

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **ARTICLE 1 – GENERAL PROVISIONS**

1.1. These BELTASTE General Terms and Conditions of Sale (hereinafter also referred to as “GTCS”) shall apply at all times to all contracts of sale between BELTASTE and its customers and to all deliveries ensuing therefrom. Should the customer have general terms and conditions (of purchase), the latter shall not be applicable.

1.2. Unless expressly agreed otherwise, no departures may be made from the BELTASTE GTCS.

1.3. Every order that a customer places with BELTASTE automatically implies acceptance of the BELTASTE GTCS.

### **ARTICLE 2 – OFFERS AND QUOTATIONS**

2.1. All offers and/or quotations made by BELTASTE are always non-committal, barring explicit indication to the contrary. The sending of offers, brochures, price lists, etc. does not oblige BELTASTE to enter into a contract.

2.2. All quotations drawn up by BELTASTE are communicated in writing and are valid for 14 days, unless expressly agreed otherwise.

2.3. Every quotation is always limited to what is expressly included in it.

### **ARTICLE 3 – ESTABLISHMENT AND MODIFICATION OF THE CONTRACT OF SALE**

3.1. A contract of sale is formed at the moment the order is placed by the customer.

3.2. A modification of the contract of sale is only valid if BELTASTE has stated in writing that it is in agreement with this modification.

### **ARTICLE 4 – PRICES AND PRICE ADJUSTMENTS**

4.1. Prices are given in EUROS and are always quoted exclusive of VAT and/or other taxes, which are payable by the customer.

4.2. Should the contract of sale be modified at the customer’s express request, BELTASTE shall be entitled to charge the customer for all additional costs occasioned by this modification.

### **ARTICLE 5 – DELIVERIES AND DELIVERY PERIODS**

5.1. Except where expressly agreed otherwise, the delivery periods given by BELTASTE are always indicative and non-binding. An overrun of the stated or agreed delivery period may not give rise to any liability on the part of BELTASTE.

5.2. Barring express agreement to the contrary, delivery is made to the customer at the address stated at the time of order placement.

5.3. Goods are transported at the customer’s expense and risk.

### **ARTICLE 6 – COMPLAINTS**

6.1. The customer is obliged immediately to check every delivery carefully and thoroughly upon receipt. Any defects or damage to the delivered goods or their packaging must be mentioned on the delivery slip, the invoice or the transportation document. If such complaints concerning visible defects or visible non-conformities are not mentioned on the aforesaid documents, they cannot be taken into account.

6.2. Complaints regarding hidden defects should be reported to BELTASTE by the customer within eight (8) days of the defect having come to the latter’s attention, failing which the customer’s claim shall be inadmissible in application of Article 1648 of the Belgian Civil Code. A claim must be submitted within three (3) months of the delivery, on pain of becoming null and void. The burden of proof concerning a hidden defect lies entirely with the customer.

6.3. Complaints and/or comments relating to invoicing should be sent to BELTASTE by registered post within eight (8) days of receipt of the invoice, and should be well-founded. Except in cases where the

## **GENERAL TERMS AND CONDITIONS OF SALE**

date of receipt of the invoice is clearly evidenced, the invoice shall be deemed to have been received at the latest three calendar days after the invoice date.

### **ARTICLE 7 – PAYMENT**

7.1. Except where agreed otherwise, goods should be paid for in cash upon delivery. If payment has not been effected on or by the invoice due date, the amount payable shall be subject to the addition, *ipso iure* and without formal notice to pay, of default interest at 12% per annum up to the date of full payment and the amount payable shall also be increased by a damage clause of 15%, subject to a minimum of EUR 75.00, without prejudice to any additional legal costs and bailiff's expenses.

7.2. Should one invoice not have been paid on or by its due date, BELTASTE reserves the right to temporarily suspend the delivery of goods already ordered by the customer until such a time as all due and payable invoices have been settled. Moreover, non-payment of one invoice on or by its due date also automatically entails all other invoices immediately becoming due and payable, even if a different due date were to be stated on these invoices.

### **ARTICLE 8 – RETENTION OF TITLE**

8.1. By way of a departure from Article 1583 of the Belgian Civil Code, transfer of ownership of the sold goods only takes place once the price (encompassing principal amount, interest and costs) has been paid in full.

### **ARTICLE 9 – LIABILITY OF BELTASTE**

9.1. BELTASTE may solely be held liable for direct loss or damage incurred by the customer in causal connection with a proven serious shortcoming on the part of BELTASTE. Any liability of BELTASTE on account of indirect loss or damage (such as for example – but not limited to – loss of income, loss of data or customers, third-party claims, damage to image, etc.) in any case falls outside BELTASTE's responsibility.

9.2. In the event of BELTASTE being liable on account of incorrect performance of the contract of sale, the customer shall only be entitled to the rectification in kind of BELTASTE's shortcoming. Only in the event of rectification in kind not being possible will the customer have the right to compensation of the direct loss or damage he has sustained in causal connection with the shortcoming.

9.3. In such a case BELTASTE's liability shall in all respects be limited to the amount covered by the insurance contracts that BELTASTE has entered into. If BELTASTE is unable to invoke any insurance cover, for any reason whatsoever, any claim for liability brought against BELTASTE shall in any case be limited to the amount the customer has paid for the delivered goods and, if payment has not yet been made, to no more than the price for which the contract of sale was concluded.

### **ARTICLE 10 – FORCE MAJEURE**

10.1. If an event against the wishes or beyond the control of BELTASTE were to render performance of the contract impossible, or were to hamper it, reduce it, delay it or disproportionately interfere with it, BELTASTE shall be exempted of any liability and shall be afforded the possibility of suspending, curtailing or terminating the commitment without any possibility of it being obliged to pay any compensation in this regard.

### **ARTICLE 11 – TERMINATION AND DISSOLUTION OF THE CONTRACT OF SALE**

11.1. If the customer terminates the contract of sale for any reason whatsoever, he shall be obliged to pay for all services already provided by, deliveries already made by, and costs already incurred by BELTASTE. The customer shall in addition be liable for payment of lump-sum and irreducible compensation amounting to 30% of the price of the services/deliveries that have not yet been provided/made (and have thus been cancelled), where necessary plus loading and transport costs and all other costs inherently linked to performance of the order/contract of sale.

## GENERAL TERMS AND CONDITIONS OF SALE

11.2. If a petition is filed for judicial or extrajudicial restructuring, compulsory liquidation or winding-up of the customer's undertaking, the contract of sale or that part thereof that has not yet been performed shall be dissolved, *ipso iure* and without prior notice of default and/or recourse to the courts, by notification of dissolution sent by registered letter.

11.3. If the customer fails to meet his obligations under the contract of sale within eight (8) days of having been served notice of default in writing to this end by BELTASTE, BELTASTE shall be entitled to dissolve the contract of sale and claim compensation from the customer for all loss/damage BELTASTE has sustained.

11.4. In all these cases any amount owed to BELTASTE by the customer becomes immediately due and payable.

### ARTICLE 12 – INTELLECTUAL PROPERTY RIGHTS

12.1. BELTASTE is and remains the owner of all industrial and intellectual property rights (such as, but not restricted to, patents, copyright, trademark rights, drawings and models, recipes, etc.) with regard to the goods it has delivered. The customer cannot assert any right whatsoever in respect of the goods delivered by BELTASTE, with the exception of that which has been expressly permitted in writing. Unless agreed otherwise, the customer is not allowed *inter alia* to reproduce the goods delivered by BELTASTE, irrespective of the way in which or form in which this were to be done. The customer shall on no account be entitled to alter the brand names appearing on BELTASTE goods or to remove these or have them copied.

12.2. In the event of an infringement of BELTASTE's industrial and/or intellectual property rights, the customer shall be liable for payment of lump-sum and irreducible compensation of EUR 2,500.00 per day that the infringement occurs, per delivered good that is the object of the infringement, without prejudice to BELTASTE's right to claim compensation for the actual loss/damage incurred should this be higher.

### ARTICLE 13 - PRIVACY

13.1. BELTASTE attaches great importance to respect for its customers' privacy, in accordance with the regulations in force (including the GDPR). BELTASTE's privacy policy can be found on the following website: [www.beltaste.be](http://www.beltaste.be).

### ARTICLE 14 – DIVISIBILITY

14.1. The possible partial or total nullity or invalidity of one or more provisions of these GTCS on no account jeopardises the validity of the contract of sale or the other provisions of these GTCS. As and when the occasion arises the Parties will replace the null and void or invalid clause with a valid clause with identical economic consequences that is as close an approximation as possible to the Parties' initial intention.

### ARTICLE 15 – APPLICABLE LAW AND COMPETENT COURT

15.1. These GTCS, as well as the contract of sale between BELTASTE and the customer, of which they form an integral part, are governed in their entirety by Belgian law, to the exclusion of application of the United Nations Convention on Contracts for the International Sale of Goods (CISG, the Vienna Convention).

15.2. Any disputes relating to the establishment, interpretation, performance and/or termination of the contract of sale fall under the exclusive jurisdiction of the courts of Hasselt.