

## TERMS OF SALES

### Article 1: Application of our general conditions

These conditions govern our contractual relations with our clients, to the exclusion of the client's general conditions, unless otherwise stipulated in writing in our special conditions. Any order placed with us, in any way, implies that the customer accepts our general conditions.

### Article 2: Offers and orders

2.1 Unless otherwise stipulated in writing in our special conditions, our offers are valid for 30 days. After this period, the price mentioned in these offers will only be binding on us if we reconfirm it in writing when or after the customer's order.

2.2 Any order will only be binding on us if we have accepted it in writing.

2.3 The sales negotiated by our agents or representatives only acquire a firm character after sending our written acceptance of the order.

### Article 3: Price

3.1. Our prices are for delivery, "ex works" in our establishments in Herstal (incotermsI990).

If we take care of the transport or its organization, we will invoice the transport costs to the customer, unless otherwise stipulated.

3.2. Unless otherwise stipulated in writing in our special conditions, our prices are denominated in euros.

3.3. Our prices relate only to the supplies described in our special conditions, to the exclusion of all other work and services, and, in particular, assembly.

### Article 4: Payment

4.1 Unless stipulated in writing in our special conditions, our invoices are payable at our head office within 30 days of the end of the month, date of invoicing.

4.2 In the event of non-payment of an invoice by the due date, payment of all of our invoices to the customer will become immediately due.

4.3. Any unpaid invoice on the due date will automatically and without formal notice bear late interest of 1% per month. It will, moreover, be increased, automatically and without prior notice, by a fixed compensation of 10% with a minimum of 62.00 € of the amount remaining unpaid by way of contractual damages.

### Article 5: Terms of delivery

5.1. Our deliveries are made "ex works" in our establishments in Herstal (Incoterms 1990).

5.2 The customer bears all risks subsequent to the delivery of the equipment, and in particular those relating to transport, even if we take care of this transport or its organization.

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### **Article 6: Delivery time**

Unless there is a written and express guarantee given in our special conditions, delivery times are given only as an approximation and their exceeding cannot engage our responsibility, unless this is directly and exclusively attributable to our gross negligence.

The delivery period begins on the date of acceptance of the order and provided that the conditions set for its acceptance are met.

### **Article 7: Retention of title**

The delivered material remains our property until full payment of the price, even in the event of transformation or incorporation of this material into other goods.

### **Article 8: Approval**

The equipment will be deemed to be approved by the customer five calendar days at the latest after delivery, unless a specific and detailed complaint is notified to us by the customer, before the expiry of this period, by registered letter.

The approval covers all apparent defects, that is to say all those that it was possible for the carrier or the customer to detect at the time of delivery or within the five calendar days which followed by a careful and serious control, and in particular those relating to the types of equipment, its characteristics and its operating capacities.

### **Article 9: Guarantee**

9.1 We guarantee the equipment we sell against hidden defects for a period of twelve months from delivery under the following conditions.

9.2 The guarantee can only be implemented if:

- the defect renders, to a significant extent, the material unfit for the use for which the material of the same type is usually used or for the special use for which it is intended brought expressly to our knowledge at the latest at the time of the conclusion of the sale; -
- the equipment is assembled under normal conditions, it being specified that the guarantee cannot apply in particular in the event of incorrect assembly or commissioning of this equipment by the customer or a third party; -
- the equipment is used under normal conditions, it being specified that the guarantee cannot apply in particular in the event of use of the equipment in abnormal or special conditions not expressly provided for in our particular contractual conditions, poor maintenance, modifications, disassembly or repair of the equipment by a person who is not professionally fully qualified.

9.3 In order to be able to invoke the benefit of the guarantee, the customer must notify us of any complaint relating to hidden defects by registered letter within a maximum period of one month after discovery of the defects.

9.4 Our warranty is limited to free repair (parts and labor) or replacement of defective equipment, excluding termination of the contract and damages.

9.5 The customer must return the defective equipment to our facilities at its own risk and expense so that it can be repaired or replaced.

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### **Article 10: Confidentiality**

All information received from our customers is regarded as exclusive and treated as confidential.

Where Tempco is required by law, or authorized by contractual provisions, to disclose confidential information, the customer or the person concerned will be notified of the information provided, unless prohibited by law.

Customer information obtained from sources other than the customer itself (e.g., complainant, regulatory authorities) shall be kept confidential between the customer and Tempco. Tempco preserves the confidentiality of the supplier (source) of this information and its identity will not be disclosed to the customer, unless the source agrees

During “BELAC” audits, Tempco is required to disclose confidential information.

### **Article 11: Limitation of responsibilities**

If, as a result of a supply or by work, damage of any kind were to be caused to third parties, the possible liability of TEMPSCO SA will only be engaged in the event of compensation by the insurance company to which TEMPSCO SA has subscribed to an Operational Liability insurance and a Post-Delivery Liability insurance, without however being able to exceed the amounts guaranteed by the said policies.

### **Article 12: Cancellation of the sale**

We are entitled to terminate the sale by a notification by registered letter, of our will, as of right, in the event of serious breach by the customer of one of his contractual obligations, in particular in the event of failure by him to take delivery of the equipment within the contractual period or, failing that, within a reasonable period, in the event of late payment of an invoice, or if it turns out that the customer will not perform or seriously risk not performing one of its main obligations, even before this obligation is due.

In the event of termination of the sale in application of the aforementioned paragraph, the customer will be liable to us for damages fixed in a conventional and lump-sum manner at a minimum of 20% of the sale price, without prejudice to our right to claim greater damages in the event that we establish the existence of greater prejudice.

In case of resolution of the sale in application of the preceding paragraphs, the customer authorizes us to take back the delivered material in any place whatsoever, without prior recourse to justice.

### **Article 13: Exemption from responsibilities**

We are not responsible for the breach of any of our contractual obligations when such breach is due to an event beyond our control and which could not reasonably be expected to be taken into account at the time of the conclusion of the sale, nor be expected that we prevent or overcome it, even when this event does not make completely impossible, but significantly more difficult or more expensive the execution of our contractual obligations, in particular in the event of strike, fire, bad weather, general lack of supplies, exceptional delay from our suppliers, etc.

## **TERMS OF SALES**

### **Article 14: Applicable law**

Our contractual relations with the buyer are governed by Belgian law.

### **Article 15: Competence**

Any dispute directly or indirectly relating to our contractual relations with the buyer is the exclusive jurisdiction of the courts and tribunals of Liège.

(General conditions of sale V0)