

GENERAL SALES AND DELIVERY CONDITIONS of the Coomans Trade Import BVBA (hereafter: CTI) established at Frans De Schutterlaan 11, 2850 Boom, Belgium, registered at the Crossroads Bank for Enterprises under the number 0637.833.594.

## **Article 1 – General**

1.1 The current General Terms and Conditions (hereafter: Conditions) are applicable to all offers, assignments and/or agreements between CTI and the Purchasers and Suppliers of CTI, regarding the sale and delivery of goods and/or the providing of services and the execution thereof. Derogations from or modifications of current Conditions have to be confirmed by CTI in writing and shall only apply for the concerning offer/assignment/agreement.

These Conditions are automatically applicable to each offer accepted by the Purchaser. They are also automatically applicable to all orders accepted by Suppliers of CTI, regarding the provisions that specifically apply to the Suppliers.

1.2. “Purchaser” means each (legal) person to whom CTI provides the delivery of goods and/or services, including its legal representatives, authorised representatives, successors in title and inheritors of the aforementioned.

“Supplier” means each provider to whom CTI submits orders for the delivery of goods and/or services, which includes its legal representatives, authorised representatives, successors in title and inheritors of the aforementioned.

1.3. These Conditions take priority over the potential general and/or other conditions of the Purchaser, even if these stipulate they are exclusively applicable.

These Conditions also take priority over the potential general and/or other conditions of the Suppliers of CTI, even if such conditions stipulate being exclusively applicable.

1.4 Derogations from these Conditions are only possible after prior and explicit written consent of CTI. The Conditions remain applicable in other respects not covered by the derogation.

1.5 The provisions of the United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods are applicable to all offers, assignments and/or agreements between CTI and Purchasers which fall under the scope defined by Article 2 of the convention, insofar the current Conditions do not derogate from those provisions.

## **Article 2 – Agreement and modifications**

2.1 An order placed by the Purchaser shall be considered as irrevocable by CTI.

2.2 Towards Purchaser who placed an order with CTI, CTI is only bound upon confirmation of the order in writing by CTI within 3 days after reception of the order to delivery, or if CTI has begun the execution of this order. CTI explicitly reserves the right to determine the delivery date in the aforementioned confirmation. For activities / deliveries the nature and scale of which do not require an order confirmation to be sent, the invoice will be considered as an order confirmation, which will be deemed to reflect the agreement in a complete and just manner.

2.3 The by Purchaser desired modifications in the execution of the assignment, after placing the order, must be communicated by Purchaser to CTI in good time and in writing. Such modifications will only be binding for CTI if these agreements / commitments are confirmed by CTI in writing. In case of orally or telephonically communicated assignments and/or modifications in the execution hereof, Purchaser will bear the risk of the non-execution or incorrect execution thereof.

2.4 Modifications of an order placed by Purchaser, irrespective of the nature, which entail an increase of costs in comparison to the expected costs based on the price offer originally provided by CTI, shall be borne by Purchaser. In the case where such modifications imply a decrease of costs, Purchaser cannot acquire any right to a reduction of the purchase price. CTI can, however, decide at its own discretion that the modifications result in a reduced purchase price.

2.5. Modifications made may result in an extension of the delivery period indicated by CTI before the modifications. Purchaser cannot call upon this to the detriment of CTI.

2.6 Assignments, order confirmations or other correspondence through e-mail and/or signed fax is accepted by the parties as legally binding correspondence.

### **Article 3 – Offers and price offers**

3.1 All offers of CTI are non-binding, unless the offer expressly states otherwise.

3.2 Descriptions and prices in offers are communicated with reservation and are only for indicative purposes. Purchaser cannot acquire any right from possible errors in the offer, if Purchaser should have, in all reasonableness and fairness and according to general practice in commerce, understood that the offer, or a component thereof, contained an obvious error or misspelling.

3.3 The offers of CTI are drafted based on information and specifications provided by Purchaser. Offers are based on production and delivery within normal terms and under normal circumstances.

3.4 All prices are excluding VAT and other charges imposed by public authorities, which will always be borne by Purchaser.

3.5 CTI is entitled to adapt prices agreed upon, if altered market prices and/or price increase implemented by suppliers or other developments, such as alteration in raw material price, material price and labour costs, government measures, exchange rates, taxes, rights, levies etc. justify this. CTI will notify Purchaser of this eventual increase in price in writing. If the increase of prices takes place within three (3) months after conclusion of the agreement and amounts to more than ten (10) % of the original price, Purchaser has the right to invoke the termination of the contract in writing, within ten (10) days after the mailing of the written notice as referred to in the previous sentence, in absence of which he is deemed to agree with the increase of price.

### **Article 4 – Packaging**

4.1 Unless expressly confirmed in writing otherwise, the goods – if necessary and solely to be assessed by CTI – will be equipped with a packaging in which they are usually traded.

4.2. Unless expressly otherwise agreed upon by Purchaser, CTI does not take back the packaging, unless in the event of packaging consisting of special transport trolleys, crates or bags. These means of packaging will always be recovered by CTI and Purchaser must keep these packaging materials at the disposal of CTI. The method of conservation will be specified by CTI.

### **Article 5 – Delivery**

5.1 Notwithstanding article 2.2, the delivery date is jointly set by CTI and Purchaser. If CTI indicates a term of delivery, it will only be indicative and will not entail any guarantee.

5.2 Mentioned terms of delivery will merely be indicative and don't impose any result commitment on CTI. In the case where a delay occurs, for whatever reason, the term of delivery will be prolonged with the length of the delay.

5.3 Unless expressly confirmed in writing otherwise – i.e. in the order confirmation by CTI – and notwithstanding article 7 of current Conditions, goods are considered to be delivered at Purchaser as soon as they are prepared for shipping or transport at CTI, and Purchaser has been notified in writing of this (Ex Works, Incoterms 2020), and Purchaser has met his payment obligation. From the moment of delivery onwards, the delivered is for account and risk of the Purchaser.

5.4 Transport of goods is for account and risk of Purchaser, unless expressly confirmed in writing otherwise. Purchaser is obligated to receive the goods on the announced day. In the event of non-compliance with this obligation, CTI will store the goods, or let them be stored, in its warehouse or elsewhere. Purchaser will bear the additional costs for such storage.

5.5 CTI is entitled to deliver the goods in parts. Each partial delivery, which also includes the delivery of goods of an assembled order, can be invoiced separately. In such a case, payment must take place in accordance with article 6 of current Conditions.

#### **Article 6 – Payment**

6.1 Payment by Purchaser must be made at the latest within the period of 21 days after the invoice date, by bank transfer of the amount due on the bank account as mentioned on the invoice, unless otherwise expressly agreed and confirmed in writing in the order confirmation as mentioned in article 2.2.

6.2 CTI ensures a timely invoicing. Partial invoicing is possible at any given time, unless it was expressly excluded in writing.

6.3 If Purchaser does not comply with the payment obligation as set out in article 6.1 of current Conditions, CTI will have the right to completely or partially terminate or suspend the agreement with Purchaser. In case of termination or suspension under this provision, Purchaser will be exclusively liable for the damage, suffered and to be suffered, by CTI. Furthermore, Purchaser – without prejudice to CTI's remaining rights – owes a monthly interest of one (1) % on the (remaining) invoice amount, as from the due date and until the moment of full payment of the invoice amount, as well as a flat-rate indemnity of 10 % of the amount due in principal. CTI will then be entitled to claim immediate payment of all unpaid invoices as well as to suspend all further deliveries until the full payment of the entire invoice amount, or until sufficient collateral is provided.

6.4 All legal and extrajudicial costs CTI has to incur as a consequence of the non-compliance by Purchaser with its payment obligations, will be borne by Purchaser.

All legal and extrajudicial costs CTI has to incur as a consequence of the non-compliance by the Supplier with its obligations, will be borne by Supplier.

6.5 Payments made by Purchaser will always firstly serve as settlement for all costs and interests due and subsequently the collectable invoices, the longest open invoices first, even if Purchaser imputes payments on invoices of a later date.

**Article 7 – Retention of title**

7.1 All delivered and to be delivered goods retain property of CTI, until full payment of all claims that CTI has or will obtain against Purchaser, covering goods delivered..

7.2 As long as property has not been transferred to Purchaser, he may not pledge the goods or grant rights to the goods to third parties, except within the ordinary course of its business. The Purchaser commits himself to cooperate at the first request of CTI with the establishment of a pledge on the claims that Purchaser obtains or will obtain on his own purchasers pursuant to the further supply of the goods.

7.3. Purchaser is obligated to preserve the goods delivered under the retention of title with the required care and as the recognisable property of CTI.

7.4 CTI is entitled to claim back the goods delivered under the retention of title, which are still present at the Purchaser's premises, if Purchaser is in default of his payment obligations, finds himself in payment problems or risks payment problems. Purchaser will grant CTI free entry to its premises and/or buildings to inspect the goods and/or to exercise the rights of CTI.

7.5 The abovementioned in the articles 7.1 until 7.4 shall be entirely without prejudice to the other rights of CTI.

7.6 In case of non-payment on the due date, the sale agreement with CTI will automatically and without notice be considered null and void. The goods remain the property of CTI until full payment of the price. All risks will be borne by Purchaser. Advanced payments received will be retained by CTI to compensate for possible losses incurred in the case of resale.

**Article 8 – Obligations Purchaser**

8.1 Purchaser will ensure that CTI is provided in due time with all the required information and relevant specifications applicable to the agreement concerned, needed in the execution of this agreement.

8.2 If the start or the progress of the execution of the agreement is delayed by factors imputable to Purchaser, the damage and costs incurred by CTI shall be borne by Purchaser.

**Article 9 – Non-conformity**

9.1 Purchaser has the obligation to thoroughly control the goods upon their arrival and to verify their conformity.. If the goods, in the view of the Purchaser, in terms of their nature, quantity or quality do not meet de agreement, Purchaser must immediately after the receipt of the goods notify CTI of this in writing. CTI will in no case accept complaints made after the period of ten (10) working days after delivery of the goods. CTI can not be held liable in the event of belated complaints.

9.2 If, with due regard to the provisions of article 9.1, the complaint is found to be justified by CTI, CTI can only be held to replace the goods regarded by the complaint, free of charge, or to reimburse Purchaser, this at the choice of CTI, and without being required to pay any indemnity or any compensation.

9.3 Any claims made by the Purchaser based on this article do not relieve him from his payment obligations towards CTI and all other commitments and provisions laid down in current Conditions in this respect remain applicable in full force and effect.

#### **Article 10 – Return of delivered goods**

10.1 All goods shipped by CTI to Purchaser may only be returned to CTI upon explicit and written consent of CTI and under the conditions set forth by CTI .

10.2 Costs of such return of goods shipped by CTI to Purchaser will be borne by Purchaser, with the exception of the costs of return for defected goods, which CTI is knowledgeable about, and which are covered by the warranty or defects for which CTI is liable.

#### **Article 11 – Guarantee**

11.1 CTI provides guarantee in the event of non-compliant delivery under the conditions as prescribed by article 9.

This guarantee is limited to a period of 10 days after delivery and is limited to either the replacement of the found non-compliant goods, either the crediting of the purchase price of the non-compliant delivered goods, this at the choice of CTI.

11.2 CTI will in no case be bound to provide guarantee if the defect or non-compliance is the result of the own negligence or carelessness of the Purchaser, this including the negligent treatment, preservation or storage of the delivered goods.

#### **Article 12 – Liability**

12.1 CTI's liability is limited to the compliance with the guarantee stipulated by article 9 and 11 of current Conditions. Any enhanced or other liability for non-compliant performance or other shortcoming of CTI, or for any (consequential) damage to Purchaser or third parties, of whatever nature (except for intent or gross negligence), is explicitly excluded. CTI's liability is at all times limited to the amount which its insurance is willing to pay in the case concerned.

12.2 Purchaser is obligated to indemnify CTI for all claims from third parties enlisted by Purchaser, and seeking compensation from CTI with regard the execution of the agreement, except in the event of intent or gross negligence on the part of CTI. Furthermore, Purchaser is obligated to indemnify and compensate CTI for claims of third parties enlisted by Purchaser, in relation to or resulting from the use by Purchaser of the goods delivered or services provided by CTI.

12.3 Possibly addressed employees of CTI can invoke the provisions of this article, as if they were party to the agreement between CTI and Purchaser.

#### **Article 13 – Intellectual and industrial property**

13.1 CTI reserves all intellectual and industrial property rights regarding all offers made by CTI, as well as the involved software produced or provided, descriptions, models, drawings and such, including the relevant included or underlying information.

13.2 Purchaser ensures that the above stated in article 13.1, is not reproduced, published, stored or otherwise used without the written consent of CTI, except when necessary for the execution of the agreement.

13.3 All signs, graphic symbols, labels and such, whether or not protected by intellectual or industrial property rights, that are on, in or attached to the goods delivered by CTI, cannot be altered, removed, copied or used for other purposes by Purchaser without CTI's consent. Purchaser is obligated to impose this clause as a third party clause on his buyers.

#### **Article 14 – Collateralisation**

14.1 If CTI has any reason to believe that Purchaser will not be able to comply with the obligations under the agreement, Purchaser is compelled to, on the first request of CTI, pledge collateral for the fulfilment of its obligations under agreements carried out by CTI or agreements which still have to be fully or partially carried out, in the manner specified by CTI.

#### **Article 15 – Suspension, termination, force majeure**

15.1 If Purchaser in a way fails to comply with its obligations towards CTI, as well as in the event of request of postponement of payment, obtained (temporary) postponement of payment, bankruptcy petition, declaration of bankruptcy, liquidation, cease of (part of) business of Purchaser, CTI is, without prejudice to its remaining rights and without any obligation to compensation, entitled to, without notice: - suspend the execution of the agreement until payment by Purchaser of all amount due to CTI is entirely secured; and/or – suspend its own possible payment obligations; and/or – terminate each agreement with Purchaser fully or partially; all notwithstanding the obligation of Purchaser to payment of the already delivered goods and/or provided services, without prejudice to all other rights of CTI, including the right to compensation.

15.2 In case of impediment of contract execution by CTI due to force majeure, CTI is entitled to, without judicial intervention, suspend the execution of the agreement, or fully or partially terminate the agreement, without being bound to compensation.

15.3 Force majeure means each circumstance, independent of CTI's will, as a consequence of which the execution of the agreement is permanently or temporarily impeded, including but not limited to , war, risk of war, civil war, riot, strike, fire and every other disturbance in business of CTI or its Suppliers.

Is also considered as force majeure any event where, due to the omittance by CTI's own suppliers to deliver timely, CTI is not able to deliver itself timely goods to the Purchaser in execution of the agreement with Purchaser. .

Force majeure also includes every situation in which CTI, for whatever reason, is not able to comply with its commitments, agreements and confirmed orders in regard to its Suppliers or of the execution thereof by CTI is seriously and excessively impeded or hindered.

#### **Article 16 – Enlisting third parties**

16.1 CTI is entitled to, in its name and on behalf of Purchaser, enlist third parties in the execution of the agreement, if, in the view of CTI, there is reason to do so or when resulting from the agreement. The costs for the enlisting will be passed on to Purchaser in accordance with the supplied price offer.

16.2 Purchaser guarantees the quality of goods and services provided by third parties enlisted by Purchaser.

**Article 17 – Transfer of rights and obligation**

17.1 Purchaser may not transfer its rights and/or obligations resulting from any agreement with CTI to third parties or deposit them for collateral for third party claims, without the prior written consent of CTI.

**Article 18 – Applicable law, competent court**

18.1 Current Conditions as well as all legal relationships between CTI and Purchaser are governed by Belgian law.

18.2 To the extent not provided otherwise by law, courts of the judicial district of Antwerp are exclusively competent for all disputes arising from (the execution) of any agreement between CTI and Purchaser or Supplier, as well as disputes arising from (each provision of) current Conditions.