

### 1. Scope of application

These general terms and conditions apply to any agreement under which supplier undertakes to supply goods to buyer.

### 2. Constitution of the agreements

These general terms and conditions constitute, together with the special terms and conditions and any attachment thereof, the entire agreement between the supplier and the buyer.

The terms and conditions of this agreement shall be incorporated into the terms and conditions of every purchase order issued by the buyer for goods, and shall supersede and control any contrary term in any purchase order, sales acknowledgement, invoice, email or other correspondence or similar document from the buyer.

The constitution of the agreement doesn't require a written signature, in as many copies as there are parties. Parties can validly give their consent via SMS, an e-mail, by letter or fax, by placing a purchase order or by paying a deposit or invoice.

The agreement shall in all cases have precedence over any general terms and conditions of the buyer, even if they would stipulate that they are the only valid. Exceptions can only be made to these general terms and conditions if both parties have agreed to them in writing.

Supplier may – without motivation – refuse an order, in whole or in part.

Offers made by the supplier are valid for one month, beginning with the date of signature, unless otherwise specifically stipulated.

If the buyer cancels an order – in whole or in part - he will be liable for paying a compensation of 20% on the total amount of the order with a minimum of 200 euros (ex VAT).

The buyer is aware that the supplier always produces order by order and does not hold any stock. Consequently, as soon as the supplier has informed the buyer that the production of the goods ordered by him has begun, the buyer

must in any case pay the full amount of the order in case of its cancellation.

### 3. Prices

Prices are quoted in euros and are exclusive of VAT and relate only to the goods themselves.

All other duties, levies or taxes and others which are currently applicable to this agreement, or will be in future, will be payable by the buyer.

Images on websites, brochures, etc. are only decorative and may contain elements that are not included in the price.

The transport, insurance and packing costs will be billed separately to the buyer.

### 4. Price modifications

The supplier always has the right to adjust the prices according to the following formula:

$$P = P0 (0.2 + X1 / X0 \times 0.4 + Y1 / Y0 \times 0.4)$$

P = new price

P0 = basic price on the date of the Quotation

X1 = the changed national labor cost reference at the time of delivery of the goods, as published by Agoria;

X0 = the national labor cost reference prior to the conclusion of the agreement, as published by Agoria;

Y1 = the changed material costs at the time of the delivery of the goods, as published by Agoria;

Y0 = the original equipment costs prior to the conclusion of the agreement, as published by Agoria.

### 5. Payment terms

Payment in advance of delivery is required. No delivery shall take place prior to the payment of the goods.

Payments shall be effected in the same currency as the invoice.

If a due date is missed, all sums due by the buyer shall *ipso jure* and without notice be subject to interest at the reference rate for delays as set out in the Belgian act of August 2, 2002 regarding

the control of arrears payments in commercial transactions.

### 6. Delivery

All goods are available Ex-Works (as stipulated in the INCOTERMS 2010). This means that as soon as the supplier has prepared the ordered, packaged goods for delivery at their registered office, the risk of these goods passes to the buyer and the transport of the goods takes place at the expense and risk of the buyer.

Except for express and written contractual agreements, any deadlines for delivery are to be regarded as indicative. Partial deliveries are allowed. In no case shall failure to meet a deadline form the basis of any liability upon supplier nor will buyer be entitled to compensation of any nature whatsoever

Any case of force majeure, as provided for in Article 7, and any event that falls outside the control of the supplier or that he could not reasonably have foreseen at the start of the agreement, will entail the suspension of the indicative delivery term and this for the entire duration of the event that prevents delivery within the agreed term.

If the delivery cannot take place because of an event that occurs as a result of an act or omission of the buyer, irrespective of the cause thereof, (i) the parties shall determine a new delivery date and the buyer shall by operation of law pay to the supplier a storage fee of 0.5% of the total value of the order per commenced week of delay; or (ii) if no new delivery date is agreed and the goods have not been paid in full, the buyer is obliged to pay the full amount of the ordered goods immediately unless he finds another buyer within 5 working days after the agreed delivery date, at the previously agreed conditions and who pays the goods immediately; the buyer will also - regardless of the finding of a new buyer – pay *ipso iure* a storage fee per commenced week of the delay to the supplier of 0.5% per commenced week on the total value of the total value of the order and this until the actual delivery to the new buyer.

## **7. Force Majeure**

The supplier shall be relieved from any liability for failure to comply with any obligation imposed on him by this agreement for the duration and scope of such failure, if such failure is caused by events that escape his reasonable control, including but not limited to (i) natural disasters; (ii) rebellion; (iii) terrorism; (iv) war and military operations; (v) acts or omissions of the government; (vi) strike and lockout; (vii) fire and water damage. The absolute impossibility is not required.

## **8. Complaints**

As soon as the buyer receives the goods, he is obliged to carefully examine them and to check the quantities of the received goods.

If the goods are affected by a visible defect, the buyer must mention this on the delivery slip and he must communicate these defects explicitly, unambiguously and motivated in writing to the supplier within 24 hours after the delivery.

The warranty for invisible defects expires 10 calendar days after the delivery. Buyer must communicate these defects immediately, explicitly, unambiguously and motivated in writing to the supplier.

Default of such notification shall have as consequence an exemption of the liability of supplier.

For the avoidance of doubt: communicating any defects does not suspend buyer's payment obligations.

The return of defective goods is done within 7 calendar days after approval of it by the supplier. The defective goods must be returned, always in their original condition, including in their packaging, accessories and documentation and always accompanied by a copy of the invoice or a valid proof of payment. The return always takes place at the risk and costs of the buyer.

In the absence of a motivated complaint, the buyer is not entitled to return the goods.

## **9. Liability of the supplier**

The supplier rejects any liability for potential damage because of an act of the buyer such as a lack of supervision or maintenance, shocks, damp, corrosion, contamination, heating, by influence and

/or contact with chemicals, oil, washing products etc., or because of the goods being used for purposes other than what they are intended for.

The supplier declines any liability for potential damage resulting from the fact that the buyer does not store the goods under optimal conditions, i.e. in a closed ventilated space at room temperature, protected from moisture and / or light and far from any heat source. The supplier shall under no circumstances be liable for loss of profits or interruption of the activities, loss of contracts, loss of customers, loss of goodwill, financial costs, or any indirect or immaterial damage, or for damage suffered by third parties regardless of the reason for the claim or the legal doctrine on which this claim is based.

In the case of faulty goods and if the conditions of Article 8 are met, the buyer is entitled in the first place to replacement of the goods. The supplier is only obliged to refund if the buyer demonstrates that the replacement no longer offers the same advantages.

The total liability of the supplier in connection with the scope of these general terms and conditions for both contractual and non-contractual damage is in all cases limited to the amount invoiced to the buyer, with in any case a maximum of 5,000 euros per damage and per calendar year.

## **10. Intellectual property**

No transfer of intellectual property rights takes place between the parties through the sale of goods. All documents, logos, trademarks, copyrights, patents, material, texts and websites and other intellectual property rights (together the Creations) remain the property of the supplier. Buyer may not reproduce these Creations without prior written permission of the supplier.

If the buyer resells the goods, he will do this in the exact same circumstances (including label, tickets, logos, etc.) in which the goods have been received by the buyer. The buyer may not remove Creations from (the packaging of) the goods, unless otherwise agreed between the supplier and the buyer. The buyer will in any case comply with the legislation on food labeling, including Regulation No 178/2002 EC, Regulation No 1924/006 EC, Regulation 1169/2011 / EU, Law of 24 January 1977, Royal Decree of 13 September 1999 and Royal Decree. of

July 17, 2014), as well as any future regulations in this regard. When removing the original Creations from the supplier, the buyer guarantees that he will put at least the same information on the new packaging as on the original packaging, in accordance with the legislation on labeling of food products.

## **11. Return of the goods**

Goods delivered by the supplier in accordance with article 6, are never taken back.

## **12. Cancellation clause**

Any failure by a buyer to perform any of its obligations, including as a result of liquidation, bankruptcy, suspension of payment, application for receivership, or when the buyer meets the conditions for bankruptcy, or any failure by the buyer to meet any obligation of any kind, including failure to pay any amount on its due date, entitles supplier to declare pending agreements cancelled with immediate effect by operation of law and without prior notice of default by sending a registered letter addressed to the buyer, without supplier owing any compensation for damages.

Cancellation or termination renders it obligatory for the buyer to return all goods which have been delivered to it prior to the cancellation or termination.

## **13. Confidentiality**

All information exchanged between the parties with respect to these general terms and conditions and the underlying agreements shall be treated strictly confidential, not disclosed to third parties in any manner whatsoever and will be used exclusively for this agreement. This obligation remains applicable for a period of 5 (five) years after this agreement has expired or has been terminated for whatever reason. This section shall not apply to information which is (i) publicly known, (ii) already known to the recipient; (iii) disclosed to a third party without restriction; (iv) independently developed; or (v) disclosed pursuant to legal requirement or order. Subject to the foregoing, supplier may disclose buyer's confidential information to its subcontractors and affiliates.

By placing an order, the buyer agrees that the supplier may use the buyer's social or trade name for commercial purposes.

#### **14. Transferability**

The buyer may not transfer its rights and obligations, partly or in full, under these general terms and conditions to third parties without prior written permission from the supplier.

The supplier reserves the right to transfer its obligations under these general terms and conditions in full or in part to a third party and to subcontract any of its obligations without the necessity to obtain the buyer's consent.

#### **15. Data Privacy**

Parties shall treat any personal data in accordance with the applicable legislation, the General Data Protection Regulation of 27 April 2016. The information provided by a party shall only be used by the other party if this is necessary for the conclusion and execution of the agreement, including these general terms and conditions, and for the business management of the other party. Data will only be provided to third parties if this is necessary for the aforementioned purposes. By transferring personal data to a party, the other party declares that he has the necessary authorizations to do so. The buyer gives the supplier permission to use this information for marketing purposes.

#### **16. Miscellaneous**

The titles, words or phrases to the heading of the various articles or parts thereof are only included to facilitate the reading of the agreement and references to provisions. They are not part of the agreement and do not define, limit or describe the scope or content of the article or paragraph to which they relate.

The supplier cannot be deemed to have renounced a right or claim that it has under or because of this agreement, unless this waiver has been communicated in writing.

Communications, notifications or acceptances can be given validly by e-mail, letter, fax or text message, unless a mandatory provision of law imposes a different form. If the communication involves the liability of the supplier, the first communication must be confirmed by a registered letter. The sender of a communication must be able to prove its proper dispatch and receipt.

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and the transactions herein contemplated and replaces all previous agreements and understandings, if any, between the parties with respect to the subject matter hereof and the transaction contemplated herein.

This agreement can only be modified in writing signed by both parties. English language words or expressions used in this agreement intend to describe Belgian legal concepts only and the consequences of the use of those words or expressions in Anglo-Saxon law or any other foreign law shall be disregarded.

#### **17. Applicable law and conditions**

Belgian law applies to these general terms and conditions and the underlying agreements, excluding the UN Convention on Contracts for the International Sale of Products (Vienna 11 April 1980) and excluding any reference to any of its conflict of law rules as contained in international private law.

The safety regulations with regard to the safety of the food chain applicable to supplied goods are those in effect in Belgium at the time of the offer by supplier to the buyer or on the date the buyer's order was accepted by supplier.

#### **18. Competent courts**

Any dispute concerning the entering into force, the validity, interpretation, execution, suspension, termination and enforcement of these general terms and conditions and the underlying agreements shall be exclusively resolved by the Brussels courts in Belgium.