

Pelter Pressing – General sales conditions

Article 1: Definitions

The following concepts have the following meaning:

1.1 Services:

Work to be carried out by supplier for client

1.2 Goods:

By supplier to client supplied physical objects

1.3 Supplier:

PELTER PRESSING, located at Stuifzandstraat 30, 3900 PELT

1.4 Client:

The supplier's counterpart

1.5 Agreement:

The written agreements between the client and supplier concerning the supply of goods and/or services.

Written:

In these conditions, electronic data traffic is equate to written documents

1.6 Conditions:

These terms and conditions of sale

Article 2: GENERAL

2.1 These general terms of sale apply to all agreements, applications, offers and contracts, in any case, with regard to the supply of goods and/or services by supplier to the client. These terms and conditions are an integral part of any agreement concluded between us and our customers.

2.2 The customer's terms and conditions are explicitly rejected

2.3 Each order shall, by the customer, imply an unconditional, exclusive and complete recognition of these terms and conditions notwithstanding any contradictory provision in the customer's terms and conditions of any kind. Otherwise, conditions or agreements are only valid after our express and written acceptance.

2.4 Each contract is subject to our written confirmation of the order. This confirmation determines the mutual rights and obligations relating, among other things, to the supply. The delivery is strictly limited to the goods and/or performance described in the agreement. Any derogation requires a written commitment. The customer accepts all costs resulting from any desired changes or cancellation after the conclusion of the agreement.

2.5 Supplier is not required to accept orders or to respect agreements already concluded, in the event of force majeure, production stop, production reduction, strike, damage to production facilities, non-delivery or late delivery by our suppliers, government measures and other unforeseen circumstances of a similar nature as well as all the consequences of such events and conditions. Failure to accept orders or respect existing agreements due to the circumstances described above does not give the customer any right to cancel any order, nor to refuse receipt or payment of the goods and/or benefits, nor any form of compensation.

2.6 Unless otherwise agreed in writing, all tenders, plans, sketches and general, all technical documents made available in any way shall remain our property and may not be reproduced or disclosed to third parties. In case an agreement is not concluded, the above information should be returned immediately to our first request.

Article 3: PRICES

3.1 Our prices are set on the basis of the prevailing prices during the conclusion of the agreement.

However, we expressly keep the right to amend them if the material costs or any other determining price have undergone a meaningful increase after the conclusion of the agreement.

3.2 Our prices do not include VAT and are set on the basis of ex. Works delivery. Packaging, transport, any insurance, taxes and customs duties are not included and therefore charged to the customer.

Article 4: DELIVERIES

4.1 The delivery period has been determined subject to all unforeseen circumstances beyond our will and the situations and events as described under Clause I.3 of these terms and conditions. Respect for delivery times presupposes that the customer has fulfilled all his payment obligations.

4.2 Exceeding a delivery period does not entitle the customer to cancel his order(s) or to refuse receipt or payment of goods or benefits, nor to any form of compensation.

Article 5: TRANSPORT

5.1 Our goods are transported on behalf of and at the risk and danger of the customer. They are deemed to have been delivered and accepted as soon as they are loaded into or on means of transport.

5.2 If there are delays or damage seen during transport, the customer must immediately lodge a complaint with the relevant forwarder and, if necessary, claim compensation in proportion. However, such a claim for compensation does not absolve him of any obligation to pay against us.

5.3 The customer is required to accept the delivery from the moment the goods are ready for expedition, if not we will be authorized to invoice the goods ex-factory and store it at random at the customer's expense and risk.

Article 6: PAYMENT CONDITIONS

6.1 If the payment terms were not laid down during the conclusion of the agreement, the customer will accept the payment terms as indicated on our invoice. Subject to express and written differentiating agreement, all invoices can be paid net no later than 30 days after invoice date.

6.2 The customer cannot make any objection that was not recognized by us in order to obtain deferral of payment or to settle all or part of the invoice recoverable.

6.3 In the event of non-payment of our invoice at maturity, the amount of it will be increased by law and without notice with the bank interest equal to the interest rate of a minimum discount rate of the National Bank of Belgium for non-domiciled securities. All costs for the collection of an unpaid invoice are at the customer's expense. In addition, any expired invoice not paid within 8 days of default (any form of payment reminder applicable as default) should be increased by 10% in the title of a flat-rate and without prejudice to a penalty clause.

6.4 If the customer's assets deteriorate or we are known to reduce his creditworthiness, all our assets will be immediately recoverable independently of the respective expiry dates, while retaining all existing agreements. In addition, in such cases, we are entitled to a change in terms of delivery or cancellation of all current orders.

Article 7: RESERVATION OF OWNERSHIP

7.1 All goods and services remain our exclusive property until complete settlement of the invoice or other current account receivables.

The acceptance of this clause follows the tacit consent of the customer with these terms and conditions. Each customer is required to make these terms and conditions accountable to his own contractors who undertake not to assert any rights or obligations other than those specified in these terms and conditions.

7.2 The customer will take care of the goods from the time of delivery i.e. the transfer to the forwarder; he is therefore responsible for any damage or loss.

7.3 If the customer fails to fulfil any contractual obligations of any kind, such as for example, failure to pay an expired invoice on the scheduled date will be authorized to claim the goods in question through a summary proceeding. In the event that they have already been transferred to third parties, we will be able to claim the right of ownership or, in the event of default, the amount of the price plus interest and costs.

Article 8: COMPLAINTS

8.1 (a) Within the limits of the amounts invoiced, we give a 6-month guarantee on our goods for deviations on the contractual specifications.

(b) However, our guarantee is only valid to the extent that the delivered goods were stored, installed and processed in accordance with the rules of art and all applicable laws, standards and regulations. Any deviation from this absolves us of all responsibility.

(c) Moreover, the customer may only claim a guarantee provided that he has fulfilled all his contractual obligations and in particular his commitments.

8.2 (a) Our warranty is limited to the free replacement or repair by our concerns of the defective goods we recognize. Claims will never exceed the invoice amount of the goods delivered.

(b) Any other complaints or claims for damages or compensation are excluded, whatever the legal or other grounds on which they are based.

(c) If the customer himself, third parties or those in advance in cooperation reworks or recovers the goods without our prior and written agreement, we will be immediately and completely dismissed from any guarantee obligation.

Article 9: VALIDITY CLAUSE

9.1 The invalidity, for whatever reason, of any of these terms and conditions does not affect the validity of all other clauses. In case of inconsistencies or ambiguities, the content of the Dutch version is decisive.

Article 10: DISPUTES

10.1 In disputes, Belgian law applies.

Disputes between the parties will be resolved as far as possible through good consultation. If both parties do not reach a solution, all disputes arising from applications, offers, contracts and agreements, in any event, will be tried by the competent court in the district in which the supplier's company is located.