

GENERAL TERMS AND CONDITIONS OF SALE OF CALDIC BELGIUM NV

with effect from 1 January 2018 - VAT & KBO: BE 0403.671.933

1 Application

- 1.1 These general terms and conditions are always fully applicable, unless parties expressly agree otherwise in writing.
- 1.2 The contingent nullity of a provision of these terms and conditions shall not affect the validity of the other provisions.

2 Offers and order confirmations

- 2.1 All offers and price indications shall be given without committing CALDIC BELGIUM NV and are non-binding whatsoever.
- 2.2 Samples are only sent for informative purposes.
- 2.3 CALDIC BELGIUM NV is only committed by approved written order confirmations.
- 2.4 An order may only be cancelled or substantially changed in writing and a cancellation or change is only valid after express written acceptance by CALDIC BELGIUM NV. In that case the buyer shall pay lump-sum damages amounting to 20% of the amount of the sale or the cancelled part of the agreement, depending on the case and on the understanding that CALDIC BELGIUM NV reserves the right to claim the damage actually suffered.

3 Prices

- 3.1 Unless expressly agreed otherwise, prices are mentioned excluding VAT and based on the price-defining elements which are known at that moment. CALDIC BELGIUM NV reserves the right to adjust the prices of goods not yet delivered and/or not yet paid to any changes in the price-defining elements, such as (non-exhaustive) prices of raw materials, rates of exchange, government levies, etc.
- 3.2 Customs duties or value added taxes, current or future, shall be paid by the Buyer. Any change in these taxes or customs fees in the period between the confirmation of the order and the date of the invoice are entirely borne by the Buyer.

4 Terms of delivery

- 4.1 Unless expressly agreed otherwise, the terms of delivery are only indicative; failure to comply with these terms shall not terminate the agreement at the expense of CALDIC BELGIUM NV, nor shall it entitle the buyer to claim damages of any nature whatsoever.
- 4.2 Delivery may be suspended in case of force majeure.

5 Transport and transfer of risks

- 5.1 CALDIC BELGIUM NV reserves the right to make partial deliveries.
- 5.2 Unless agreed otherwise in writing, the risks are accepted at the moment the goods are made available to the buyer, i.e. at the premises of CALDIC BELGIUM NV in Hemiksem (FCA – Free Carrier Incoterms 2010).
- 5.3 Unless agreed otherwise in writing, the costs and risks with respect to carriage, including storage, loading, unloading and transport are exclusively borne by the buyer.
- 5.4 Any additional costs as a result of the late delivery of the goods are to be borne by the buyer. The buyer who wrongfully refuses to accept the goods made available shall pay all corresponding costs, including but not limited to storage costs, freight, etc.

6 Invoicing and payments

- 6.1 Unless expressly agreed otherwise, all invoices are payable in cash in Antwerp, within 30 days after the date of the invoice.
- 6.2 Prices in foreign currency are converted at the rate of exchange applicable on the date on which the goods are put at the buyer's disposal. The converted amount in euros on the date of signing the agreement shall be a minimum.
- 6.3 Any increase of the import duties, transport expenses, taxes or otherwise in the period between the date of sale and the date of delivery shall be payable by the buyer.
- 6.4 In case of partial deliveries, CALDIC BELGIUM NV may issue partial invoices.
- 6.5 In case of a dispute, the invoice issued by CALDIC BELGIUM NV, on pain of nullity, must be objected within 10 days after the date of the invoice, by registered letter stating the reasons.
- 6.6 In the event of the non-payment of the invoice issued by CALDIC BELGIUM NV by due date, a late payment interest of 1% per month shall be payable by operation of law and without further notice of default, together with lump-sum damages amounting to 15% of the principal amount, with a minimum of EUR 250,00.

7 Retention of property

- 7.1 The goods that are the object of the agreement remain the property of CALDIC BELGIUM NV, regardless of the transfer of the risk, until the day of the full payment of the price, including costs and interest.
- 7.2 In case of the cancellation of the sales agreement, the advances already paid remain acquired by CALDIC BELGIUM NV, without prejudice to CALDIC BELGIUM NV's right to claim additional damages.

8 Rescission

- 8.1 Should the buyer fail to comply with one of his obligations, CALDIC BELGIUM NV is entitled to unilaterally terminate the agreement at the buyer's expense by means of a registered letter.
- 8.2 In case of termination of the agreement at the buyer's expense, in addition to the advances paid, the buyer shall pay lump-sum damages amounting to 20% of the amount of the sale or the terminated part of the sale, with a minimum of EUR 300,00, without prejudice to CALDIC BELGIUM NV's right to claim additional damages based on the damage actually suffered.

9 Force Majeure

Are to be taken into account as force majeure when occurring after conclusion the agreement and impeding the execution of the agreement: labour conflicts and any circumstances such as but not limited to fire, flood, riots, scarcity of raw materials, scarcity of energy, machine breakdown, exceptional weather circumstances, etc., even if these circumstances occur at the suppliers or subcontractors of CALDIC BELGIUM NV.

10 Guarantees and complaints

10.1 The buyer is obliged to check the goods upon receipt. Any complaint with respect to the lack of conformity to the specifications, visible defects or shortage ascertained upon receipt shall, on pain of nullity, be confirmed to CALDIC BELGIUM NV by registered letter within eight days.

10.2 CALDIC BELGIUM NV shall not be liable for:

a) Visible defects, if the merchandise has already been used, processed or treated.

b) Visible or invisible defects in the event of failure to respect the manual and/or in case the goods were not handled properly.

10.3 CALDIC BELGIUM NV shall not be liable for the unsuitability of the products for any other purpose than the usual purpose for which the buyer or his purchasers uses these products.

10.4 CALDIC BELGIUM NV's liability is in any case limited to the repair of direct damage, with a maximum amount not exceeding the price (VAT not included) of the goods involved. CALDIC BELGIUM NV is certainly not responsible for any indirect damage, of any nature whatsoever.

10.5 Any claim against CALDIC BELGIUM NV shall be time barred by the passing of one year after the receipt of the goods.

11 Indemnity

11.1 The buyer shall indemnify CALDIC BELGIUM NV against any claim brought by third parties with respect to the products delivered by CALDIC BELGIUM NV to the buyer and processed by the buyer.

11.2 The buyer shall comply with the relevant rules and regulations and indemnify CALDIC BELGIUM NV against any claim brought by third parties or public authorities arising from the buyer's failure to comply.

12 Packaging

12.1 If for the delivery CALDIC BELGIUM NV puts packaging material at the buyer's disposal with payment of a guarantee, the "conditions for packaging made available" of CALDIC BELGIUM NV apply. The buyer acknowledges to have read these conditions and to accept them.

12.2 The packaging material remains at all times property of CALDIC BELGIUM NV.

12.3 The guarantee is cancelled by operation of law if the packaging made available is not returned to CALDIC BELGIUM NV within three months, without prejudice to CALDIC BELGIUM NV's right to claim the return of the packaging.

13 Information – Intellectual property

13.1 Any information or product specification provided by CALDIC BELGIUM NV is confidential and may not be disclosed to third parties or made public, unless expressly agreed otherwise in writing.

13.2 The information provided by CALDIC BELGIUM NV with respect to its products shall not exempt the buyer from the obligation to examine and verify the relevant product. In the event of failure to comply, CALDIC BELGIUM NV shall not be liable for any damage arising from the use of the goods supplied.

13.3 Unless agreed otherwise in writing, the buyer may not use the intellectual property rights belonging to CALDIC BELGIUM NV.

13.4 Any infringement by the buyer of the provisions of article 13 of these terms and conditions gives automatically and without further notice of default rise to entitlement to damages amounting to EUR 5.000,00 per infringement, immediately due, without affecting CALDIC BELGIUM NV's right to claim the damage actually suffered as a result of the infringement.

14 Data processing

CALDIC BELGIUM NV may process the personal information provided by the customers and keep this information in order to build, use and maintain a customer database within the CALDIC group.

15 Jurisdiction – Applicable law

15.1 The agreement between parties is governed by Belgian law.

15.2 The Belgian courts of the judicial district of Antwerp, Antwerp division, shall have sole jurisdiction to settle any dispute between parties with respect to the execution of the agreement or in the context of this agreement.