

# GENERAL TERMS AND CONDITIONS OF SALE OF AMAB vzw

## 1. INTRODUCTION

The Client or Customer – hereinafter also referred to as “Client/Customer” – is deemed to be familiar with the General Terms and Conditions of Sale under this Agreement and declares to accept them regardless of his own general terms and conditions of purchase, even if they are contrary to the General Terms and Conditions of Sale of Amab. Any deviations from the General Terms and Conditions of Amab vzw, hereinafter also referred to as “Amab”, shall only apply if they have been agreed in advance and in writing.

## 2. OFFERS

Offers and purchase orders are binding only upon written confirmation by Amab vzw, whereby Amab may refuse any purchase order that does not correspond to the prior offer made by Amab. No verbal instructions can be legally claimed. Amab may only be bound to make adjustments and changes that were approved in writing. Each order, whether it involves packaging of goods, delivery of goods from stock or provision of services, must contain at least the following clear and explicitly specified data: – Reference to any price quotation (correspondence, visit, offers,...) – Description of the work to be performed – Presentation and method of packaging – Agreed price – Quantity – Agreed payment terms – Delivery dates, destinations and method of delivery or collection.

Any contract concluded or order accepted by Amab remains valid and should be executed. Amab may reject any agreement or submitted order within 15 days of ordering without any liability on the part of Amab. If the Customer unilaterally discontinues, cancels or terminates the placed or even implicitly accepted order, Amab vzw shall be entitled to a compensation equivalent to 30% (thirty percent) of the selling price of the order, with Amab retaining any already paid advance. Unless expressly agreed otherwise in writing, the delivery and execution work or times indicated by Amab vzw are provided for information and without any obligation on the part of Amab vzw.

## 3. PRICES

In the event of changes in cost-influencing factors that are beyond the control of Amab vzw, Amab may change the quoted prices even after the conclusion of the agreement. If the price has been changed, Amab vzw will charge the not yet invoiced orders at the new price.

If Amab increases the price, the Customer is entitled to cancel his order within six working days of being notified of the new price in writing and without compensation to Amab vzw. However, the Customer is obliged to maintain his order at the old price if Amab vzw so wishes. In the event that Amab vzw is forced to reduce the price due to circumstances that are beyond its control but do not constitute force majeure, Amab vzw is entitled to cancel the agreement without compensation to the Client/Customer.

In the event that the Client/Customer fails to fulfil his obligations during the term of the agreement, for example, by failing to provide the complete specifications of the order or by failing to deliver the required goods within the agreed term, Amab vzw is entitled to demand the missing information and/or goods by issuing a notice of default by registered mail. If the Client/Customer does not respond within eight days and remedies the failure, Amab vzw may force the Client/Customer to take

receipt of the ordered/purchased goods or services or to cancel the order for the non-performed part of the agreement. In any case, Amab is entitled to charge compensation for the agreed but late delivery by the supplier due to idle and/or change-over time.

For invoices with an amount less than €100 excluding VAT, Amab vzw is entitled to charge administration fees of €15.

#### 4.SHIPMENT AND PACKAGING

The shipment shall be at the risk and cost of the Client/Customer. The costs of express shipment, special packaging and other services shall be charged extra. This also applies to all possible taxes and tariff increases that could be made between the order and shipment date. Amab vzw will charge the Customer for packaging material. The cost of packaging will only be reversed if this was agreed expressly and in writing.

Therefore, the goods will be transported on account and at the risk of the Client/Customer with risk transfer to the Customer – either on the day that the goods should be collected by the Customer or his appointed person after notification of their availability from Amab vzw and even if the Client/Customer collects the goods actually later than that date – or on the day that the goods were loaded at the premises of Amab vzw onto the transport vehicle chosen by Amab, regardless of the carrier's liability.

#### 5.DELIVERY, ACCEPTANCE OF GOODS AND RISK

The goods of the Client/Customer cannot be placed in the custody of Amab vzw (neither in the warehouse nor in the processing area). Amab shall accept no responsibility for any damage.

If the Customer postpones the date of receipt of finished or contractually stored products, the goods shall still be deemed to have been delivered on the date stipulated in the agreement. From that date, Amab vzw may charge warehouse costs according to the applicable rates of storage per day and per pallet space. If the Client/Customer invokes force majeure as a reason for the delay, Amab vzw may terminate the agreement after a storage period of 2 weeks from notification of availability of the goods to the Client/Customer and demand compensation and interest for the delay and its consequences. If the above-mentioned delay and/or delivery problems apply only to a part of an order, the above-mentioned possible termination and other provisions will only affect that part of the order.

The delivery terms are indicative and shall be binding only if expressly agreed as binding. Delays on the forecast delivery date do not constitute a basis for the termination of the order or agreement or for compensation to the Client/Customer.

If the delivery is definitively impossible due to events beyond the control of Amab vzw, events for which it is not responsible, it is not required to fulfil its obligations.

The Customer must inspect the goods and performed services immediately upon delivery for compliance, damage and/or other defects. He must check the quantities received against the shipping documents. The signing of the transport or collection document constitutes acceptance of the goods received and compliance with the quantities in the shipping documents. The buyer shall

make any reservation immediately to the delivering carrier and state that reservation on the consignment note. At the same time, he shall inform Amab vzw by registered letter about the reasoned reservation. The Customer who issues no written reservation and/or complaint within 48 hours of delivery shall be deemed to have unconditionally accepted the goods delivered. In the case of garden work, the complaint must be stated by registered letter within seven days of the completion of the work, otherwise it shall be deemed that the work has been definitively accepted.

## 6.COMPLAINTS

Complaints must be reported to Amab within the specified time limits in writing and by registered mail. The Customer waives all compensation claims due to hidden defects in the delivered goods. The guarantee against hidden defects shall in any case be limited to the repair or replacement at the expense of Amab vzw, with the express exclusion of all costs, refunds and compensations.

The submission of a complaint does not suspend the Customer's obligation to pay for the goods to which the complaint relates. Complaints that only cover a part of the delivered goods can only give rise to the rejection of that part of the order.

Amab vzw disclaims any liability for damage, accidents or injuries that might be caused to persons, animals or property due to visible or hidden defects that would be present in the goods/services sold, whereby it is agreed that this clause shall serve as a warranty disclaimer. The compensation on the part of Amab vzw may in no event exceed the total value of goods or services provided by Amab vzw that were the subject of compensation. Under express reservation of the preceding subparagraph and without any prejudice, Amab shall be entitled to investigate any complaint about any defect, hidden or not.

## 7.RETURN OF GOODS

Amab vzw only takes back goods for reconditioning if expressly agreed upon in advance. Without such an agreement, such goods are not accepted.

## 8.FORCE MAJEURE

Force majeure is a sudden, unforeseen event completely beyond the control and without the fault of the invoking party that makes the execution of the agreement impossible. Cases of force majeure invoked by the suppliers of Amab vzw shall be considered force majeure for Amab vzw.

## 9.PAYMENTS

All payments shall be made at the registered office of Amab vzw, net cash and without deduction, unless otherwise agreed. The payment must be received by Amab vzw on the due date. The costs and risks associated with the payment of the amount shall be at the expense of the Client/Customer.

In the case of non-payment or partial payment on the due date, all claims on the Customer shall be automatically and immediately due and payable. In this case, Amab vzw reserves the right to stop the deliveries and the work still to be performed. In addition, Amab vzw may invoke the right of retention on the goods entrusted to it by the Customer.

Invoices not paid on the due date shall, by operation of law, bear an interest of 1% per calendar month payable from the due date, without notice of default. In addition, Amab vzw may, by operation of law and without notice of default, increase the balance due by a flat-rate compensation of at least 15% with a minimum of €50.

#### 10. RETENTION OF TITLE CLAUSE

Amab vzw shall retain the right of ownership of all goods delivered to the Customer until all of its claims on this Customer, on whatever grounds, are paid in full. The Customer shall be obliged to keep the goods delivered under retention of title and to take all necessary measures to recognise the ownership of Amab vzw

#### 11. COMPETENT JURISDICTION

This Agreement is subject to Belgian law. All disputes arising between Amab vzw and the Customer with respect to the Agreement concluded shall be settled by the courts of the judicial district of Brussels. In the event that the dispute does not exceed the amount of €1,000, only the magistrate of the first canton of Brussels shall be deemed competent.