitation in energy consumption, etc.
- 15.2. The party claiming the aforementioned circumstances shall immediately inform the other party in writing of their starting and end dates.
- 15.3. In the event that a situation of force majeure for one of the parties lasts longer than forty (40) days, the agreement may be ended by the other party by registered letter without any compensation being owed.
- 15.4. The existence of any such circumstances removes any liability with respect to the non-performance of the agreement during incidents of force majeure, from the seller as well as from the buyer.

## **16. Applicable law**

The agreement shall be exclusively governed and is drawn up according to Belgian law, with the exception of the United Nations Convention for the International Sale of Goods of 11 April 1980.

## **17. Competent courts**

In the event of disputes, the courts of the district where the registered office of the seller is located shall have sole jurisdiction, without prejudice to the seller's right to bring any dispute before another competent court.

## **18. Language**

The Dutch-language General Sales Terms shall be decisive in any interpretation of the terminology used. Translations into French, English, German or any other language are only drawn up by the seller for the buyer's information.



## 19. Personal details

The personal details provided by the buyer will be electronically processed by EREA Energy Engineering BVBA, Rugeveldstraat 1, 2110 Wijnegem (RPR 0543.482.783, Commercial Court of Antwerp) in the framework of the management of customer files. The details may also be processed for promotion and prospecting purposes and to inform the buyer about the seller's company, products and services. If the buyer does not wish to participate, he can oppose any further processing of his personal details for direct marketing reasons at no extra cost by addressing a simple request to the seller via letter.

The buyer's personal details may be shared with other federations and related enterprises, of which the buyer may obtain a list upon simple request via letter. The buyer may at any time ask to consult and update his personal details. To this effect it is also sufficient to contact EREA Energy Engineering EREA via letter. A public list is kept by the Commission for the Protection of Privacy, 139 rue Haute, 1000 Brussels, with all electronic processes used with personal details. In the event that the buyer requires further information on the way in which EREA Energy Engineering processes data, he may consult this list.