

GENERAL TERMS AND CONDITIONS OF SALE OF CALDIC TECHNIK BELGIUM N.V.

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1 **Applicability**

These general terms and conditions of sale apply to all orders that are placed with us. The customer is deemed to accept these by the mere fact of its order. These conditions prevail over any conditions of the buyer.

2 **Quote and prices**

A statement on prices serves as information. These bind our company only after written confirmation. In order to be considered, any comments on our confirmations must be sent to us within eight days.

The sending of samples and notices serves to provide information, and only provides an approximate description of our products.

We accept no liability in the event that our products should prove unsuitable for the specific purposes for which the buyer or its customers intended to use these.

3 **Delivery periods**

Delivery periods are provided as information, and orders are sent out in turn.

Even if our company undertakes to deliver within a certain period of time, this delivery may be suspended, not only due to force majeure, but also due to serious difficulties within or outside the company.

We reserve the right to suspend delivery for the duration of such difficulties, or even abandon delivery altogether, without this resulting in us being liable to pay compensation.

4 **Shipment – transport**

Shipment may be fractionated at our company's discretion. Acceptance and transfer of risk takes place on departure from our facilities, and the transport will be at the buyer's expense and risk.

5 **Invoicing**

Prices in foreign currency will be determined at the exchange rate that applies on the day the merchandise is made available. Any change in this parity will give cause for proportional adjustment.

Any increase in import duties, transport costs, taxes and such between the date of the sale and the delivery date will be at the buyer's expense.

6 **Payment**

Unless otherwise stipulated in writing, our invoices will be payable in cash in Brussels, net and without discount. The drawing and/or acceptance of bills of exchange does not constitute a substitution of one debt for another, nor a derogation from the terms and conditions of sale.

Any amount that is not paid on its due date will, by operation of law and without notice of default being required, yield interest at a rate of 1% per month. In the event of non-payment by the due date, we reserve the right to increase the amount of the invoice by 20%, with a minimum of €25.00.

Non-payment on its due date of any single invoice will make the balance owed on any other invoices – including those that are not due and payable yet – immediately due and payable by operation of law. This contingency will also entitle us to suspend or abandon compliance with our obligations, without this resulting in us being liable to pay compensation.

7 **Retention of title clause**

The goods will remain our property until full payment of the price. All risks will be at the buyer's expense. Any advance payments made will remain our property as compensation for potential loss upon resale.

8 **Guarantees and complaints**

Upon taking delivery, the buyer is obliged to check the identity and capacity of the goods. Any complaints will not be accepted unless this check has been carried out.

In order to qualify for being handled, any complaint in connection with defects must be served on us within five days of the relevant goods being made available. No guarantee is provided with regard to hidden defects.

No guarantee whatsoever is provided:

a) with regard to visible defects if the merchandise has been modified or processed.

b) with regard to hidden defects if the indicated instructions for use were not followed or the goods were handled incorrectly.

Our obligations will at all times be limited to replacing or repairing the delivered goods free of charge, without any additional compensation being owed. Complaints concerning damaged goods or short deliveries will only be accepted following a protest at the time of receipt of the delivery. We will under no circumstances be liable for any indirect and/or consequential loss. Liability will under no circumstances exceed the price paid for the goods delivered.

9 Packaging

If the seller makes packaging material available for the delivery against payment of a deposit, our packaging conditions will apply. A copy of these conditions can be obtained from the seller upon request. The deposit will be forfeited if the packaging is not returned to the seller within 3 months.

10 Damage

Any cancellation of the sale at the buyer's expense will result in the buyer being liable to pay us a fixed compensation of 20% of the amount of the sale, or of the cancelled portion thereof, subject to an increase of this compensation on the basis of the loss actually suffered and proven, as well as the costs we incur as a result of the cancellation.

11 Jurisdiction - legislation

In the event of a dispute, the courts of Brussels or the courts of the buyer's domicile will have sole jurisdiction, at the seller's discretion.

The buyer must ensure that it complies with any relevant legislation at all times. This includes legislation on competition and the combatting of corruption and fraud, sanctions legislation, export legislation and/or legislation on the protection of personal data.