

## GENERAL CONDITIONS OF SALES AND DELIVERY – BVBA ENKELS

**1. Essential Part of Contract:** The following General Conditions of Sales and Delivery are an essential part of the order confirmation, the sales agreement and the delivery of the goods. Any reference to the General Conditions of the purchaser is inapplicable, unless our GCSD are rejected explicitly and in writing in mutual consent by both parties.

**2. Offers, Contracts:** Prior to acceptance we reserve the right to vary our offers. Any contract requires our acceptance in writing; whereby the execution of an order is deemed acceptance. Any variation, supplement or waiver of or under a contract or of any of the provisions of these GCSD shall be valid in writing only.

**3. Prices:** Prices - unless otherwise agreed in writing – are in the EURO currency and do not include costs of packing, insurance, freight nor any levies or taxes.

**4. Prepayment, Security:** We reserve the right to request a prepayment or security amounting to the purchase price if circumstances arise which could, in our discretion, endanger the collection of the purchase price. If Purchaser does not pay the prepayment or security within due time after such request, we have the right to rescind the agreement forthwith.

**5. Payment conditions :** All our invoices are issued on the delivery date and payable on receipt, net and without deduction. Invoices not paid on their due date shall be increased as of law and without prior notice, by 10% to cover the administrative costs of debt collecting. Furthermore invoices not paid on their due date shall be as of law and without prior notice subject to a late payment interest, at the interest rate established according to the Law of 02.08.2002 striving to combat late payment in commercial transactions.

**6. Place of Performance:** The place of delivery is our warehouse at Tessenderlo.

**7. Dispatch, Deliveries:** Unless otherwise agreed in writing and notwithstanding Paragraph 6 above, all goods are dispatched at the risk of Purchaser. We reserve the right to select the carrier and the routing. Partial deliveries are permitted, unless explicitly otherwise agreed. Complaints about partial deliveries have to be made within the timeframe and according to the formalities set out in art. 14 of GCSD.

**8. Date of Delivery:** However we will undertake our best efforts to respect the delivery date, it is - unless explicitly agreed upon otherwise – deemed a non-binding estimate date. If an agreed upon delivery date is not met by us, Purchaser has to set in writing a reasonable deadline for final delivery. A change in the purchase order after the conclusion of the agreement, shall deem to give cause to an extension of the delivery date, unless we have explicitly guaranteed that the original delivery date can be withheld.

**9. Transport Insurance:** We are authorized to cover appropriate transport insurance on behalf and on account of the Purchaser in an amount at least equal to the invoiced value of the goods.

**10. Retention of Title:** The goods sold shall remain our property until all claims arising out of our business relationship with Purchaser have been satisfied. If the goods have been delivered to the Purchaser without payment in full has been made for them, we have a retention right upon them, and thus the right to reclaim the goods. If the goods are processed or finished by Purchaser, our title shall extend to the new finished product. If the goods have been processed, combined or mixed by Purchaser with goods of Purchaser or third parties, we shall acquire joint title pro rata, to that part of the goods that

represents the invoiced value of our goods in relation to the total value of the other goods which have been processed, combined or mixed.

**11. Force Majeure:** In the event of force majeure all commitments arising from a contract shall be suspended for the duration and scope of the impediment. In each case the parties shall amicably agree if and to which extent suspended deliveries, if any, caused by force majeure shall be made up subsequently.

**12. Product Information:** Information about our products is provided to the best of our knowledge. However, we do not assume any liability except as expressly agreed in the terms of the individual contracts. Purchaser shall not be relieved of its obligation to verify the suitability of our products for the use or application intended by him. This waiver shall also apply to the protection of third party intellectual property rights as well as applications and processes.

**13. Breach of contract :** a breach of contract committed by the Purchaser, entitles us to a lump sum compensation of 30% of the contract price to cover the loss suffered, increased by the refunding of all costs charged by our supplier towards us in execution of the contract, notwithstanding our right to claim additional damages upon proof of the existence and the amount thereof.

**14. Complaints:** If Purchaser or someone else on his behalf collects the goods at our warehouse, the goods have to be inspected at the moment of collection, and complaints have to be made at that same moment. If the goods are delivered to the Purchaser, he shall submit all complaints, particularly those regarding the quality or quantity of the goods, to us in writing without undue delay, in any event not later than 2 working days from delivery. If the defects were not noticeable on the moment of collection or delivery of the goods, a claim has to be submitted to us in any event not later than 2 working days from discovery of such defects.

**15. deviations IN colour, weight and size :** The purchaser is aware of the fact that the goods are natural products, and that as a consequence slight colour, weight and size deviations per piece are inevitable. Such deviations, provided that they occur within reasonable limits, can under no circumstances give cause to any quality or quantity claim. For that reason any indication of the number of pieces mentioned in an order confirmation or purchase agreement that is concluded by weight, is unless explicitly agreed upon otherwise, only a non-binding estimate.

**16. Warranty:** In the event of justified claims relating to the quality of the goods delivered, we reserve the right to replace the goods. If the replacement goods are defective, Purchaser shall be entitled in its discretion, to either make a set off from the purchase price or to rescind the contract.

**17. Delivery Shortages:** In the event of shortage of deliveries, we shall, if reasonable, cover the shortage or grant credit for the respective amount.

**18. Limitation of Liability:** We can only be held liable for indemnification, on whatever legal grounds, up to the amount of the sales price of the respective goods. This applies in all cases of normal negligence and in case negligence is based on a legal presumption only. This limitation of liability shall not apply in all cases of bad faith or gross negligence on our part, nor in case of bad faith on part of our legal representatives or our employees, or if express warranties are not met. Furthermore, the foregoing limitation of liability shall not apply to our liability for personal injury or damage to private property under the Belgian product liability laws or any other grounds for mandatory liability under Belgian law.

**19. Place of Jurisdiction:** The exclusive Place of Jurisdiction shall be for both parties Hasselt, Belgium. All issues concerning the purchase agreement shall be governed by and construed in accordance with Belgian law, without giving effect to any other choice of law or conflict-of-law rules or provisions (Belgian, foreign or international including the UN Convention on Contracts for the International Sale of Goods (“Vienna Convention”, 1980), that would cause the laws of any jurisdiction other than Belgium to be applicable.

**20. Severability:** Should any of these provisions be deemed wholly or partially invalid, this shall not affect the validity of the remaining provisions.