

# GENERAL TERMS OF SALE

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## **Article 1 – Definitions**

**Company** refers to Karl HUGO S.A., a limited company governed by Belgian law whose registered seat is based in Born, Engelsdorfer Strasse 13, 4770 Amel, Belgium and which is registered with the Crossroads Bank of Enterprises (CBE) under company number BE0422.858.533.

**Client** refers to the person whose details are indicated on the Order Confirmation as defined below.

**Order Confirmation** refers either to the Company's document confirming the Client's order or the Client's order accepted by the Company.

**Contract** refers to the contract between the Company and the Client, consisting of the Order Confirmation and these general terms. In the event of contradictions between the Order Confirmation and these general terms, the provisions of the Order Confirmation shall take precedence. If the Order Confirmation refers to specifications, plans, drawings, descriptions, technical documents or other documents required for the completion of the Products (defined hereinafter), the latter shall form an integral part of the Contract.

**Working Days** refers to working days in Belgium, in other words Monday to Friday to the exclusion of public holidays.

**Products** refers to the machines or parts to be delivered by the Company to the Client in accordance with the Contract.

**Contractual Specifications** refers to the specifications which the Products must fulfil according to the Contract.

## **Article 2 – Applicable general terms and scope of these general terms**

2.1. The Client shall refrain from applying his own general terms and hereby acknowledges that he has consulted and unconditionally accepts these general terms. Except as otherwise expressly agreed in writing with the Company, only these general terms shall apply to the Contract.

2.2. These general terms may be amended by the Company without notice, subject to communication with the Client. The amended general terms of sale shall only apply to Contracts concluded after they have come into force.

2.3. The Client hereby agrees to these general terms being sent to him by email. He acknowledges this means of communication as being valid both between the parties and with regard to third parties.

## **Article 3 – Conclusion of the Contract**

3.1. All orders placed by the Client shall only be binding on the Company if they are accompanied by an Order Confirmation.

3.2. Unless stipulated otherwise in the Contract, the latter shall come into force on the date of the Order Confirmation. It shall terminate on the enforcement date of all the contractual obligations except in the case of a framework contract concluded for a specific term indicated in the Order Confirmation. In this case, upon expiry of this term, it shall be automatically extended under the same conditions for a period which is identical to the initial term, unless one of the parties notifies the other by registered letter at least 3 (three) months before its expiry of their desire not to extend the Contract.

The parties hereby agree that the following articles shall remain in force upon termination of the Contract until the expiry of their aim: Articles 6.2., 7, 8, 9, 10 and 13.

3.3. All offers and all declarations or information relating to the Products, in particular in relation to their price, characteristics and qualities featuring in catalogues, prospectuses, advertisements, price lists and other similar documents pertaining to the Company shall only be binding on the latter insofar as this is specifically provided for by the Contract.

## **Article 4 – Prices, invoicing and payment terms**

4.1. All the sale prices of Products indicated in the Contract shall be established and payable in Euros (€) and shall be exclusive of tax, packaging, transport and delivery costs.

4.2. Unless otherwise stated in the Contract, the Products shall be invoiced upon delivery.

4.3. Unless otherwise stated in the Contract or in the invoice, all the Company's invoices shall be paid net and without discount by transfer to any of the accounts indicated by the Company within a period of 30 (thirty) calendar days as of the invoice date.

4.4. All the Company's invoices shall be considered to have been finally accepted by the Client, if they are not contested, by notification sent to the Company within 7 (seven) Working Days as of the invoice date.

4.5. Unless otherwise stated in the Contract, the Company reserves the right, in the event of overdue payments, to offset its credits against its debts with regard to the Client provided that they are fungible even if the debts are not yet due.

4.6. In the event of failure to pay an invoice by its term, payment of the full amount invoiced to the Client shall be demanded. Furthermore, the Company reserves the right to delay deliveries until the payment in full of invoices due.

4.7. All invoices which have not been settled by their term shall, by operation of law and without prior formal notification, bear default interest at the applicable legal rate in accordance with the law of 2 August 2002 concerning the combating of overdue payments in commercial transactions as of the due date of the invoice.

4.8. In addition to the default interest, the unpaid invoice amount shall be increased, by operation of law and without prior formal notification, by compensation for debt collection costs incurred as a result of overdue payments (including procedural compensation according to the provisions of the Judicial Code) with minimum standard compensation at the applicable legal rate in accordance with the law of 2 August 2002, without prejudice to other remedies which the Company may present according to the Contract or the applicable law.

4.9. In the event of a deterioration in the financial situation of the Client, a collapse in credit, insolvency or the initiation of bankruptcy proceedings, the Company shall be authorised at its sole discretion to terminate the Contract with immediate effect provided that the Client is notified by registered letter, with all the rights of the Company remaining otherwise intact. In this case, the Client or his successors undertake to return unpaid Products to the Company within 24 (twenty-four) hours.

## **Article 5 – Delivery deadlines**

5.1 Unless otherwise stated in the Contract, the delivery deadlines indicated by the Company are given as a guideline only. The Company shall take reasonable steps to deliver the Products within the agreed delivery deadlines. In the event of delivery delays, the parties shall agree to a new delivery deadline without the Client having the right to refer to the delay in order to claim damages or terminate the Contract. The Company reserves the right to make partial deliveries.

5.2 If the Client fails for more than 7 (seven) Working Days to receive or take ordered Products or causes any delivery delays, the Company shall have the right to claim compensation, without prejudice to its other rights, for the associated costs, including storage costs incurred by the Company or its supplier.

## **Article 6 – Transferral of risks – Reservation of ownership**

6.1. Unless otherwise stated in the Contract, the Products shall be sold from our store Ex Works EXW (Born, Engelsdorfer Strasse 13, 4770 Amel, Belgium) ICC Incoterms 2010. The Company shall ensure that the Products are packaged appropriately. Unless otherwise stated in the Contract, the Company's packaging conditions referred to in the instruction booklet for the Product concerned shall apply. They form an integral part of the Contractual Specifications.

6.2. Unless otherwise stated in the Contract, the Products sold by the Company to the Client shall remain in full ownership of the Company until the Client has paid all the amounts owed to the Company in full, including any interest and compensation.

## **Article 7 – Confidentiality and intellectual property**

7.1. The Client undertakes to respect the confidential nature of the designs, descriptions, technical documents and other confidential information provided by the Company.

7.2. All inventions, know-how, plans, software, designs and trademarks shall remain the exclusive property of the Company or its suppliers and shall be protected by intellectual property rights or other property rights.

## **Article 8 – Liability associated with the Products**

8.1. The Client undertakes to inspect each Product delivery carefully and thoroughly and to check upon delivery the quantity of Products delivered and their compliance with the Contractual Specifications.

3.2. Irrespective of whether or not the Client has verified the Products, all complaints relating to the quantity of Products delivered or apparent Product defects must be notified to the Company in writing within a maximum of 7 (seven) Working Days from delivery of the Products and in all events prior to their industrial use and/or assembly. The Client may no longer avail of this option upon expiry of the

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deadline. In all events, the Company shall only be bound to replace the Product acknowledged as being non-compliant to the exclusion of damages.

Products may not be returned to the Company without the prior agreement of the latter.

8.3. The Company shall be accountable towards the Client of all hidden Product defects within 7 (seven) Working Days of their disclosure. This guarantee shall run for 1 (one) year from the delivery of the Product (except when the Product is not manufactured by the Company in which case the guarantee period shall be the one granted by the supplier).

8.4. Subject to compliance with the terms set forth in Article 8.3., the Company shall guarantee the repair or replacement of Products which have been acknowledged as being defective by the technical services of the Company to the exclusion of all damages. The fulfilment by the Company of this obligation shall not have the effect of extending or renewing the initial term of the guarantee provided for in Article 8.3.

8.5. In accordance with Articles 1641 to 1649 of the Civil Code, the Company shall only be responsible for hidden defects according to the legal requirements. Therefore, the Company shall not be responsible for a hidden defect whose totally undetectable nature it has proven.

8.6. Neither shall the Company be responsible for the following defects:

- Scratches, splinters or marks on the equipment casing which were not identified at the time of delivery, except in the case of material defects acknowledged by the technical services of the Company;
- Defects resulting from normal wear and tear;
- Defects resulting from a handling error by a user;
- Defects resulting from incorrect Product assembly, except for the part of the Product assembled by or under the responsibility of the Company;
- Defects resulting from insufficient or non-existent Product maintenance (without prejudice to the responsibilities assumed by the Company on the basis of maintenance contracts);
- Defects resulting from the addition of accessories or other elements which do not comply with the technical specifications for Products supplied by the Company;
- Defects resulting from assembly, dismantling or repair work carried out by an unqualified person or with parts which have neither been supplied nor approved by the Company;
- Defects resulting from Product use which does not comply with the Company's instruction booklet.

8.7. If the Products are purchased by the Company from other manufacturers, the Company shall not offer other guarantees or more extensive guarantees for the Products which it delivers than those offered by its own suppliers or the Product manufacturer.

## **Article 9 – Liability of the manufacturer with respect to defective products**

9.1. In the case of Products which are either manufactured by the Company or sold under one of its trademarks, the Company shall not be liable for damage caused by a defect in these Products in accordance with Article 10 §2 of the law of 25 February 1991 relating to liability associated with defective products if the damage was caused both by a Product defect and a fault on the part of the victim or a person for whom the victim is responsible. The Company shall not be held responsible under any circumstances if its Products have not been used according to their purpose and the usage conditions provided to the Client or conditions which are normal for the type of product concerned.

9.2. If the Client wishes to resell the Products, he undertakes to restrict the liability of the Company in the contract concluded with the purchaser in accordance with paragraph 9.1. of these general terms.

## **Article 10 – Limitations of liability**

10.1. Regardless of the seriousness of the fault, including serious misconduct with the exception of fraud, the maximum aggregate liability of the Company for all damage stemming from the Product or linked in any way whatsoever to the latter shall be limited, irrespective of the legal grounds and within the limits authorised by law, to an amount equivalent to the compensation actually paid by the Client for the relevant Products delivered within the framework of the Contract. No other damage shall be payable by the Company. The Company shall not be held responsible under any circumstances for any indirect or consequential damage.

10.2. The Company shall not be held responsible under any circumstances for faults or delays in the fulfilment of its obligations as

a result of a force majeure event. If the Company is affected by a force majeure event, it shall notify the Client in writing of the force majeure event and its expected effects. If said force majeure event continues for a period of more than 3 (three) months following the notification referred to above and is not likely to be settled, the Client may terminate the Contract by written notification to the Company by sending a registered letter with acknowledgement of receipt.

10.3. The limitations of the liability of the Company provided for in the previous paragraphs shall also apply to the liability of its employees, board members, staff, appointees, consultants, subcontractors, representatives, suppliers and deliverers.

## **Article 11 – Assignment**

The Client shall neither assign nor transfer any of its rights or obligations associated with the Contract, in part or in their entirety, to a third party without the prior written agreement of the Company. All assignments or transfers completed without the prior written agreement of the Company shall be deemed null and void. The Company reserves the right to assign its debts to factoring companies. In this case, the assigned debtor shall be notified in accordance with the stipulations of Article 1690 of the Civil Code by means of an assignment notification affixed to the invoice.

## **Article 12 – Unilateral cancellation**

Without prejudice to Article 4.9., the Company may lawfully cancel the Contract at any time if the Client seriously violates his contractual obligations without prejudice to any other rights and damages. This cancellation must be preceded by formal notification by registered letter to which no response has been provided for 7 (seven) Working Days.

The Company may cancel the Contract in accordance with the provisions above:

- In the event of a delay in the payment of an invoice which is overdue by more than 30 (thirty) calendar days;
- If the Client fails to order the minimum Product quantities provided for in the Order Confirmation.

## **Article 13 – Final provisions**

13.1. The Contract shall be governed by Belgian law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 11/04/1980).

13.2. The German version of these general terms shall always take precedence over the versions of these general terms in other languages.

13.3. If one of the provisions of the Contract is considered to be illegal, invalid or unenforceable, in part or in its entirety, in accordance with the applicable law, this provision shall be deemed to be excluded from the Contract. The legality, validity or enforceability of the rest of the Contract shall not be affected. Each party undertakes immediately to negotiate in good faith a valid replacement provision with an equivalent or similar economic effect.

13.4. Any disputes concerning the conclusion, validity, interpretation, execution or termination of this Contract shall come within the exclusive competence of the courts of Eupen, Belgium.

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