

## GENERAL TERMS AND CONDITIONS OF SALE

- Offers:** Our price offers are firm and final for a period of 45 days.
- Orders:** Orders placed with us are only binding after we have issued written confirmation.  
Changes made to the order or to our offer by the customer are shall only be valid once we have accepted them and issued the corresponding written confirmation.  
In the event of the unilateral cancellation of an order by the other Party, we reserve the right to demand compensation equal to 30% of the total amount of the order.
- Delivery times:** The times established for our services or deliveries, unless otherwise stipulated, are intended purely for informational purposes.  
If a deadline is imperative, it must be clearly be specified as such in the order form.  
If this is the case, in the event of a late delivery, the Purchaser may claim compensation not exceeding 10% of the total price of the order.  
Even in this case, the following circumstances release us from such deadlines:
  - Force majeure (including, but not limited to, strikes, technical incidents, supplier delays and labour shortages);
  - Non-compliance with payment terms;
  - Changes decided by the client during the course of the work;
  - Non-provision of the necessary information within the specified period of time.
- Risks:** The goods, even if delivered free of charge, shall be transported at the risk of the Recipient. To be valid, all claims must be made by registered post and shall not be accepted after five working days from the date of receipt of the goods.
- Reservation of title:** The Seller retains its right of ownership over the sold products until full payment of the price and any additional charges has been made (any fees, interest and penalties). Therefore, the Purchaser is expressly prohibited from selling, assigning, pledging and in general disposing of the products covered by the Contract before settling its account.  
The Seller may avail itself of this Reservation of title clause eight days after the issuance of a formal notice to pay sent by registered letter with acknowledgement of receipt addressed to the Purchaser, provided that such notification remains ineffective. The products must then be returned immediately to the Seller upon request to do so.  
However, the Purchaser shall remain solely liable for the loss or destruction of the products sold or services rendered, even if this is caused by unforeseen events or force majeure.
- Payment:** Our invoices are payable in cash.  
Any payment delays authorise us to suspend other deliveries or to cancel the order for any remaining amounts not yet provided, as well as to claim damages and interests from the Party responsible for such cancellation.  
Any invoice not paid when due will automatically result in late interest at the rate set by the Belgian Law of 02/08/2002.  
Additionally, any invoice not paid by its due date shall give rise to an increase in the invoiced amount by a lump sum penalty representing 15% of the unpaid balance due.  
All sums not yet due shall become immediately payable in full in the event of late payment, the suspension of the commercial activities of customers or insolvency proceedings in a broad sense, including judicial reorganisation, bankruptcy or liquidation.
- Guarantee:** In the event of a defect or error acknowledged by us, our liability shall be limited to replacement, repair or reimbursing the customer for anything which does not comply with the order or which is incorrect. This choice is at our sole discretion and the Purchaser shall not be entitled to claim any interest for damages.  
The loss of guarantee by the expiry of the two-year guarantee period implies the absence of liability of SPRL POLYMAR and therefore the absence of customer compensation by SPRL POLYMAR for the product covered by the guarantee as well as for any damage whatsoever to property or persons (customer or third party) as a consequence of the deterioration of the product covered by this guarantee.
- Storage:** We are in no way responsible for the tools and/or materials belonging to the customer which are located at our premises or under our care. The customer must obtain the necessary insurance against fire, theft, lightning, explosions, aircraft crashes, water damage and/or other risks.
- Jurisdiction:** In case of disputes, the Courts of the Judicial District of Walloon Brabant shall have full jurisdiction.

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