



BELGIUM - 1960

TERMS AND CONDITIONS OF SALE

1. These conditions apply to all contracts from our company. These terms and conditions always prevail over the terms and conditions of the other contracting party. Only Belgian law applies to all contracts. All disputes and disputes fall under the exclusive jurisdiction of the Courts of Kortrijk and / or Waregem of our choice. Bills of exchange or accepted securities do not entail renunciation of these conditions, nor debt renewal.

2. In the event of default on these or previously concluded contracts, we have the right, by law and without any notice of default, to regard this contract and / or other contracts as broken / dissolved. To this end, we will express our express will, after which we may legally and without notice of default take back all goods sold, delivered and still present at that time. The other party is already denying the right to object to this issue / return. In the same case, we will also have the right to regard this current contract, which may have not yet been delivered, as broken / dissolved by operation of law and without further notice of default. In all cases in which the contract is terminated and / or broken against the other party, the latter undertakes to pay us as compensation for loss of profit a lump sum that corresponds to 40% of the total (sales) value of the contract .

3. Retention of title.

The goods remain the property of the seller as long as the purchase price owed by the buyer to the seller is not paid in full, even if the goods have been processed.

4. Delivery times.

All delivery times are approximate, late delivery never gives the right to break / dissolve the contract for the benefit of the customer. This also applies to delivery times that are explicitly stipulated in special conditions. A delivery order that cannot be executed, due to a lack of power or at the hands of a third party, never gives the other party the right to any compensation. Failure to comply with the payment conditions and all other commitments entered into by the customer relieves us by operation of law and without notice of any responsibility in the event of non-compliance with the delivery period. If the customer requests a postponement of the delivery, or if his mistake made delivery at the scheduled time impossible, we are entitled to a special reimbursement of 1.5% per month and / or started month of the value of the contract, and this by operation of law and without notice of default.

5. All objections, return of goods, must be stated in writing at the latest upon delivery, on pain of nullity. Delivery takes place from our factories and warehouses, which may also be the destination of the goods. Delivery is in any case considered to have happened on the invoice date. Subject to a written objection to the delivery, all visible defects are covered by the delivery itself. We are only responsible for the hidden defects if we had knowledge of that: that knowledge is not suspected, it must be proven by the other party.

6. The invoices are payable at our place of residence / registered office, subject to the stated due date. From then on, they provide an interest of 12% per year that is owed by operation of law and without notice of default. In the event of irresponsible non-payment on the due date due to unwillingness or negligence on the part of the debtor, the invoice amount will automatically and without prior notice of default be increased with a lump sum compensation of 15% with a minimum of 25 euros per invoice.

7. All goods are sent at the risk of the customer. We reserve the right to demand guarantees when we consider this useful, even during the performance of the contract. The representatives are not authorized to receive money. The customer is obliged to check the goods after delivery and to count them. The absence of goods can never be used as a hidden defect. Any return of goods must take place in the original packaging and must be free of freight and costs, even if we are dealing with defective documents based on material and manufacturing errors.

8. If the customer is given payment terms or if he accepts bills of exchange to settle his debt, then the full amount will be due at once and without notice of default, if the payment in installments is not respected or if a bill is not paid on his due date and / or is protested. In the latter case, the remaining bills become immediately claimable by operation of law and without further notice of default and with application of what was said in Article 5.

9. Prices: the holder of the invoice undertakes to respect the fixed selling prices.