

## GENERAL TERMS & CONDITIONS

1. The client acknowledges that only the general terms and conditions of Intersig NV shall apply to the mutual legal relationship, and that the client's general terms and conditions are excluded, unless expressly agreed otherwise in writing.

2. Any complaints relating to goods or delivery must be made in writing within 5 days of receiving the goods. The client may, at its own expense, inspect the goods or have them inspected upon loading (as long as this does not hinder the loading process). The delivery and transfer of risk shall be deemed to have occurred, unless otherwise agreed, once the goods leave the warehouses of Intersig NV and as soon as the goods are loaded onto the means of transport. If free-of-charge delivery has been agreed, the risk is transferred as soon as the goods are delivered and unloaded on the client's premises (DDU), even if no delivery note has been signed.

Signatures from transport companies on shipping documents cannot be used as evidence against Intersig NV. Goods ready for shipping and that cannot be shipped for reasons beyond Intersig NV's control shall be deemed to be delivered and shall be held at the risk and expense of the purchaser, if necessary in storage (even in the open air) with no liability on the part of Intersig NV. Intersig shall be free to choose the means of transport, unless otherwise agreed in writing. For FAS or FOB deliveries, the client must give instructions for the delivery of the goods and provide the necessary shipping space on time. Failing this, any costs that may arise shall be borne by the client and where necessary, Intersig NV shall be permitted to unload on the quay or in a transit warehouse, barge or warehouse at the risk and expense of the client.

3. If it accepts a complaint, Intersig NV reserves the right to choose between replacing, reworking or providing credit for the materials. Intersig NV may under no circumstances be held liable for consequential damage such as loss of raw material during the production process, salaries and costs of transport or materials, even where a complaint is accepted for the delivery.

4. The agreement shall come into effect by way of a written order confirmation from Intersig NV, without prejudice to the binding nature of the client's order.

5. All prices stated exclude VAT and any future taxes or State-imposed price increases, which shall always be borne by the purchaser. Extra costs that may arise in the case of transport not being able to run normally or unhindered shall be borne by the client. All delivery dates provided are estimated. Delays shall not give rise to cancellation or compensation. Partial deliveries may be made, which must be accepted by the client. In the event of force majeure (fire, floods, natural disasters, wars, shortage of materials, strikes or lock-outs at Intersig or its suppliers or transport services), the delivery term shall be suspended.

6. Weights, measurements and quantities as established by Intersig NV upon leaving the factory, shall determine the amounts due by the client. Unless otherwise agreed, the standard quality is delivered. The standards of the Belgian Bureau of Normalization ([www.nbn.be](http://www.nbn.be)) shall serve as a guide. In the event of special orders, the client shall safeguard Intersig NV from any damage that could arise from them (e.g. breaches of third-party intellectual property rights). The client's drawings or models may be destroyed by Intersig NV 3 years after the last order. Studies, plans, samples, photos, drawings and models of Intersig NV remain the property of Intersig and must be returned at Intersig's first request. In such a case, the client is prohibited from keeping copies and from providing these materials to third parties.

7. Export by the client or the client's buyers to the country of origin or to another country is not permitted except by express agreement. The client must provide evidence as to where the materials are sent. In case of breach of this obligation, Intersig shall

have a right to full compensation, at a minimum of EUR 50 per tonne of material.

8. Any disputes pertaining to invoices must be communicated at the latest 30 days after the invoice date by way of a letter sent by recorded delivery. Any default or delay with respect to the payment of an invoice shall give Intersig NV the right to require immediate payment of all amounts outstanding to the client without stating reasons. If the purchaser fails to comply with its obligations vis-à-vis Intersig NV or if it suspends payment, interest of 10% shall be applied with immediate effect and without a notice of default. Additional lump-sum compensation of 10% of the invoice amount, with a minimum of EUR 50, shall also be payable. In the case of default on payment, without prejudice to the purchaser bearing the risk relating to the goods, title shall be retained in favour of the vendor until the outstanding amounts have been paid in full. Moreover, Intersig NV may require adjusted guarantees from the client, failing which the order may be cancelled in whole or in part. In the event of a stage payment agreement, the client must, at the request of Intersig NV, accept bills of exchange and guarantees thereon. Failing this, Intersig NV may suspend or cancel the agreement. The retention of title remains in force even when bills of exchange are drawn down or where securities are accepted as payment. Any significant change in the client's circumstances (death, incapacity, cancellation, protest of the bill of exchange, the Business Continuity Law (WCO), insolvency etc.) shall give Intersig NV the right to request guarantees, or suspend or cancel the agreement, in which case any part of the order already delivered shall become immediately payable.

9. Any disputes come within the jurisdiction of the courts of the head office of Intersig NV, without prejudice to the right of the latter to institute legal proceedings before the courts of the head office of the client. The law of Belgium shall apply.