

# General conditions

The following general conditions are applicable to all agreements made. Any deviation or addition to these must be confirmed in writing by both parties. These conditions take precedence over any terms and conditions of the co-contracting party, which are not binding.

## 1. DELIVERY

## 2. TRANSPORT

The delivery deadlines given by us are not binding and are only given as a guideline. Exceeding these delivery deadlines on any grounds whatsoever cannot ever result in compensation and can also not be used as grounds for releasing the co-contracting party from their obligations. The goods are also shipped at the risk of the addressee, even if agreed that the seller shall provide the transport.

## 3. OWNERSHIP AND RISK

3.1 Under all circumstances the ownership of the goods sold shall only be transferred to the customer after payment in full of the agreed price. Consequently the bankruptcy of the buyer does not detract from our right to reclaim the goods held by the buyer. As long as the ownership has not been transferred the goods must be clearly identifiable as the seller's property. The risk of damage or loss of products is transferred at the conclusion of the agreement

3.2 Statements concerning financing and/or loans to pay the price of the goods are exclusively for information purposes for the seller and shall not in any event constitute a condition for suspension under which the contract was concluded.

## 4. FORCE MAJEURE

No party shall be held liable in relation to another party for any breach or delay in relation to the execution of any of their undertakings resulting from a situation of force majeure, fire, explosion, strike, civil unrest, civil war or international war, invasion, refusal by the authorities to issue import or export licences or the cancellation thereof, the impossibility of obtaining goods and/or raw materials and/or part due to a situation of force majeure at the production site or an unforeseen event at a supplier of goods or services, etc. or due to any other similar or different cause that is reasonably beyond the control of either party.

## 5. PRICES

5.1 The seller explicitly reserves the right to use and demand the EUR as the currency for invoicing and payment for current agreements. If applicable, the currency stated in the agreement and/or on the invoice shall be converted to EUR. This conversion shall not in any event threaten the continuity of the agreement, nor detract from the rights and obligations of the parties on the basis of their agreements, which shall remain applicable in full.

5.2 The prices are payable without any deduction or reduction

5.3 The additional works are calculated by direct labour according to the unit prices unless these are of a special nature and require more work or costs, or if price increases in wages or materials have occurred in the meantime.

## 6. DUTIES AND TAXES

All taxes are payable by the Buyer.

## 7. INVOICING – PAYMENT – LATE PAYMENT

7.1 Disputes against invoices must be sent by registered post within 8 days of the date of the invoice.

7.2 All invoices are payable in cash within 8 days to the registered office of NV SPICA, unless agreed different in writing.

7.3 Failure to pay on time will rightfully and without prior notification entail interest for delayed payment at 15% per annum. In the event of full or partial non-payment of the debt, without serious grounds, the debt shall be increased by 15% after a reminder to pay without result and with a minimum of 250.00 EUR, even in the case of granting periods of respite. All collection costs are not included in this fixed compensation.

7.4 Failure to pay one invoice shall result in the lapse of any deferred payments for other deliveries that may have been granted and shall make all outstanding invoices immediately payable.

## 8. WARRANTY

8.1 At the time of delivery the Seller guarantees that the Products (i) conform to the specifications applicable on the delivery date and (ii) are free from defects in material and labour ("Warranties"). 8.2 The Warranty Period: 12 months from the production date.

8.3 Conditions for the application of the Warranties The Warranties shall only be applicable to the extent that the Products or any part thereof (i) are always transported and stored in the original packaging in the circumstances indicated by the Seller (including amongst others a covered and secure location, minimum temperature, maximum humidity level, etc.) or in the absence thereof, at least in the circumstances corresponding to that generally accepted for this type of product; (ii) are always handled in accordance with the Seller's instructions or, in the absence thereof at least with the same care and caution as generally accepted for this type of product; (iii) were installed strictly in accordance with the Seller's instructions and guidelines (insofar as the Products were not installed by the Seller or subcontractors certified by the Seller); (iv) were not the subject of any prohibited access, modification, change or repair or attempts thereto; (v) were always subjected to "normal use" for the intended use and were not misused, damaged or used incorrectly in any way. The term "normal use", as stipulated above, shall entail a result, normal and routine use of the Product concerned; (vi) were always maintained in accordance with the Seller's instructions or, in the absence thereof, at least at intervals corresponding with the generally accepted practice for this type of product; (vii) were not connected or used in combination with other installations, products or systems (hardware and/or software) that are incompatible with the Product specifications concerned;

8.4 The Seller shall not in any event be liable, either during or after the Warranty Period, for any defects, failure, loss or damage to the Products or any part thereof caused by or resulting from (i) wear and tear or (ii) any situation of force majeure as described in article 4 above or (iii) any action or failure on the part of the Buyer or any third party (including and without limitation the Buyer's staff, customers, agents, transporters and contractors). In this case the repair or replacement of the Product or any part thereof shall exclusively be realised at the Buyer's request and at their expense. Any Product or part thereof that was completely produced by third parties, shall fall under the original warranty from the third party concerned and no separate warranty shall be given in this regard by the Seller.

8.5 Claims for repairs or replacement under Warranty Any claims under the Warranty must be notified to the Seller within eight days from the date that the defect or fault was discovered or was noticed for the first time.

8.6 Measures under the Warranty If a Product or any part thereof does not fulfil the Warranties during the Warranty Period, the Seller shall, at the request of the Buyer and at the Seller's own expense and choice, immediately and within twenty days, either: (i) repair or correct the Product or the corresponding part; or (ii) replace the Product or supply part/parts or component(s). A replacement part shall at least be

functionally equivalent to the original part. The replaced Product, part/parts and/or component(s), shall become the property of the Seller and shall, at the Seller's request, be returned by the Buyer to the Seller at the Seller's expense. The repair or replacement under the warranties covers the costs for materials and labour.

8.7 The return of a faulty Product or parts to the Seller and back to the Buyer The Buyer shall not under any circumstances return a faulty Product or any part to the Seller without the prior written agreement from the Seller. Prior to returning any faulty Product or part thereof to the Seller, the Seller shall, in consultation with the Buyer, establish whether the repair or replacement of the Product shall be carried out at the installation location of the Product or at the Seller's.

If the Seller agrees with the faulty Product being returned to the Seller, the Seller shall issue the Buyer with a RAN ("Return Authorization Number"). The packaging, transport and insurance costs relating to the shipment of the Product believed to be faulty or a part thereof to the Seller for repair or replacement shall be payable by the Buyer. The packaging, transport and insurance costs relating to returning the repaired or replacement Product or part thereof to the Buyer shall be paid by the Seller. The travelling time and the travel and accommodation costs of a service engineer from the Seller to the location where the suspected faulty Product is installed shall be charged to and paid by the Buyer in accordance with the Seller's applicable rates and procedures. 8.8 The measures stipulated under article 8 shall be the sole and exclusive possibilities for the Buyer and the sole and exclusive liability of the Seller for the Seller's infringement of the Warranties concerned.

8.9 THE SELLER SHALL NOT GIVE ANY OTHER WARRANTY OR EXPLANATION, EITHER EXPLICIT OR IMPLICIT, NOR HAS ANY INTENT OF DOING SO, AND EXPLICITLY EXCLUDES ANY OTHER WARRANTY THAT MAY BE INCLUDED OR CREATED BY LEGAL CLAUSES AND REJECTS THESE, INCLUDING, WITHOUT LIMITATION OF ALL IMPLICIT WARRANTIES OF UNINTERRUPTED OR "ERROR FREE" USE OR OPERATION, AND THE MARKETABILITY AND SUITABILITY FOR A SPECIFIC APPLICATION.

8.10 After the end of the Warranty Period the Seller and Buyer shall, at the request of the latter, negotiate in good faith regarding the extent and mutual acceptance for values of after sales services to be supplied by the Seller.

## **9. COMPLAINTS**

The co-contracting party is obliged to check deliveries made. Complaints concerning visible defects must always be received by us by registered post and duly justified within 8 days of delivery or the execution of the works. Complaints concerning hidden defects must always be received by us by registered post and duly justified within eight days of the discovery of the defect. The execution is considered final at the end of this period and no further complaints shall be accepted. The submission of a complaint does not in any event release the co-contracting party from payment, so that the payment conditions must always be respected.

## **10. CANCELLATION**

In the event of the dissolution of the order by the customer the latter shall owe a fixed compensation equal to 20% of the value of the complete order yet to be executed with a minimum of 1,000.00 EUR. NV SPICA reserves the right to prove that it has suffered greater damage. 1

## **11. TERMINATION**

11.1 In the event that the buyer should fail to comply with one of his undertakings pursuant to this agreement, this shall legally be dissolved to his detriment. The seller making their explicit will known to this effect is sufficient e.g. by registered letter.

11.2 NV SPICA also reserves the right to consider the agreement rightfully dissolved without any prior notification in the event of the bankruptcy, apparent insolvency and as a result of any change to the legal situation of the customer whatsoever.

## **12. LIMITATION OF LIABILITY**

12.1 In the event of customisation and/or own manufacture, NV SPICA makes an undertaking of effort and not an undertaking for results.

12.2 NV SPICA explicitly rejects any liability for errors resulting from equivocal, incomplete and/or instructions given by telephone.

12.3 In the event that the judge should acknowledge the liability of NV SPICA, this may at all times only maximally equal the amount of the invoice of the delivery concerned.

12.4 A waiver of recourse is granted for liability claims above the insured limits.

## **13. INTELLECTUAL PROPERTY**

The Buyer guarantees and stands guarantor that he legally holds all patents, brands, copyrights and/or other intellectual property in connection with the product to be manufactured. The buyer guarantees and stands guarantor that he shall not infringe the patents, brands, copyrights and/or any other intellectual property or licensing rights of third parties. The Buyer shall indemnify NV SPICA fully in the event that NV SPICA should be the subject of any claims pursuant to the infringement, breach, misuse, etc. of any intellectual property in the broadest sense.

## **14. TRANSFER**

No party may transfer the undertakings pursuant to this agreement either in whole or in part to a third party without prior written authorisation from the other party

## **15. APPLICABLE LAW AND COURT**

All disputes shall be exclusively subject to Belgian law and considered by the Courts of the court district of Kortrijk. The clauses of the United Nations Convention dated 11.04.1980 regarding the purchase agreement of movable assets ("Vienna Sales Convention") are not applicable.