

**Article 1 – Field of application**

The present general conditions apply to all orders placed with our company, directly or via our representatives, agents, subsidiaries, etc. Any order placed compulsorily and automatically implies the complete and unreserved acceptance of the present general conditions. All conditions departing from them, including the purchaser's conditions of purchase, are thus not able to be invoked against us, irrespective of the time at which they may have been brought to our attention, unless they have expressly been accepted in writing by us. Any exceptional agreement to dispense with any of the present general conditions may not be interpreted by the client as implying a relinquishment by us of the right to avail ourselves subsequently of the said general conditions.

If one or more of the provisions in these general conditions should prove to be null and void, the other provisions would continue to apply.

**Article 2 – Orders**

Any order addressed to us, whether directly or via our representatives, is binding upon the client. It is not binding upon us until after written confirmation on our part.

**Article 3 – Studies, tenders, recommendations and utilisation**

- All our tenders are made without obligation.
- Failing the acceptance of the tender by the client within one month from the date of its transmission, it shall lapse, in the sense that the client shall no longer be able to avail itself of it without express acceptance on our part.
- Unless agreed in writing to the contrary, our studies, sketches, opinions, advice or other technical documents as to the practicality, the behaviour or the potential performances of the goods are made on an indicative basis and depending on the most common use of the goods under normal conditions of application, utilisation and climate (temperate regions of Europe) or the use which has been notified to us in writing by the client. Subject to the existence of a misrepresentation or serious fault on our part, such studies, recommendations and other technical documents are not binding upon us. It is for the client to check them and verify their suitability for the use to which it intends to put the goods.
- Where goods ordered are to be integrated directly or indirectly with and/or after processing in safety applications and/or in sensitive sectors such as, for example, the motor industry or aviation, etc, the client undertakes to notify us of this expressly and in writing before any definitive tender on our part. If this were not the case, we should refuse any responsibility regarding our intervention for direct and/or indirect damage potentially arising from this particular utilisation. Later written information is assimilated to a failure to provide information from our side, and the utilisation of the goods shall thus be at the client's own risk.

**Article 4 – Delivery, storage and despatch**

- Unless otherwise stipulated, the supplier selects the packaging and the method of despatch at its convenience. If the purchaser wishes for a particular packaging, the latter will be invoiced to it separately.
- If delivery deadlines are given, these start from the time the receipt is drawn up and at the latest when the client has completed all the measures required in order to be able to start the performance of the order. The delivery deadlines are deemed to be complied with if, by the time they expire, the pieces have left the company or if the purchaser has been notified that they are ready for despatch.
- Our company is authorised to make and invoice partial deliveries. Disparities of  $\pm 10\%$  compared to the orders are permitted. The costs of emergency supply will be invoiced to the client.
- In the event of 'force majeure' or accident or delay which could not have been foreseen in the deliveries, or defective delivery by our suppliers or subcontractors, we reserve the possibility of cancelling or suspending, partly or entirely, the performance of our commitments without compensation. In that case, we would notify our client directly. War, mobilisation, blockade, partial or total strikes, lock-out, riot, epidemic, breakage of machinery, fire, explosion, insufficient supply of raw materials, energy or specialist labour, interruption or delay to transport, computer problems or other major incidents occurring either at our premises, or at those of our suppliers or subcontractors, preventing or hampering manufacturing, work or despatch are conventionally considered as cases of 'force majeure'.
- Compliance with the delivery deadlines implies that the purchaser itself complies with all its contractual obligations.
- Our goods are always delivered and accepted ex-factory or store. The goods always travel at the risk of the client once they leave our factories or stores. The same applies whether the means of transport belongs to us or whether the supply is made carriage-free. In the event of a delay in the departure or in the event of the failure to depart of the ship, wagon or lorry planned, we are authorised to take, automatically, on behalf of the client, any measure necessary for the safeguarding of the goods which remain exclusively at the client's risk. The costs of custody, trucking, covering, storage, or other costs which may result are exclusively charged to the client, without any possibility of this intervention by way of good offices ever giving rise to any liability on our part.
- Should the client not collect the goods after the expiry of the delivery deadline or should the despatch thereof be delayed at its request or through its fault, the goods will be warehoused at its disposal, at its expense and at its risk. The goods will be invoiced to it in full.
- Should the client make materials available, the latter shall be delivered at its own expense and risk.
- In the event of the partial or total severing of the commercial relations with a client for which a stock is held by the supplier, the stock of goods concerned by the severance shall be taken over in one batch by the client within 15 days from the time it is made available. It shall be immediately invoiced to it in a single transaction.

**Article 5 – Drafts, moulds, tooling, matrices and devices**

- Save where a particular written agreement has been reached, all tooling, matrices, moulds, models, assembly documents, drawings, etc designed and manufactured by ourselves and/or our suppliers and subcontractors shall remain our exclusive property irrespective of the partial or total participation of the client in their financing. The information above may not be used other than by the client, and then only for the purposes of the performance of the contract that it has entered into with us. It may not be forwarded to third parties except with our express written authorisation. Otherwise, we reserve the right to claim compensation for all the damage suffered as a result of the unauthorised utilisation and/or divulging of the said information.
- Should the client make available to us drafts, drawings, models, etc, it will be required to guarantee the information above against any claim by a third party. The client is required to inform us immediately of the existence of any such claim. In the event of a claim by a third party, we reserve the right either to suspend the performance of all our obligations vis-à-vis our client until the dispute is resolved between the latter and our client, or else to consider the contract entered into with our client as being partly or entirely terminated through the fault of our client. Our decision will be communicated to it in writing.

**Article 6 – Guarantee**

Should events occur which are likely to influence the solvency of the client (restructuring, change in share ownership, etc) in the course of the performance of the contract, we reserve the right, even after the partial performance of a contract, to demand from the client a supplementary guarantee for the good performance of its commitments. Refusal to satisfy this condition gives us the right to cancel the whole of the contract or, as appropriate, the part of the latter remaining to be performed, and in any case to directly suspend any despatch without prior notice.

**Article 7 – Retention of ownership**

- We reserve the right of ownership over the goods delivered until the complete payment of all the debts that the client has towards us, in whatever connection, including debts not due or future debts.
- Until the complete performance of the contractual obligations of our client, we reserve the right to exercise a right of retention over any goods not yet delivered to the latter and/or over goods which the client might have provided to us for the performance of work.

**Article 8 – Conditions and default of payment**

- Conditions: All our bills are payable at 30 days from bill date, into our account, unless otherwise agreed in writing between the parties.
- Default: Default of payment, even partial, of a bill or a commercial paper on its due date shall have the following consequences:
  - all the other claims not settled, due or not due, including letters of exchange that have not become due, shall become due immediately;
  - all reductions and payment facilities granted by us shall become null and void;
  - all amounts due shall attract interest, automatically and without notice, at an annual rate of the legal interest rate plus 2% and shall be increased by 15% in respect of the amount less than or equal to € 2,480 and 10% in respect of the part over € 2,480 with a minimum of € 50 by way of a flat-rate and irreducible penalty for our extrajudicial collection costs;
  - we shall be entitled, without prior notice, or judicial intervention, to consider the current contract/s as being partly or completely terminated through the fault of the client, or to partly or completely suspend the performance thereof.

**Article 9 – Liability in terms of intellectual property rights**

We assume no liability in the event that the work which we have performed in line with the specifications submitted by the client would, by virtue of its characteristics, practicality or potentialities, infringe any intellectual, commercial or industrial property right of a third party. We also accept no liability in the event that the use made by the client of the goods supplied, alone or in combination with other elements, would infringe such a right.

The client must guarantee us completely for any potential action by third parties in this connection, and hold us completely harmless for any sentence, costs and other damaging consequences, direct or indirect, which we might incur following such actions.

**Article 10 – Complaints**

- The client must provide us with the article number/s, together with the NMC order confirmation number/s and/or the number/s of the box/es forming the basis for our whole internal tracking system. Otherwise, we reserve the right to refuse any complaint.
- The client alone is responsible for the assembly of the goods, even if it received advice during the development, unless we have given it a corresponding written guarantee.
- All complaints relating to errors, deficiencies, non-conformities, visible damage or visible defects must reach us in writing at the latest within 8 days following the delivery. Moreover, the errors, deficiencies, non-conformities, damage and defects able to be noted on receipt of the goods must be mentioned directly on the carrier's delivery dockets. In the latter case, in the absence of any comments on the delivery docket, we shall be unable to accept the complaint.
- Complaints relating to latent defects must be communicated to us in writing at the latest within 8 days following the discovery of the defect, and at the latest before the expiry of 3 months from the delivery, after which they will be forfeited.
- We cover potential design defects only if our services have expressly accepted in writing that we would be in charge of the design. The final release of the samples and/or the goods is the client's responsibility.
- In any event, the client's right to take legal action by virtue of defects in the goods lapses within six months from any claim which conforms.
- No complaint, justified or otherwise, shall entitle the client to retain a partial or total payment on pain of the application of Article 8.
- Should a complaint prove to be admissible and justified, our obligations shall be limited:
  - in the case of errors or non-conformities: to the replacement of the goods supplied by error or not conforming;
  - in the case of missing goods: to the delivery of the latter;
  - in the event of damage or defects imputable to us: at our discretion, either to the repair or to the replacement of the damaged or defective goods in the state of finish provided in the contract, this being to the exclusion of any other compensation for any reason whatever.

Under no circumstances do we cover non-material damage and/or any kind of financial losses, whether direct or indirect. The performance of our obligations as enumerated above is dependent upon the return by the client of the goods delivered in error, not conforming, damaged or defective. Replacement/compensation by us will be limited in proportion to the return.
- In the cases and conditions mentioned above, we intervene in respect of the costs incurred by the client solely if there has been a prior written agreement on our part on this point.
- A client making improper use of the goods without regard, for example, to the conventional rules during assembly, or to the technical instructions, etc would lose all its rights regarding our intervention.

**Article 11 – Termination of the contract**

If the client fails to abide by one or more of its obligations, if it is declared bankrupt, if it applies for judicial or amicable settlement or the deferral of payment, if it is placed in liquidation, or if its assets are partially or totally seized, we reserve the right to consider any contract, whether or not it may have been partly performed, as automatically terminated through the client's fault, by the simple despatch of a registered letter. We will then be entitled to demand the return of the goods already delivered but not yet paid for, in line with the clause relating to retention of ownership. If we were to make use of the right of termination conferred by the present general conditions and in the case of the termination or judicial termination through the client's fault, the latter would owe us a flat-rate and irreducible penalty equal to 30% of the amount of the part of the order not yet performed, subject to our establishing a higher level of prejudice.

**Article 12 – Place of performance, applicable law and competent court**

- The place of performance of the contract is the place of our registered offices.
- The contractual relations with the client are subject to Belgian law.
- The competent court is that of the place of our registered offices (the court of Verviers or of Eupen at our discretion).