

1. APPLICABILITY OF GENERAL TERMS AND CONDITIONS OF SALE AND DISTRIBUTION

- Any quotations of, orders placed with, and deliveries made by WASE WERKPLAATS with regard to its customers shall be governed exclusively by these terms and conditions, insofar as said conditions are not explicitly deviated from in writing, and with the explicit exclusion of the customer's own general terms and conditions.
- Should one or several clauses of these terms and conditions be or become invalid, null or non-enforceable, such invalidity, nullity or non-enforceability shall have no effect on the validity of the other clauses. Any invalid, null or non-enforceable clauses shall then be replaced with other clauses reflecting as closely as possible said invalid, null or non-enforceable clauses in their intention as well as their contents.

2. QUOTATION, AGREEMENT AND PRICES

- The agreement with WASE WERKPLAATS shall be concluded only after WASE WERKPLAATS has confirmed the customer's order in writing or after the written and full acceptance of the quotation of WASE WERKPLAATS by the customer. In deviation of, and addition to the above, any delivery of goods by the customer shall also imply the customer's agreement to the quotation of WASE WERKPLAATS. The quotations of WASE WERKPLAATS shall be valid for one month from the date of quotation.
- The price shall include the explicitly stated works and materials only. WASE WERKPLAATS shall be entitled to adjust its prices by means of a written notice and immediately after such notice if the production costs or labour cost increases in the period between the placement of the order and the performance of the works. In such case the customer shall be entitled to cancel its order in writing without compensation, within eight days from the receipt of such written notice.
- Any order changes shall be agreed upon in writing and shall, unless otherwise decided, be charged as contractual work per hour.
- The prices stated in quotations, price lists and invoices shall be ex works in euros (€) and exclusive of VAT. As far as consumers are concerned, the prices shall be stated inclusive of VAT. The customer shall bear any and all costs and risks attached to the transport of the goods.
- Should the customer place an order for an amount smaller than 250.00 euros, administration charges amounting to 25.00 euros shall be charged by WASE WERKPLAATS.

3. TERM OF DELIVERY AND SERVICE

- The delivery dates and terms of execution stated by WASE WERKPLAAT shall be stated for information purposes only and shall not be binding. WASE WERKPLAATS shall not be liable for damages due to late delivery and/or late execution of work in any circumstances whatsoever, neither shall the former two events constitute a reason for cancellation and/or termination of the agreement by the customer. If an advance payment is agreed upon, the term of execution shall commence only after such advance payment has been paid.
- WASE WERKPLAATS shall especially, and without limitation to the above clause, not be held liable either for delays in delivery due to late delivery by the customer of the goods to be treated or processed. Force majeure shall mean *inter alia* (non-limitative), strike, war, lock-out, riot, mobilization, epidemic, illness, fire, change in transport rates, customs tariffs, government measures, in general, late delivery by the supplier, strike at the supplier's plant, bankruptcy of the supplier, shortage of manpower, shortage of fuel, destruction of machinery, weather conditions etc.
- Should the case arise, the term of delivery or execution shall be extended by the duration of the delay referred to under clause b. WASE WERKPLAATS shall inform the customer about such delays. The customer may, however, demand the termination of the agreement if the delay lasts more than three (3) months and insofar as the customer has given notice of default to WASE WERKPLAATS in advance, by registered letter, whereby the buyer shall grant WASE WERKPLAATS a reasonable additional term (at least 15 working days). In said case, WASE WERKPLAATS shall reserve the right to cancel the agreement. In none of the above cases whatsoever shall WASE WERKPLAATS be obliged to pay any damages.
- WASE WERKPLAATS cannot be held liable either for delays in delivery, due to the late delivery by the customer of the goods to be treated or processed.

4. RISK - TOTAL OR PARTIAL LOSS OF GOODS

WASE WERKPLAATS shall not be liable for the total or partial loss of the customer's goods to be treated which are in its possession, unless the customer provides the evidence that WASE WERKPLAATS has made a mistake. Such a mistake is not supposed to have been made by WASE WERKPLAATS.

WASE WERKPLAATS reserves the right to check the goods delivered by the customer still in detail (condition, numbers, etc) after receiving the same from the carrier, and to make remarks regarding differences with regard to the customer, despite the fact that the delivery by WASE WERKPLAATS was signed 'as conform' upon receipt of the goods from the carrier.

5. TRACEABILITY STANDARDS

The customer shall be bound to deliver the goods to be treated to WASE WERKPLAATS, fully in conformity with all the legal standards, including but not limited to auto control, obligation to report and traceability in the food chain / production chain.

- If the goods delivered by the customer are not in conformity with one of the aforesaid standards, WASE WERKPLAATS shall have the choice:
- either to do the useful itself to bring the goods into conformity with the aforesaid standards, whereby WASE WERKPLAATS shall be entitled to charge the costs thereof to the customer according to its usual rates.
 - or to return the goods to the customer with a view to having

the goods brought into conformity with such standards by the customer, in which case the customer shall be obliged to pay the transport costs on account of sending the goods to and from. The customer shall then be obliged to bring the goods into conformity with the legal standards within a term of two weeks. If the customer fails to do so, this shall be regarded by the parties explicitly as a serious default within the meaning of section 1184 of the Civil Code which entitles WASE WERKPLAATS to declare the agreement terminated at the charge of the customer, without any previous notice of default or without any previous appeal to the competent court concerned, without prejudice to the right of WASE WERKPLAATS to claim the damages provided for in article 7.

6. GUARANTEE AND GUARANTEE OBLIGATION

- The customer shall inspect the goods upon receipt to identify any possible non-conformities and/or defects. In the absence of such inspection, and/or reservation upon delivery, said goods shall be considered free of visible defects and conform with the order placed with WASE WERKPLAATS. WASE WERKPLAATS must be informed of any visible defects as well as any non-conform deliveries (including incomplete deliveries) within eight (8) days from the delivery of the goods, by registered letter, accurately specifying the complaint, in default whereof the delivery shall be regarded as conform and the goods as received in perfect condition. This presumption of conformity shall also apply if the customer has put the goods into use or caused the same to be put into use, or if the customer has sold, treated or processed the same. Hidden defects must be reported not later than within 14 days from the discovery thereof by registered letter, and the customer shall undertake to institute an action, if any, because of hidden defects, within three months from the discovery thereof, both of them on pain of extinction.
- The guarantee period for any and all defects shall in any case be limited in time to six months from the delivery, after which WASE WERKPLAATS can no longer be held liable.
- If all such conditions have been fulfilled and the complaint has been found well-founded, WASE WERKPLAATS can only be held to replace any defective goods or works by new ones or to repair the same. If such repair or replacement turn out not to be possible, the damages the customer may claim from WASE WERKPLAATS as a result of the faulty delivery shall anyhow be limited to the amount of the invoice referring to the defective goods or works, with a maximum of 5,000.00 euros.
- The customer shall not be allowed to replace or repair the defective goods or works himself and shall not be allowed either to have the same repaired or repaired by a third-party, unless after the written permission of WASE WERKPLAATS or after a judicial authorisation. Such replacement or repair shall always take place at the customer's risk and expense.

7. CANCELLATIONS AND TERMINATION OF AGREEMENT

Any customer cancelling an order, terminating an agreement, refusing to take delivery of the materials, refusing performance of the works ordered, or against whom the agreement is declared terminated (by WASE WERKPLAATS or by the competent court concerned), shall, however, owe fixed and irreducible damages amounting to 30% of the price of the order, without prejudice to higher damages (for instance for transport, storage and related costs or for tailor-made materials and furniture, such costs must be fully paid by the customer) except in cases of proven force majeure and under reservation of application of article 3c, should the case arise, 14 days after a demand for payment sent by registered post. Should said customer be a consumer, he shall be entitled to the same damages amounting to 30% at the charge of WASE WERKPLAATS, if the latter cancels the order unilaterally or if the agreement is terminated at the charge of WASE WERKPLAATS, the aforesaid nevertheless under reservation of the application of article 3c.

8. LIABILITY

Without prejudice to the legal provisions of public order or imperative law, WASE WERKPLAATS cannot be held liable for:

- accidental damage or damage as a result of force majeure (see article 3.b) or weather conditions.
- damage caused by unadjusted and/or improper use and/or lack of maintenance by the customer or by one of his appointees, employees or agents.
- damage caused by a mistake, whether intentional or not, or failure of a third party, or of the customer or one of his appointees, employees or agents.
- damage caused by mistakes, whether intentional or not, or negligence by one of its own appointees, employees or agents

In the cases mentioned under a, b and c the works performed and which were damaged, shall not be covered by the guarantee. In deviation from the above, WASE WERKPLAATS shall, however, be liable for damages towards customers who are consumers and shall be liable for its own intention, gross negligence or that of its appointees or agents.

WASE WERKPLAATS shall not be liable under any circumstances whatsoever for indirect, unforeseeable and/or consequential damages, such as (non-limitative) loss of income, loss of profit, loss of production, and personnel costs. WASE WERKPLAATS shall not be liable for damage to third parties and shall not be bound to indemnify the customer against any claims for compensation of third parties, even in the event of gross fault. Any damages WASE WERKPLAATS might be liable to pay under this agreement shall anyhow be limited to the amount of the price, with a maximum of 5,000.00 euros.

9. RIGHT OF RETENTION, NETTING AND OTHER RIGHTS OF WASE WERKPLAATS

As long as any and all amounts due to WASE WERKPLAATS, of any kind whatsoever and by virtue of any cause whatsoever, have not been paid in time or have not been fully paid (principal, interests, if any, penalty and cost of proceedings, if any) by the customer:

- WASE WERKPLAATS shall be entitled to keep the goods to which the unpaid amounts refer to, as well as any other goods of the customer in its possession, in its possession until the customer shall have paid any and all amounts due.
- WASE WERKPLAATS shall be entitled, also after concurrence, to invoke the right of setoff between such amounts as the parties may owe to each other, for any reason whatsoever and by virtue of any cause whatsoever, and this to the extent of the smallest amount.
- the customer shall be obliged to insure the goods against fire, explosion and water damage, as well as against theft.
- the customer shall be forbidden to pledge the goods, whether or not within the framework of a pledge on his business, or to encumber the same in any other way whatsoever.
- the customer hereby assigns any and all claims he has on third parties to WASE WERKPLAATS as security for the payment of any and all amounts due to WASE WERKPLAATS, of any kind whatsoever and by virtue of any cause whatsoever.
- WASE WERKPLAATS shall be entitled, without notifying the customer, to suspend the delivery of any other order whatsoever, even if such order forms part of another agreement.
- WASE WERKPLAATS shall be entitled to establish the termination of the agreement at the charge of the customer, after the expiry of the due date and without prejudice to the right of WASE WERKPLAATS to claim payment of the invoices. Any default of payment of one or more invoices during a period of more than 14 days after the due date shall be regarded by the parties explicitly as a serious default within the meaning of section 1184 of the Civil Code which entitles WASE WERKPLAATS to declare any and all agreements, whether or not still to be performed, terminated at a charge of the customer, without any previous notice of default and without previous appeal to the competent court concerned, whereby WASE WERKPLAATS shall be entitled to claim the damages provided for in article 7.

10. REFERENCES

WASE WERKPLAATS shall be permitted at all times to refer to its existing relationship with its customers in its communication with third parties, whatever the form of said communication may be. WASE WERKPLAATS shall also be permitted to use the customer's logo for said references without owing any compensation for this.

11. PAYMENT

- Unless stipulated otherwise, the invoices of WASE WERKPLAATS shall be payable at the registered office of WASE WERKPLAATS within 30 days from the date of invoice.
- WASE WERKPLAATS shall be entitled to appropriate the payments made by the customer first to the oldest outstanding debts (including interests, stipulated damages and any other compensations owed by the customer to WASE WERKPLAATS on account of other debts, and costs), even if the customer wishes to appropriate his payment to other outstanding debts
- Non-payment on payment date of an invoice shall make the total balance of all invoices, including those whose payment terms have not yet elapsed, immediately payable.
- Complaints concerning invoices must be directed to WASE WERKPLAATS in writing and by registered letter within eight days after invoice date. Should such a complaint not have been received before the date mentioned, said invoice shall be definitively considered as accepted by the customer. Any complaints concerning a part of the invoice shall not diminish the customer's obligation to pay said invoice and in particular the non-disputed part within the term specified.
- In the event of non-payment on the due date, the customer shall automatically, legally and without notice of default:
 - owe interest calculated based on the interest rate in accordance with the Belgian Law from 02/08/2002 on Tackling Payment Arrears in Trade Transactions (Wet betreffende de Bestrijding van de betalingsachterstand bij handelstransacties) (published in the Belgian official journal on 07/08/2002) and this from said due date and calculated each day said payment is owed.
 - owe a fixed penalty of 15% of the invoiced price, with a minimum of 125.00 euros; the penalty shall not cover the costs attached to the collection itself.
- A setoff by the customer shall be excluded, unless the customer is a consumer. Neither shall the customer (nor the consumer) exercise any right of retention as to unpaid goods.

12. GOVERNING LAW AND JURISDICTION

- The agreement between WASE WERKPLAATS and the customer shall be governed by the laws of Belgium.
- The place of performance of the agreement between WASE WERKPLAATS and the customer, within the meaning of section 624, 2° of the Judicial Code, shall be the registered office of WASE WERKPLAATS.
- Any dispute regarding the validity, conclusion, construction, performance or termination of the agreement between WASE WERKPLAATS and the customer shall fall within the exclusive jurisdiction of the Dendermonde Court, Belgium.

WWW.WASEWERKPLAATS.BE