



## **Article 1 Scope of application**

1.1 These general terms and conditions of delivery apply to all quotations, offers, acceptances, order confirmations, contracts, data provided by us and other (legal) acts, whether or not in electronic form, that relate to the sale and/or delivery of goods, the supplier, to or with supplier's counter-party, the customer (the "General Terms and Conditions"). These General Terms and Conditions shall apply accordingly to contracts for contracting work to the extent that this is necessary.

1.2 The applicability of any other general terms and conditions or stipulations is excluded and expressly rejected, except to the extent those general terms and conditions or stipulations have been expressly accepted by the supplier. Deviations and/or additions to the General Terms and Conditions only apply if and to the extent that they have been agreed in writing between the supplier and the customer, and moreover only apply to the contract under which the deviating stipulations and/or additions have been made.

1.3 The General Terms and Conditions also apply to other contracts, including follow-up and additional contracts, to which the supplier and the customer, or their legal successor(s), are parties.

1.4 The supplier has the right to amend and/or supplement these General Terms & Conditions. In the event of a material change, the supplier shall notify the customer in writing at least one month before the change or supplement takes effect. Unless the customer objects in writing within two weeks after the date of this notification, the customer is deemed to have tacitly agreed to the change and/or supplement.

## **Article 2 Commencement of the contract**

2.1 Unless explicitly stated otherwise, all offers and quotations from the supplier, in whatever form, are without obligation. The supplier may revoke an offer without obligation until the customer has received the order confirmation from the supplier, signed by the authorised representative of the supplier.

2.2 Statements and specifications by the supplier regarding, among other things, size and weight are only provided as approximations.

2.3 To the extent that the customer carries out any performance or prepares to do so in the apparent expectation that a contract shall come into force, or in the apparent assumption that a contract has come into force, this is at the customer's own risk.



### **Article 3. Prices, quotations and assurance**

3.1 All prices (including rates) on the part of the supplier are exclusive of VAT. The VAT due will be charged to the customer separately. To the extent that the supplier has to incur costs, such as transport costs, in connection with the delivery of the goods to the customer, the supplier can charge these to the customer separately. All prices are per 1,000 sheets, per 1,000 kilos or per other unit specified.

3.2 The supplier may pass on price-increasing costs (such as increases in purchase prices, wages, transport costs, taxes and/or levies) that have arisen within three months after the conclusion of the contract to the customer. The passing on of price-increasing costs entitles the customer to terminate the contract.

3.3 The supplier reserves the right to correct obvious errors in quotations and/or estimates.

3.4 Third parties cannot derive any rights from information contained in product brochures and/or price lists of the supplier.

3.5 If, in the reasonable opinion of the supplier, the financial position of the customer gives cause to do so, the customer is obliged, at the supplier's first request, to provide the supplier with (multiple) security, a bank guarantee and/or letter of credit that covers the amount due for the fulfilment of the payment obligations towards the supplier without delay. If the customer does not comply with this, this is an attributable non-performance against the supplier, and the latter has the right to terminate the contract.

### **Article 4 Payment**

4.1 Unless otherwise agreed in writing, all invoices must be paid no later than 30 days after the invoice date.

4.2 If and to the extent that (any part of) the amount due has not been received by the supplier by the agreed date at the latest, the customer is in default by operation of law and the supplier is entitled, without prejudice to supplier's right to demand compliance.

(a) to collect penalty interest of 1% of the gross invoice amount per month, or part thereof, payable by the customer from that date. In the event of payment arrears, the penalty interest takes effect by operation of law without a reminder/notice of default being required and

(b) suspend performance of its obligations under any contract entered into with the customer. If the customer fails to pay the amount due in full within the agreed extended term, even after a written or electronic reminder, the supplier is entitled to terminate the contract with immediate effect and without judicial intervention.

4.3 The supplier can charge all costs the supplier incurs, in or out of court, to preserve the supplier's rights towards the customer. The extra-judicial and collection costs the customer must incur are at least 15% of the amount due, with a minimum of €1,200.



4.4 Any payment from the customer is first charged against any interest due, then against any costs the supplier had to incur in connection with the failure of the customer to pay under the contract, and only then against the (purchase) price due.

4.5 Unless explicitly agreed otherwise in writing, the customer is not permitted to apply any discount, deduction, set-off or settlement to a payment.

### **Article 5 Delivery**

5.1 An agreed delivery period is a target date. The supplier is only in default with regard to the delivery if he also fails to deliver within a reasonable extended term, set by the customer after the original delivery term has passed. The reasonable extended term is at least one calendar month. If the supplier has not yet delivered within the reasonable extended term, the customer is entitled to terminate the part of the contract that has not been executed by registered letter. The customer does not have this right if the customer is in default on his part.

5.2 In the event of force majeure, as well as if a delay has arisen due to an act or omission of the customer or a third party, whether culpable or not, the delivery time will be extended at least by the duration of the delay.

5.3 Delivery of the goods takes place ex-works, unless the parties agree otherwise in writing. The delivered goods are at the expense and risk of the customer from the moment of delivery, even if the ownership of the goods has not yet been transferred to the customer. The goods are also at the expense and risk of the customer if the supplier has offered them for delivery but the customer, for whatever reason, does not take delivery. The costs and damage resulting from this, such as those associated with storage, safekeeping and insurance, are to be fully borne by the customer.

5.4 If the customer does not take delivery of the goods at the agreed time, and the cause of this cannot be attributed to the supplier, the customer will automatically be in default as a result. Without prejudice to a right to compensation of all costs and damage in connection with this non-purchase, the supplier is entitled to terminate the contract without judicial intervention if the customer (also) does not purchase the goods before or at the second time the supplier gives notice to the customer.

5.5 The supplier is authorised to make changes to the specifications of the goods to be delivered, insofar as this does not affect the agreed performance and quality.

### **Article 6 Retention of title**

6.1 Without prejudice to the provisions of Article 5, Paragraph 3, the ownership of the delivered goods remains with the supplier until all payments have been made regarding the exchange of the delivered goods or goods to be delivered by the supplier to the customer under the contract, or also under a contract for the benefit of work performed or to be performed by the customer, as well as with regard to claims due to failure to comply with such contracts (the "Consideration"). Until that time, the customer is obliged to keep the



delivered goods separate from other goods and clearly identified as the property of the supplier, and the goods shall remain in the boxes in which they were delivered. The customer's management shall guarantee fulfilment of the customer's obligations in accordance with this Article 6.1.

6.2 The customer is obliged to insure the delivered goods against fire and explosion, water damage and theft for the duration of the reserved ownership, and to make the policies of these insurance policies available for inspection at the supplier's first request.

6.3 Under its own authority and without any liability towards the customer, the supplier has the right to take back any goods that fall under the retention of title as soon as any payment is not made on time or the customer is otherwise in default with regard to the Consideration. The customer shall cooperate fully with such repossession. For example, the customer (or legal successor) is obliged, at first request, to provide the supplier with immediate access to the room(s) in which the delivered goods are stored and to enable the supplier to retake possession of the delivered goods. The customer's management shall guarantee fulfilment of the customer's obligations in accordance with this Article 6.3.

6.4 Default with regard to the Consideration as referred to in Article 6.3 also includes application for bankruptcy of the customer and the application for suspension of payments by the customer. The customer is obliged to inform the supplier of payment difficulties immediately: An imminent suspension of payments or an application for this, and/or an imminent bankruptcy or an application for this. The customer's management shall guarantee fulfilment of the customer's obligations in accordance with this Article 6.4.

6.5 If the customer (or legal successor) fails to comply in any way with one or more of the obligations described in Articles 6.1, 6.3 and/or 6.4, the customer (or legal successor) will owe an immediately payable fine of €500,000 to the supplier for each violation. Each day, or part thereof, that the customer (or legal successor) does not comply with this will incur an additional fine of €50,000.

6.6 In the event ownership of the delivered goods transfers to the customer as a result of the fact that the customer has paid all claims for which the retention of title has been established, this shall be done subject to an undisclosed pledge in favour of the supplier, as security for the fulfilment of the customer with all claims, for whatever reason, the supplier has or shall obtain against the customer. The supplier is at all times entitled and, to the extent necessary, hereby irrevocably authorised, to act on behalf of the customer, to perform the acts required to establish this reserved right of pledge (explicitly including the establishment of the right of pledge by authentic or registered private deed) and the customer undertakes to cooperate without delay at the request of the supplier.

6.7 To the extent that retention of title of the supplier on the delivered goods is nullified by accession or specification, the customer shall establish in advance an undisclosed pledge on the goods that become a constituent element or the goods specified as security for all that the customer, for whatever reason, owes and shall owe to the supplier. The supplier is at all times entitled and, to the extent necessary, hereby irrevocably authorised to act on behalf of the



customer to perform the acts required to establish this reserved right of pledge (explicitly including the establishment of the right of pledge by authentic or registered private deed), and the customer undertakes to cooperate without delay at the request of the supplier.

6.8 If the supplier has goods from the customer in his possession for processing, then the supplier is entitled to keep them until the customer has paid everything that the customer owes the supplier for whatever reason.

6.9 The amount the customer owes the supplier under the contract becomes fully and immediately due and payable if:

1. the customer is granted a suspension of payments or is declared bankrupt, or a request is submitted to this effect.
2. the customer's business is terminated or transferred, partially or in whole.
3. prejudgement or executory attachment is levied against the customer, unless the customer has provided appropriate (in the reasonable opinion of the supplier) security for all that the customer owes the supplier within eight calendar days after a request to that effect by the supplier.

### **Article 7 Defects**

7.1 Upon delivery of the goods, or at least immediately thereafter, the customer must carefully inspect the goods for soundness, defects and completeness. If the customer discovers defects and/or shortages, he must report these to the supplier in writing and/or electronically within eight days after delivery. Defects and/or shortages the customer has not discovered in time because he has neglected to carefully inspect the goods for soundness, defects and completeness immediately after delivery, or defects the customer has not reported to the supplier in a timely manner, cannot justify reduction of the (purchase) price, termination or dissolution of the contract, and/or compensation for damage.

7.2 The defects and/or shortcomings reported by the customer during the inspection carried out under Article 7.1, and those defects and/or shortages that could not reasonably be found during the inspection, but were still discovered and reported to the supplier in writing within six months after delivery to the customer, will be repaired and/or replaced by the supplier at supplier's expense and option to the extent that the defects can be attributed to the supplier. The supplier shall make every attempt to carry out the repair or replacement as quickly as possible, taking into account manpower and material available. In principle, the transport for repair is at the expense and risk of the customer, unless it is established that defects and/or shortages can be attributed to the supplier.

7.3 Only defects and/or shortcomings referred to in the previous paragraph (which means not those defects and/or shortcomings found during the inspection) that the supplier, after having been given written notice to do so, is unable to remedy, does not know how to remedy, or is unable to offer a replacement for, within a reasonable period, gives the customer the right to



terminate or dissolve the contract in so far as the customer cannot reasonably be expected to continue with the contract in view of all circumstances.

### **Article 8 Intellectual property**

8.1 All rights of intellectual and industrial property, with regard to offers, calculations, models, artistic and technical designs, descriptions and (technical and other) drawings, sketches, diagrams and the like, created by or via the supplier, rest entirely with the supplier.

8.2 Offers, images, drawings, calculations, diagrams, designs and other documents created or published by or via the supplier remain the inalienable property of the supplier and may not be made available to third parties for inspection, in whatever form, without the prior written consent of the supplier.

8.3 If a third party accuses the customer of violating the intellectual and/or industrial property rights of said third party with regard to goods and/or services delivered by the supplier, the supplier shall endeavour to eliminate the conflict concerning the rights of the third party, for example, by changing the item or service and/or obtaining a license. This only applies to goods and/or services produced and/or marketed by the supplier and that have not been developed on specific instructions from the customer. In order to be able to invoke this best effort obligation, the customer must, under penalty of forfeiture, immediately notify the supplier of a violation as referred to in this paragraph and also give the supplier free rein in a possible defence or amicable settlement. Without prejudice to the provisions of Article 7, the supplier reserves the right at all times to change goods and/or services or have them changed in order to avoid possible conflict with (intellectual and/or industrial property) rights of third parties.

8.4 The customer fully indemnifies the supplier against all claims and demands from third parties and against all costs and damage arising from these with regard to an alleged infringement of intellectual and industrial property rights of those third parties in connection with the manufacture, delivery, work or use of an item or work developed by the supplier, in accordance with the specifications or instructions of the customer. This indemnification also applies if the supplier has made changes to an existing item or work at the direction of the customer.

### **Article 9 Termination**

9.1 The supplier is entitled to terminate or dissolve all contracts concluded with the customer with immediate effect and without judicial intervention by means of a written and/or electronic statement to the customer without being obliged to pay any compensation to the customer and without prejudice to the right of the supplier to claim compensation from the customer if:

1. the customer does not fulfil one or more obligations, or does not do so on time, and does not fulfil the obligations within a reasonable period of time;



2. the customer is granted a suspension of payments, is declared bankrupt, or a request is submitted to this effect;
  3. the customer's business is partially or in whole terminated or transferred;
  4. prejudgement or executory attachment is levied against the customer, unless the customer has, in the reasonable opinion of the supplier, provided adequate security for all that the customer owes the supplier within eight calendar days after a request to that effect by the supplier;
  5. a case arises as described in Articles 3.3, 3.4, 4.2 and 5.4 of these General Terms and Conditions and/or;
  6. any other circumstance arise, as a result of which the supplier must deduce from communication from the customer that the latter is very likely to fail in the performance of the Consideration.
- 9.2 In the cases referred to in Article 9.1, the amount owed by the customer to the supplier, including any interest and compensation, is immediately and fully due and payable.

### **Article 10 Liability**

10.1 Without prejudice to the provisions of Article 7, the supplier's liability for damage suffered by the customer arising from or in connection with a contract between the supplier and the customer, shall be as follows:

- (a) the supplier is not liable for consequential or indirect damages, such as loss of income or revenue, lost savings, loss of goodwill and costs associated with interruption, stoppage and/or restart of any or part of a business;
- (b) for damage other than that referred to under (a), the supplier is only liable to the extent that supplier is insured in this regard, and that the insurance policy pays out where appropriate, but only up to the amount that is payable to the supplier under the relevant insurance policy;

The limitations reported under (a) and (b) do not apply if the customer demonstrates that the damage for which he holds the supplier liable is the result of intent or gross negligence (conscious recklessness) on the part of the supervisors within the supplier's organisation. If, despite the restrictions under (a) and (b), the supplier is still obliged to pay any compensation to the customer, this shall never exceed the invoice value of what has been delivered, or at least the part thereof due to or in connection with the damage.

10.2 If an event occurs from which damage arises or is reasonably expected to arise for the customer, and for which the supplier is liable, the customer must promptly, but in any case within three weeks after that event, notify the supplier of that event in writing and/or electronically. If the customer fails to give a timely written and/or electronic notification, the





customer's right to compensation from the relevant event will lapse, unless it is unreasonable for the customer to become aware of the event within the aforementioned period of three weeks. In that case, the period of three weeks starts from the moment the customer could reasonably have become aware of the event. All customer's claims for compensation for damage expire twelve months after the event that caused the damage, except insofar as it concerns damage that was reported to the supplier in good time as described above.

10.3 In all cases in which the supplier is entitled to invoke the provisions of this article, any employee(s) and subcontractor(s) addressed can also invoke this as if the provisions described in this Article 10 were made by the stipulated employee(s) and subcontractor(s) concerned.

10.4 The customer indemnifies the supplier against all claims from third parties with regard to goods and/or packaging delivered by the supplier to a customer, as a result of which that third party may have suffered damage, regardless of cause or time of occurrence.

### **Article 11 Force Majeure**

11.1. The supplier is not liable for damage as a result of shortcomings that are the result of circumstances that cannot be attributed to supplier, which in any case includes failures in electricity supplies, failures in connections to the Internet, failures in the telephone network or full occupancy of dial-up lines, company blockades, strikes, work-to-rule and lock-outs, delayed supply of parts, goods or services to the supplier that have been ordered from third parties, employee illness, accidents, business disruptions and transport problems.

### **Article 12 Several liability**

12.1 If the customer consists of more than one (legal) person at any time during the performance of the contract, each of these (legal) persons are jointly and severally bound to the supplier for the obligations arising from the contract.

### **Article 13 Provisions that will remain in force**

13.1 After termination of the contract, irrespective of the cause thereof, those provisions that are intended to remain in force will remain in force by their nature. In the event that individual provisions are invalid for whatever reasons, the remaining provisions will remain in full force.

### **Article 14 Confidentiality**

14.1 The customer shall in no way disclose the contract and everything the customer becomes aware of in connection with the conclusion or performance of the contract and of which the customer knows or can reasonably suspect is of a confidential nature for a third party. The previous sentence does not apply in so far as disclosure is necessary for the performance of the contract or the customer is obliged to publish it on the basis of any statutory provision.





### **Article 15 Transfer of rights and obligations**

15.1 The customer can only transfer rights or obligations under the contract or have them taken over by a third party with prior written and/or electronic consent from the supplier. The supplier can grant permission subject to conditions.

### **Article 16 Applicable law and competent court**

16.1 All contracts are governed exclusively by Belgian law. The applicability of the United Nations Convention on contracts for the international sale of moveable goods of 1980 (CISG/Vienna Sales Convention) is explicitly excluded.

16.2 All disputes about or arising from the contract, including disputes about its existence and validity, shall be settled exclusively by the competent court in the place of residence of the supplier, unless the supplier wishes to submit a dispute to the competent authority in the country or place where the customer is established.