

## **LIST OF GENERAL TERMS AND CONDITIONS OF SALE (LGTCS)**

### **Applicability**

Only these terms and conditions apply to contracts in which Belgoprocess, hereinafter abbreviated as BP, provides goods or services to third parties, unless the agreement expressly provides for deviations and/or additions. An agreement could be (not exhaustive): a framework sales contract and/or a sales contract and/or an order and order confirmation.

### **Entry into force of an agreement**

An agreement enters into force only on the date of signature of this agreement by the contracting parties or of the order confirmation signed by BP.

An order received by BP is binding on the customer.

BP is only bound:

- by a contract signed by two statutory representatives;
- or by a quote signed by two statutory representatives, followed by a confirmation of an order conforming to the quote and signed by two internally appointed managers.

### **Implementation method for an agreement**

The implementation will be determined in the agreement concluded between the parties or in the quote/order.

The corresponding implementation is only guaranteed on the condition of the usual deviations.

### **Implementation period**

The delivery periods given in a quote are given only by way of information and are therefore in no way binding on BP.

### **Force majeure**

BP is excused from any responsibility or obligation to perform in the event of force majeure.

### **Acceptance of the delivery and complaints period**

Delivery is deemed to have taken place when BP has notified the customer of the completion of performance and the customer has not reported any non-conformity or apparent defect to BP by registered letter within 3 working days. Failing this, BP may consider any complaint inadmissible. Any claim for hidden defects must be made by the customer within two months of their discovery and at the latest within one year of delivery.

### **Warranty**

If there is any responsibility on BP's part, the customer will have to prove the damage in concrete terms. If the complaint is found admissible, BP's obligation is limited to remedying the damage. BP is in no way liable to pay any consequential damages. In addition, the effort or compensation by BP may not exceed the value of the performance sold.

### **Default of the buyer**

In the event of non-compliance with the customer's obligations, BP has the right to terminate its obligations. In addition, if a reminder sent by registered letter has not been addressed for 15 days, BP may consider this contract to be terminated in its entirety or in respect of the part not yet performed, without prejudice to its



right to compensation for 30% of the order or contract value as compensation for costs and loss of profit, without BP being required to prove the existence or extent of the loss.

### **Invoicing and payment**

Invoices will be drawn up in accordance with the contract or the quote. If invoicing takes place after delivery, the delivery date will be determined as set out in point 6. Invoices are payable to the bank account indicated *in accordance with the law of 2/8/2002 "on combatting late payment in commercial transactions"*. In the event of late payment, interest will be charged on the amount due as provided for in the law of 2/8/'02, at a minimum of EUR 125. A fixed compensation of 10% of the invoice amount is also due.

### **Interpretation and dispute resolution**

In the event of a problem of interpretation or a dispute, Belgian law will apply. Only the Corporate Court of Antwerp, Turnhout Division, has jurisdiction in the event of a dispute.