

## **General Terms and Conditions – Metes NV**

### **1. GENERAL**

The general terms and conditions of Metes NV enjoy precedence in full over the client's own general terms and conditions. Acceptance of the goods will be considered as an agreement to these general terms and conditions and the client will be considered to know these conditions. Any diversion of these terms and conditions shall only apply to the extent that they are agreed expressly and in writing between parties.

### **2. ORDERS**

Only signed and written orders will be considered as binding.

### **3. DELIVERY TIME**

Metes NV shall not be bound by any delivery period quoted and these shall be considered for information purposes only. Delays in delivery cannot give rise to claims of the client for compensation for damages, nor to cancellation or suspension by the client of the order.

### **4. DELIVERY**

Prices are calculated ex factory, unless prior deviating agreement. The goods will always be sent at the client's risk. In the event of damage or delay in relation to the transport the client only has recourse against the carrier. Metes NV reserves the right to provide and invoice for partial deliveries.

### **5. RETURNS**

Goods cannot be returned without prior written consent from Metes NV. The costs for returns made without the agreement of Metes NV will be incurred at the client's own expense. Returned goods will always be transported at the client's own risk and expense.

### **6. PAYMENT**

All invoices are payable at Dilsen-Lanklaar. Except for written stipulations to the contrary all invoices are payable in cash. All costs arising from bills of exchange, etc. are at the client's expense. Disputes relating to invoices need to be made in writing by registered post within 8 days of the invoice date. All amounts outstanding on the due dates will incur by law, and without formal notice, a late payment interest of 12% on the principal sum from the invoice date. In addition a fixed amount of 10% will be added to the claimable amount by law and without the requirement for formal notification, to be increased by the relevant collection charges arising as a consequence of the late payment.

Non-payment of a single invoice by the due date entitles all the other invoices to be immediately claimed by law even though they are not due. Should the client neglect to carry out his obligations, the sale can be terminated by law and without any formal notification, notwithstanding other rights of Metes NV. A registered letter indicating the intention of Metes NV to do so will be sufficient for this. The receipt and/or acceptance of bills of exchange or other drafts does not imply a novation and does not constitute a deviation from the general terms and conditions.

### **7. CLAIMS FOR NON-CONFORMITY**

Immediately upon receipt of goods, the client shall examine the quality and quantity of the goods. The client must notify Metes NV by registered mail of any visible non-conformity or visible defects regarding quality and quantity of the goods within 5 days after receipt of goods. After this period, the client loses the right to appeal to the visible non-conformity or visible defects of the goods.

Complaints regarding hidden defects have to be filed with Metes NV in writing by means of registered mail within 8 days after the deficiency has been ascertained or could have been ascertained. Complaints never give the client the right to suspend the payment of the price or other commitments of the client.

If the client makes a timely and justified complaint about a non-conformity or defect, Metes NV can at its own discretion either replace the non-conform or defected good or choose another remedy. As far as the complaint can be repaired within a reasonable time, the client has no right to any other compensation or damages whatsoever.

## 8. LIABILITY

Metes NV shall not be liable regarding the client or third party, nor shall Metes NV be obliged to guarantee for faults, except for her own fraud, nor for the faults of its agents and subcontractors, even for their severe faults and intentional fault.

Metes NV makes no warranty that the goods or parts of it will work or will be useful, that the goods will be sellable or will be suitable for a particular purpose.

Metes NV shall not be responsible for any direct or indirect, incidental or consequential damages the client or third parties may suffer with respect to the use of the goods, including but not limited to the condition of the goods, the merchantability or its fitness for a particular purpose.

In any event, the liability of Metes NV shall be limited to a maximum sum equal to the price paid by the client to Metes NV for the goods.

## 9. INTELLECTUAL PROPERTY

If the client provides Metes with drawings and/or designs, the client guarantees that those drawings and/or designs do not infringe on the intellectual property rights or other rights of third parties. The client shall hold Metes harmless for any third party claim based on the alleged infringement by such drawings and/or designs on their rights.

Metes can, at its own initiative or at the request of the client, modify the designs which are provided to it by the client (the modified designs are hereinafter referred to as "Re-designs"). When creating such Re-designs, Metes uses its own knowhow. The intellectual property rights in the Re-designs are owned by Metes. The client cannot reproduce and/or communicate the Re-designs without the explicit prior consent of Metes.

## 10. RESERVATION OF TITLE

The risk associated with the goods and accessories sold will be transferred to the client once the agreement is concluded, but the goods remain exclusive property of Metes NV as long as the client has not fulfilled all his obligations, such as not having paid the full amount, or still owes any potential interest for late payment or any other additional costs. The client is prohibited from selling, or renting the goods, or making them available in any other way to a third party as long as the full purchase price remains outstanding. In the event that this prohibition is not observed the client will be indebted for a fixed compensation for damages of 50% of the purchase price. Advance payments will be retained by the vendor as compensation for possible losses incurred through resale. Should the goods still be sold the purchaser will be entitled to the resulting purchase price instead of the goods sold.

In accordance with the above stipulations METES NV entitled to immediately take back all goods and accessories sold wherever they should be, where all removal costs, including dismantling, transport and such like will be at the client's expense. The client is obliged to inform us where the goods sold are located and to assist in full in the removal. Should the removal be hindered in whatever way by the client's actions, or individuals appointed by him or his creditors, then the client will be indebted to us by law for compensation amounting to 250 EUR per day until the day on which the goods are placed in our possession. The costs for any potential replacement will be borne by the client.

## 11. DISSOLUTION

Should the client not fulfill one of the requirements which follow from an agreement concluded with us, or should the client not have carried out his obligations promptly previously, or in the event of bankruptcy, a judicial settlement, suspension of payment, a cessation of trade by the client or the liquidation of the client's company, he will be considered to be in default by law, and we will be entitled to postpone the agreement, or to rescind it in part or in full without the requirement of formal notification or judicial intervention without the obligation to pay any compensation for damages or guarantees, and notwithstanding any of the other rights of Metes NV. In these events all claims which Metes NV has in respect of the client, will be immediately claimable.

## 12. FORCE MAJEURE

In case of force majeure, Metes NV has the right to suspend its obligations or to terminate the contract without judicial intervention. This shall not give the client the right to any damages.

Circumstances which are seen as force majeure are: war, riots or other disturbances of public order, fire, cracking of materials, exceptional traffic disruption, exceptional climatic circumstances, strikes, lock-outs, disruptive energy supply, partial or total default of third persons who have to deliver the necessary materials or services. This list is illustrative and not exhaustive.

Equal to force majeure are circumstances which make the execution of the agreement impossible, unreasonable heavy or long, in such way that execution of the agreement cannot reasonably be demanded anymore under the same conditions.

## 13. VALIDITY

In the event that one or more of the stipulations in these general sales conditions, or an agreement based on these are invalid or should become invalid this will have no effect on the validity of the remaining stipulations and the invalid stipulation shall be substituted by a stipulation which achieves to the greatest extent possible the same effect as would have been achieved by the substituted stipulation.

## 14. JURISDICTION AND APPLICABLE LAW

All disputes which occur in relation to agreements which are subject to these general sales conditions will only be decided in accordance with Belgian law. The courts of law for the location of the registered office of Metes NV have