

## GENERAL CONDITIONS OF SALE OF CLD DISTRIBUTION SA

The present General Terms and Conditions of Sale (hereinafter referred to as "GTC") apply to all sales made by the company CLD DISTRIBUTION SA (hereinafter referred to as "Supplier"), whose registered office is located at rue du Grand Champs 14 in 5380 Fernelmont, registered with the Trade and Companies Register of Namur under the number BE0462892710.

The order of the Supplier's products implies the automatic and unreserved acceptance by the "**Customer**": any legal entity purchasing Products from the Supplier in its capacity as a professional. "**Stock order**": any order for Products held by the Supplier in its storage facilities on the day the order is placed. "**Special order**": any order for Products requiring specific manufacturing and importing.

### **ARTICLE 1 : SCOPE OF APPLICATION**

**1.1.** These General Terms and Conditions of Sale constitute the sole basis of the commercial relationship between the parties. **1.2.** Their purpose is to define the conditions under which the Supplier sells products (hereinafter referred to as "Products") to customers who are professionals (hereinafter referred to as "Customer"). These GTC shall apply, without restrictions or reservations, to any sale of Products by the Supplier, regardless of the clauses that may appear in the Customer's documents, and in particular its general terms of purchase. The Supplier reserves the right to deviate from certain clauses of these GTCs by expressly establishing GTCs. **1.3.** In accordance with the rules in force, these GTC shall be systematically communicated to any Customer, as well as to any distributor, prior to the conclusion of an agreement. Any order of products implies the Customer's unreserved acceptance of these GTC and its full and complete adherence to them, subject to the exemptions granted by the Supplier. The Customer acknowledges having read these GTC and having accepted them, so that they are fully enforceable against him in accordance with Articles 1315 of the Civil Code and 870 of the Judicial Code. In the absence of any dispute or particular negotiation on his part, and this within seven (7) working days following the transmission of the aforementioned GTC, the Customer gives his full and unreserved agreement to these GTC. The information contained in the Supplier's catalogs, brochures and price lists is given as an indication and may be revised at any time. The Supplier is entitled to make any changes that it deems useful.

### **ARTICLE 2 : TERMS OF ORDER**

**2.1.** Unless modified in writing by the Supplier, the validity period of the quotation issued by the Supplier is by default 15 days. After 15 days (or after the period modified in writing), the Supplier is entitled to refuse the order. All orders must be sent in writing to the Supplier or made via its computerized ordering system via its website. Orders sent to the Supplier shall be considered firm and definitive for the Customer, unless the Supplier waives this requirement in writing. **2.2.** Orders from stock: Upon receipt of the order, the Supplier shall check all the elements (quantities, item references, etc.), validate them and, if necessary, send the Customer a purchase order with a payment request. The contract is definitively concluded between the parties as soon as the order has been received by the Supplier, regardless of whether the Customer has paid the amount requested. Special orders: In the case of orders that are customized specifically for the Customer, e.g. in the event of a stock shortage or supply requirement, any modification will result in an additional cost and/or cancellation of the order at the Supplier's discretion. Special orders are agreed upon by mutual consent. Regardless of the type of order, any changes requested by the Customer shall be taken into account, within the limits of the Supplier's possibilities and at its sole discretion, only if they are notified in writing within a reasonable period of time, taking into account the stocks and their supply. **2.3.** In the event that a Customer places an order with the Supplier without having paid the previous order(s), even though the invoice(s) has (have) become due, the Supplier reserves the right not to honor the order and not to deliver the Products, without the Customer being able to claim any compensation whatsoever for whatever reason. **2.4.** The invoice is issued on the day the order is finalized by the Supplier. It shall be communicated to the Customer electronically and/or included on the package.

### **ARTICLE 3 : PRICES**

**3.1.** The prices in force are in euros and can be revised at any time, after prior information of the Customer. The new prices will be automatically applicable to any subsequent order. **3.2.** The prices invoiced are those established on the day of the order on the basis of the economic conditions in force or the negotiated rates, subject to availability of the products concerned. Prices are exclusive of taxes and delivery charges. They will be increased by VAT and any other tax or duty that may become due, at the rate applicable at the time the invoice is issued.

## **ARTICLE 4 : FINANCIAL TERMS AND CONDITIONS**

**4.1.** Unless otherwise agreed, invoices shall be payable in cash and without discount, in full and in one instalment. Unless otherwise agreed by the Supplier, there shall be no set-off for any claims owed between the parties. **4.2.** Payment shall only be deemed to have been made after actual and final collection, regardless of the method of payment agreed between the parties. **4.3.** Any discounts, rebates and refunds are calculated on the turnover excluding VAT and promotional prices; they are only definitively acquired after collection of the invoices. **4.4.** Any sum not paid on the due date shall give rise to the payment by the Customer, as from the day following the due date shown on the invoice, of late payment interest penalties of 8.5% per annum. These penalties are payable by operation of law, without notice or formalities. **4.5.** In addition to the late payment penalties, any invoice not paid on its due date will automatically give rise to the payment of a fixed indemnity corresponding to 2% of the amount due with a minimum of one hundred (100) euros due for collection costs. In the event that the collection costs are higher than this fixed amount, the Supplier shall be entitled to demand additional compensation from the Customer upon justification. **4.6.** Failure to meet a due date shall result in the immediate payment of the other due dates, whether for the same order or for another order, after formal notice has been duly sent by registered letter with acknowledgement of receipt and has remained without effect for eight (8) days.

## **ARTICLE 5 : TERMS OF DELIVERY**

**5.1.** The Products purchased by the Customer will be delivered as far as possible within a maximum of thirty (30) days, provided that the amount due has been paid by the Customer or that the price has been paid in accordance with the agreed conditions. **5.2.** Delivery times do not constitute a strict deadline. Consequently, the Supplier shall not be liable to the Customer for any delay in delivery not exceeding one hundred and twenty (120) days. **5.3.** Delays in delivery shall not give rise to any reduction in price, penalty or indemnity, nor shall they be grounds for cancellation or termination of the order. The transfer of the risks of loss and deterioration of the Supplier's products shall be made upon delivery and receipt of said products by the Customer. **5.4.** The Supplier's liability shall in no event be incurred in the event of delay or suspension of delivery attributable to the Customer, or in the event of a foreign cause or force majeure, as defined in Articles 1147 and 1148 of the Civil Code. Force majeure is understood to mean the cases generally recognized by Belgian and international jurisprudence, without this list being restrictive. **5.5.** In such circumstances, the Supplier shall notify the Customer by any means, as soon as possible after becoming aware of the event. The contract between the Supplier and the Customer shall then be suspended by operation of law, without compensation, for the foreseeable duration of the event. In the event that this period exceeds sixty (60) days, the sale may be cancelled by the most diligent party, without compensation. **5.6.** Any delay in delivery due to an event characteristic of force majeure shall entail, at the Supplier's option, either the extension of the delivery period or the termination of the sale, without either party being entitled to claim any compensation. In any event, the Supplier undertakes to make its best efforts to minimize the inconvenience suffered by the Customer. **5.7.** In the event that the Customer changes the delivery date initially set, refuses to take delivery of the Products or fails to provide sufficient information to enable the Supplier to make the delivery, the Supplier reserves the right to charge the Customer for any logistical and transport costs of any kind.

## **ARTICLE 6 : CONTROL AT THE RECEPTION**

**6.1.** The Customer is required to check the apparent condition of the products upon delivery. In the absence of reservations expressly formulated in writing and accompanied by the delivery slip, within twenty-four (24) hours of delivery, the products delivered by the Supplier shall be deemed to comply in quantity and quality with the order. **6.2.** In the event of missing products or apparent defects such as torn or open packaging or damaged products, the reservations formulated by the Customer must be complete, motivated and as precise as possible, under penalty of rejection. Proof of broken or defective items shall be provided by photographs, which shall be sent to the Supplier at the same time as the written reservations. In the event of missing goods, proof shall be provided by comparing the quantity of goods loaded with the quantity of goods delivered, as well as by the deterioration of any security seal noted at the time of delivery. No claim shall be validly accepted in the event of non-compliance with these formalities by the Customer. **6.3.** All Products shall be returned by the Customer in their original packaging and with the associated accessories and documentation, subject to the Supplier's prior express written consent. Only the carrier chosen by the Supplier is authorized to return the products concerned. The costs of return shall be borne by the Supplier if its liability is effectively recognized for apparent defects, lack of conformity or shortages. **6.4.** The Supplier undertakes to replace, as soon as possible and at its own expense, the delivered products whose lack of conformity has been duly proven by the Customer, to the exclusion of any compensation and any right to cancel the sale. Also, the Customer cannot be exempted, partially or totally, from his obligation of payment of the order.

## ARTICLE 7 : RESERVATION OF OWNERSHIP

**7.1.** The Products shall remain the property of the Supplier until full payment of the price by the Customer, in principal, interest and accessories, even if the Customer is subject to collective proceedings. In this context, the Customer shall inform any judicial representative of the existence of this clause. Any clause to the contrary shall be deemed unwritten.

**7.2.** Without prejudice to the provisions of Article 4.6 of these GTC, failure to pay any due date may result in the reclamation of all or part of the goods left in the Customer's possession, at the Customer's expense and risk, without prejudice to the Supplier's right to request the termination of the sales in progress.

**7.3.** The request for reclamation shall be notified by the Supplier in writing, sent to the address indicated on the order form. The Products in the Customer's possession are conventionally presumed to be those unpaid and the Supplier may take them back or claim them as compensation for any unpaid invoices whatsoever.

**7.4.** Payments already made, and in particular any down payment, shall remain the property of the Supplier as compensation, without prejudice to any other action.

**7.5.** The Customer is authorized, within the framework of the normal operation of its establishment, to resell the delivered products. However, he may not pledge them or transfer ownership of them as security. In the event of resale, the Customer undertakes to immediately pay the Supplier the balance of the price still due, or if necessary to immediately notify the Supplier to enable it to exercise its right to claim the price from the third party purchaser. The resale authorization shall be automatically withdrawn in the event of collective proceedings. These provisions do not prevent the transfer to the Customer, upon delivery, of the risks of loss and/or deterioration of the Products sold as well as the damage they may cause, and this for the entire duration of the reservation of title in favor of the Supplier. Consequently, the Customer shall pay the amount of the price of the Products in the event of their disappearance by accident or otherwise. As of this delivery, the Customer is thus constituted as the depositary and guardian of the said Products. The Customer shall therefore insure the Products at its own expense for the benefit of the Supplier, by means of an ad hoc insurance policy, until full transfer of ownership and shall provide proof thereof to the Supplier upon delivery. Failing this, the Supplier shall be entitled to delay delivery until such proof is presented.

## ARTICLE 8 : GUARANTEES

**8.1.** The products delivered by the Supplier benefit from a two (2) year warranty from the date of delivery to the Customer, covering non-conformity of the products with the order and any hidden defect affecting the products delivered and making them unfit for use. The implementation of the warranty has no effect on the duration of the warranty and cannot extend it.

**8.2.** To the extent permitted by applicable law, the Supplier's warranty is limited to the replacement or repair of non-conforming or defective products, to the exclusion of any compensation. If the replacement or repair of the non-conforming or defective product could not be performed by the Supplier, the latter shall issue a credit note to be used by the Customer for one (1) year from the date of issue, and only to offset the amount of future orders. Under no circumstances may this credit note give rise to reimbursement of the Customer.

**8.3.** Any return of Products shall require the Supplier's prior, express and written consent. Only the carrier chosen by the Supplier is authorized to return the Products concerned. The costs of return shall be borne by the Supplier if its responsibility is effectively established. Upon receipt of the Product, the Supplier will carry out tests to confirm the lack of conformity or the hidden defect. If not, the Product will be returned to the Customer. If the defect is proven, the Supplier will then proceed to repair or replace the Product, provided that the Product is returned complete in its original packaging, accessories and associated documentation, as well as any document proving the sale of the Product by the Customer. The Customer cannot claim any compensation in case of immobilization of the goods due to the application of this guarantee.

**8.4.** The warranty does not cover defects resulting from improper use, negligence or lack of maintenance on the part of the Customer, as well as any damage resulting from normal wear and tear of the goods or from force majeure. The warranty is also excluded when the Products have been subject to abnormal use, or have been used in conditions different from those for which they were manufactured, in particular in the event of non-compliance with the conditions prescribed in the instructions for use. The warranty also does not apply in the event of deterioration or accident resulting from impact, fall, negligence, lack of supervision or maintenance, or in the event of transformation of the product.

**8.5.** In order to assert its rights, the Customer shall, under penalty of forfeiture of any action relating thereto, inform the Supplier in writing of the existence of non-apparent defects of conformity and hidden defects as soon as possible after their discovery.

**8.6.** The Parties may agree on special conditions. In this case, the Supplier shall send special conditions of after-sales service (SAV), as well as its annexes, allowing the Customer to follow the said special procedure agreed between the Parties.

## ARTICLE 9 : LIMITATION OF LIABILITY

In accordance with the provisions of Article 1245 of the Civil Code, the Supplier shall not be liable for any damage caused to property that is not due to the Supplier's act or fault, nor to that of the persons for whom it is responsible. In the event of liability, such liability shall be limited, in terms of the amount paid to the Customer, to the price of the Product(s) that caused the damage.

## **ARTICLE 10 : INTELLECTUAL PROPERTY**

**10.1.** The Supplier shall retain all industrial and intellectual property rights (hereinafter "IPR") relating to the Products, photos and technical documentation. These elements may not be reproduced or used in any form or in any way whatsoever without the Supplier's prior written consent. The Customer also undertakes not to make any use of the documents and IPR belonging to or granted to the Supplier that could be prejudicial to it. **10.2.** For any instruction given by the Customer to the Supplier in the context of its order (in particular concerning the color, logo, size, writing, without this list being exhaustive, to appear on the product, the packaging and more generally on any element forming part of its order), the Customer guarantees to the Supplier that it holds all intellectual property rights (trademarks, designs, models, patents and literary and artistic property rights) attached or likely to be attached to any element forming part of the order. In this respect, the Customer guarantees that the products, packaging and elements do not infringe any industrial property right or any literary or artistic property right held by one or more third parties and that they are not likely to give rise to any claim, request, action or recourse, including indemnity (in particular for infringement and/or unfair competition and/or parasite), or of such a nature as to disturb the performance or operation of the order. In such a case, the Customer undertakes to guarantee and compensate the Supplier for all costs and indemnities of proceedings, expert fees, administrative fines, transactional indemnities, damages, logistical and transport costs, without this list being limitative, which may be charged to the Supplier.

## **ARTICLE 11 : PERSONAL DATA AND RIGHT TO OBJECT**

**11.1.** The Supplier, in its capacity as data controller, collects certain personal data of the Customer's employees, including their surname, first name and professional details, when drawing up the order form, delivery note and invoice. This personal data is collected, recorded and processed by the Supplier for the purpose of carrying out the sale and managing any complaints, for which it is essential. It is the completion of the sale, which constitutes a contract between the Supplier and the Customer, that justifies the collection and processing of personal data.

## **ARTICLE 12 : INVALIDITY – TOLERANCES**

**12.1.** The invalidity, lapse, lack of binding force or unenforceability of any of the provisions of these GTC shall not entail the invalidity, lapse, lack of binding force or unenforceability of the other provisions, which shall retain all their effects.

**12.2.** The Supplier and the Customer may, by mutual agreement, agree to replace or modify the invalidated provision(s).

**12.3.** Tolerance of the application of any clause of these GTC shall never, regardless of its duration or frequency, be considered as a waiver of the right to demand compliance with such clause(s).

## **ARTICLE 13 : APPLICABLE LAW AND JURISDICTION**

**13.1.** By express agreement between the parties, these GTCs and the purchase and sale transactions arising therefrom are governed by Belgian law. In the event of a dispute concerning the validity, interpretation, execution or non-execution of these GTC, the Supplier and the Customer undertake to do everything possible to resolve it amicably. Failing that, the dispute shall be brought before the competent courts of the Supplier's registered office.