

GENERAL TERMS AND CONDITIONS OF SALE



1. SCOPE

Unless agreed otherwise in writing, the legal relationship between the Parties is exclusively determined by the special terms and conditions of sale and these general terms and conditions of sale, to the express exclusion of the Buyer's own purchasing conditions.

These terms and conditions of sale always take precedence over any general terms and conditions of the Buyer.

Even if the Buyer's terms and conditions include a provision to the same effect, these general terms and conditions will always take precedence over any such terms and conditions of the Buyer.

All stipulations are interpreted in favour of the Seller in every respect.

2. ORDER

All offers and quotations issued by the Seller's sales staff and/or other agents, and the contents of any of the Seller's publications, are binding only after the Seller has expressly confirmed the order in writing and in accordance with the contents of this written order confirmation.

This order confirmation contains the entire agreement between the Parties and replaces all previous oral or written agreements and arrangements between the Parties.

3. PRICE

All taxes, VAT, duties, insurance premiums and/or levies of any nature relating to the goods supplied, including new taxes, duties, insurance premiums and levies that are introduced after the agreement is concluded, are payable in full by the Buyer.

The prices are calculated based on the economic conditions at the time of the offer and depend on the prices of the Seller's suppliers, the exchange rates and the rate of duties for imports into Belgium. If the economic circumstances change substantially, the Seller may adjust the selling prices for the Buyer to bring them back into line with the price based on the economic circumstances that existed when the offer was prepared.

The Buyer declares to have been informed that if the transit declaration is not completed or handed over, or there is insufficient proof of actual transport to another EU Member State, Fepco reserves the right to subsequently charge the applicable VAT on the delivery of the goods. If appropriate, Fepco will also subsequently claim the VAT, VAT penalty and interest under the tax administration's revised assessment from the Buyer, if the tax administration subsequently finds that the proof of exemption is insufficient.

4. DELIVERY

The object of the Seller's delivery obligation is described in the order confirmation. The Seller's obligation to deliver is strictly limited to this object.

The Buyer acknowledges the quality descriptions on the order confirmation that determine the Seller's delivery obligation and, in the absence of such descriptions, having requested sufficient clarification from the Seller before placing the order.

The delivery periods are specified in the order confirmation and are approximate. Any specified delivery period is for informative purposes only. The information provided by the Seller regarding the shipment and progress with the shipment of the goods is informative and does not bind it.

Any delay in delivery does not entitle the Buyer to claim compensation or to legally cancel the order.

The goods are delivered in accordance with Incoterms version 2010, as stated in the order confirmation. In the absence of a specified Incoterm in the order confirmation, delivery will be made CFR Antwerp Port.

Unless explicitly excluded in the order confirmation, the Seller may proceed with partial shipments.

The Buyer must take receipt of the goods delivered by the Seller at the agreed time, or at the time specified by the Seller if delivery is delayed. If the Buyer does not take receipt of the goods, it will owe an amount of €10.00 per m³ per month during the delay period for storage costs by operation of law and with no notice of default.

If the Seller has justified doubts about the Buyer's creditworthiness at any time, it expressly reserves the right to demand advance payment or other securities for deliveries still to be made, even if all or part of the goods have already been shipped. The Buyer's refusal to agree to this entitles the Seller to terminate all or part of the agreement, without the Buyer being entitled to compensation.

5. INSPECTION AND ACCEPTANCE

The Buyer must examine and/or have the delivered goods examined with the necessary care immediately after receipt. Complaints, comments or disputes relating to the delivered goods must be submitted to the Seller by registered post within five working days of receipt of the goods, with a detailed and exhaustive list of the complaints, comments or disputes.

Immediately upon delivery, the Buyer must 1) inspect the goods for conformity and visible defects, and 2) check the quantity delivered. Any non-conformity or defect must be reported at the time of delivery. Any dispute raised by the Buyer relating to quality or quantity will be considered only if it is made by registered letter and/or e-mail within 48 hours of delivery, at the risk of the Buyer otherwise forfeiting its rights. All faults and defects must be substantiated with clear photographs. Samples and/or specimens of the delivered goods must be provided to the Seller so it can investigate whether the complaints are justified. The Buyer must keep the goods in respect of which it has raised a complaint in its possession until the complaint has been fully settled extrajudicially or judicially. If the Buyer no longer has the goods in respect of which the complaint has been made in its possession, it loses any possibility to make a complaint to the Seller.

If the goods are collected, any defect or non-conformity that is not precisely stated on the freight document will be deemed definitively covered and the product definitively accepted.

6. QUANTITY TOLERANCE

Subject to mandatory legal provisions or the words '*exact loading*' specified on the order confirmation, the quantity indicated may be increased or decreased by a maximum of 10% if this is required because of the available transport capacity or to avoid the destruction or damage of the goods during transport.

7. GENERAL WARRANTIES AND LIMITATIONS

The Seller generally warrants the soundness of the goods it delivers in accordance with the rules stated below.

If the Seller provides an inspection body and/or a mill test certificate relating to the quality and quantity at the place of origin, the findings included in these inspections and/or certificates will be regarded – subject to any applicable reinspection rules – as final and conclusive.

In the absence of findings of an inspection body, certificates or in respect of all matters not included in these documents, the Seller warrants that these goods are of marketable quality at the time and place of shipment and are in accordance with the specifications and tolerances set out in the order confirmation.

However, the Seller does not warrant that the Buyer will be able to use the goods as intended. It is up to the Buyer to determine whether the goods are suitable for the intended use, the intensity of that use or the service life, and the corresponding maintenance to be performed on the purchased goods, for which purpose the Buyer must determine the suitability of the goods and their technical characteristics, depending on its chosen use. The Seller is in no way liable in this regard.

If a purchased item is used for an application for which it is not suitable, there is no warranty from the Seller.

The Buyer may no longer invoke a warranty or claim a further warranty if it has transformed, altered, sawn, adapted or processed the goods in any other way. In this case, the Buyer loses any right to a warranty.

The Seller's liability for the goods it delivers is limited to hidden defects that manifest themselves within one year of delivery of the goods.

The Buyer must file any complaint about these hidden defects to the Seller, or risk otherwise forfeiting its rights 1) by registered letter, immediately and within no more than five days after discovering the defect or non-conformity; 2) this notice must contain a detailed description of the defect; 3) the Buyer must give the Seller the opportunity in the notice to inspect the goods in an unaltered form under reasonable circumstances; and 4) the Buyer must be able to prove indisputably that the goods originated from the Seller based on documents and identification data in the goods. The failure to comply with these rules will lead to the inadmissibility of the complaint.

The liability acknowledged by or established against the Seller is strictly limited to replacing the defective goods or crediting the corresponding invoice. The Seller's warranty obligation is strictly limited to the above. The warranty obligation will under no circumstances cover any indirect damage such as loss of turnover, loss of profit, etc. and the Seller's warranty obligation will never exceed the limits of its insurance cover.

Oral or written advice provided by the Seller is for informative purposes only. The Seller is liable only for advice for which it has charged a fee, which liability is then capped at the amount of the fee charged.

8. RETENTION OF TITLE

As long as the goods have not been paid, they remain the Seller's exclusive property.

If the goods are in the Buyer's possession, it must keep these goods so that they are clearly identifiable as the Seller's property.

Unless a different Incoterm is specified in the order confirmation, the risk of loss, damage or destruction of the goods passes to the Buyer when the order is placed.

The Seller's retention of title prevails over any competing claims. If one Party is declared insolvent or another form of competing claims occurs, the reciprocal debts and claims of the Parties will be compensated up to the net result of this setoff and/or settlement, which will be payable by one or the other Party.

9. PAYMENTS

All invoices are payable on the specified due date and, if no such date is specified, 15 days after the invoice date. Payment must be made at the Seller's registered office.

The Seller reserves the right to invoice its goods as and when they are delivered, such as in the case of a partial shipment.

The Buyer must give written notice of complaints, comments or disputes relating to the invoice by registered letter within five working days of receipt.

Agreed interest at 10% per annum will be added to each unpaid invoice, from its due date, by operation of law and with no notice of default. Fixed compensation of 10% of the outstanding invoice amount will also be added by operation of law and with no notice of default to each unpaid invoice.

The Buyer's failure to pay a single invoice by the due date, or to comply with any other obligation, makes the outstanding balance of all the Seller's other invoices, even if not yet due, immediately payable by operation of law.

The Buyer expressly may not apply setoff against the Seller's sales invoices.

Complaints about defects or non-conformity do not suspend the Buyer's payment obligation.

The Parties expressly agree that the provisions of this article constitute an express avoidance clause. Notwithstanding its right to compensation, the Seller reserves the right to terminate or cancel this contract at any time, by means of a registered letter to the Buyer, if the Buyer fails to pay a single invoice by its due date, protests a bill of exchange, petitions for protection from its creditors, requests a deferment of payment, even unofficially, or if any other fact demonstrates the Buyer's inability to pay.

10. FORCE MAJEURE

The Seller is released by operation of law and not obliged to fulfil any obligation towards the Buyer if force majeure occurs. Force majeure means a situation in which all or part of the Seller's performance of the agreement, whether temporary or not, is prevented by circumstances beyond its control, even if this circumstance could already have been foreseen when the agreement was concluded. Force majeure includes but is not limited to depleted stock, delays in or failure to deliver by the Seller's suppliers, destruction of goods as a result of accidents, machinery breakdowns, strikes or lockouts, fire, riots, war, epidemics, flooding, high absenteeism due to illness, electrical, IT, internet or telecommunication faults, government decisions or interventions (including a refusal to grant or cancellation of a permit or licence), fuel shortages and faults or delays attributable to third parties. In case of force majeure, the Seller's obligations are suspended.

11. BREACH

If the Buyer is in attributable breach of one of its obligations, the Seller may decide, notwithstanding the other remedies mentioned in these general terms and conditions, with no prior notice of default or judicial authorisation and at its discretion, either:

- a. to withhold all the Buyer's goods, still in the Seller's possession, to further guarantee fulfilment of the Buyer's obligations;
- b. to suspend its own obligations until the Buyer's failure to perform is remedied; or
- c. to terminate the agreement extrajudicially, as a result of which the Buyer will have to pay fixed compensation of 30%, notwithstanding the Seller's right to prove its actual damage.

All obligations between the Parties are deemed to form part of one and the same indivisible agreement, even if this agreement is performed in successive instalments, is established by means of different, successive order confirmations, and/or is charged by means of successive invoices.

12. DISPUTES

This agreement is governed by Belgian law, excluding the UN Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980. The Antwerp Enterprise Court, Hasselt division, has exclusive jurisdiction to deal with any disputes.