

ARTICLE 1: APPLICABLE TERMS AND CONDITIONS

1.1. Unless otherwise agreed in writing by parties, these general terms and conditions apply to all deliveries of goods by Frajodis nv , with registered office at 4 Stokkelaar, 9160 Lokeren (Belgium) (Crossroads Bank for Enterprises no. 0445.825.658). These terms and conditions prevail over any terms or conditions used by the customer.

1.2. An order or assignment implies the unconditional acceptance of these general terms and conditions by the customer who declares to have taken cognizance of these terms and conditions before the execution of the agreement in a language understood by the customer. With the acceptance of these general terms and conditions, the customer acknowledges that each of these terms and conditions is intentional and does not create an imbalance in the agreement between the customer and Frajodis nv .

1.3. Each order or assignment has to be accepted by Frajodis nv before it results in an agreement.

ARTICLE 2: DELIVERY

2.1. The terms of delivery given to the customer are only indicative and therefore not binding. The mere expiry of the expected terms of delivery and/or execution shall not entitle the customer to damages or the termination of the agreement.

2.2. The goods travel at the addressee's risk and peril. The customer acknowledges with the acceptance of these general terms and conditions that the risk was taken into account when setting the price. Without this provision, the agreement between the customer and Frajodis nv would not have been executed at the same price.

ARTICLE 3: PRICE AND PAYMENT

3.1. The customer covenants and agrees to pay the goods delivered as described in the invoice.

3.2. Unless otherwise agreed in writing, invoices are payable in cash at the registered office of Frajodis nv in the currency specified in the invoice. The exchange rate risk is at the customer's expense.

3.3. Complaints relating to invoices, on pain of nullity, have to be lodged immediately by the customer and in writing at the latest within 5 working days.

3.4. In the event of the failure to pay an invoice when due, all amounts due become immediately payable, regardless of the payment modalities granted previously.

3.5. In the event of the entire or partial non-payment of an invoice on the due date, the customer shall pay late payment interest at 12% per year on the unpaid invoice amount, by operation of law and without prior notice. Furthermore, the customer shall also pay a flat-rate compensation amounting to 20% of the unpaid invoice amount, with a minimum of € 50.00, by operation of law and without prior notice. All this without prejudice to the right of Frajodis nv to claim higher damages provided there is proof of the damage actually suffered.

3.6. Frajodis nv reserves the right to terminate the agreement in the event of non-payment. In that case, the customer shall pay the compensation as laid down in article 6.2.

3.7. Unless otherwise agreed in writing, an agent or representative of Frajodis nv may not collect the invoice amounts. A payment to an agent or a representative shall not exempt the customer in any way from the obligation to pay to Frajodis nv .

ARTICLE 4: LIABILITY

4.1. With the acceptance of the delivery of the goods, the customer acknowledges that Frajodis nv fully complied with its obligation to deliver. The customer covenants and agrees to receive the goods immediately upon delivery and to check whether the quality and/or quantity of the goods delivered corresponds to what has been agreed. Frajodis nv has to be informed immediately and in writing at the latest within forty-eight (48) hours of any visible defects of the goods delivered. Complaints relating to visible defects are only valid and shall only be examined if the goods sold have not yet been used by the customer.

4.2. Frajodis nv is only liable for damage caused by the failure to comply with its contractual or legal obligations, if and insofar this damage is caused by its serious error or fraud. It shall not be liable for any other errors.

4.3. If Frajodis nv is held liable for damage, the liability is in any case limited to the invoice amount of the goods delivered. Frajodis nv is never liable for any indirect damage and costs, including but not limited to consequential damage, loss of profit, loss of savings, commercial damage, loss of production or damage to third parties.

ARTICLE 5: RETENTION OF TITLE

5.1. All goods remain property of Frajodis nv until the full payment by the customer.

5.2. Notwithstanding the retention of title, as from the moment of shipment, the customer bears the risk of loss, theft, destruction or damage of the goods, regardless of the causes and/or the damage caused by these goods. The customer acknowledges with the acceptance of these general terms and conditions that the risk was taken into account when setting the price.

ARTICLE 6: TERMINATION

6.1. Frajodis nv may terminate the agreement entered into with the customer at any time, with immediate effect and without payment of compensation in the following cases: (i) if the customer fails to comply with one or more obligations arising from the agreement in due time and form, (ii) if there is no more trust in the customer's creditworthiness due to acts of judicial enforcement against the customer or the suspension of payment or the application of insolvency proceedings, (iii) in case of the liquidation or discontinuation of the customer's activities.

6.2. In the event of the termination of the agreement at the customer's expense, Frajodis nv may claim a flat-rate compensation amounting to 20% of the agreed price, without prejudice to the right to claim higher damages provided there is proof of the damage actually suffered. This flat-rate compensation shall be proportionate to the prejudice suffered by Frajodis nv by the non-execution of the agreement.

ARTICLE 7: APPLICABLE LAW AND JURISDICTION

7.1. Any dispute in the context of the agreement shall be governed exclusively by Belgian law.

7.2. Any dispute on the existence or execution of the agreement shall be settled exclusively by the courts of the legal district of Ghent, Dendermonde division.