

## GENERAL TERMS AND CONDITIONS – VAN DER ERVE NV (version 30/03/2021)

### Article 1: Definitions

In these General Terms and Conditions, the following terms have the following meanings:

- 1.1 Supplier: Van der Erve NV, having its registered office at Weiveldlaan 41, 1930 Zaventem, and with company registration number 0440.795.120 (RPR Brussels, Dutch language).
- 1.2 Customer: The natural person or legal entity, or their legal successor(s), who signs a contract with the Supplier;
- 1.3 Contract: The contract for the supply of products by the Supplier to the Customer, of which the present General Terms and Conditions are an integral part.

### Article 2: Applicability of the General Terms and Conditions – Formation of a Contract

- 2.1 These General Terms and Conditions shall apply to all offers and every Contract between the Supplier and the Customer, unless the parties have expressly agreed in writing to deviate from these terms and conditions.
- 2.2 The Supplier is entitled to change these General Terms and Conditions at any time, it being understood that if the Supplier does so for current orders, the Supplier must have a valid reason to do so. These changes shall only apply to current orders if the Supplier has notified the Customer of the changes no later than one month before they take effect. The Customer shall be bound by these changes unless they have cancelled the Contract in writing before the date on which the changes take effect. The changed General Terms and Conditions shall apply to new orders (and contracts) with immediate effect.
- 2.3 The Customer's general terms and conditions of sale, purchase, or other conditions shall not apply unless agreed otherwise in writing.
- 2.4. In the absence of a written contract signed by both parties, a contract shall also be deemed to exist in the following cases: (1) the Supplier has confirmed the Customer's order in writing, (2) the Customer has accepted the Supplier's offer (in writing or verbally), and/or (3) the Supplier executes the Customer's verbal order without the Customer objecting to this immediately.
- 2.5. The Supplier shall not be bound by any changes or additions to an order or an existing contract made by the Customer unless the Supplier has accepted them in writing.

### Article 3: Prices and Payment Terms

- 3.1 All prices and rates exclude VAT and other government levies.
- 3.2 Unless expressly agreed otherwise in writing, all invoices are payable in cash in Belgium.
- 3.3 At the risk of forfeiture of rights, the Customer must send any complaint or protest about an invoice to the Supplier by registered post no later than seven days after receipt of the invoice. Otherwise, the Customer will be deemed to have accepted the invoice.
- 3.4 If an invoice is paid late, the Customer shall be liable, by operation of law and without notice of default, to pay interest on arrears from the due date amounting to 12% per annum on the invoice amount, as well as fixed compensation for any collection costs, which shall be equal to 10% of the invoice amount with a minimum of EUR 50. Furthermore, in that case, the Supplier shall be entitled to demand immediate payment of all other invoices that are not yet due.
- 3.5 Every late payment, including partial late payment, on the Customer's part shall entitle the Supplier to terminate the Contract by operation of law and without any further notice of default by means of a simple written notification (including by e-mail). The interest on arrears and fixed compensation shall remain payable to the Supplier irrespective of the termination of the Contract.

### Article 4: Orders and Delivery

- 4.1 Orders requiring export documents will be subject to a EUR 50 surcharge if the total invoice amount is less than EUR 2,000. Orders from our stock range will be subject to a minimum gross invoice amount per country/region. A transport surcharge may be applied if the order is below this minimum amount.
- 4.2 The first product shipment will always be made on the basis of a pro forma invoice. The ordered products will be delivered upon receipt of the payment of this pro forma invoice.
- 4.3 The risk of loss of or damage to the products shall pass to the Customer when the Supplier makes the goods available to the Customer at the agreed time and place.

#### Article 5: Retention of title

5.1 Irrespective of the agreed conditions of sale or any security provided, all the products supplied by the Supplier shall remain the Supplier's property until the Supplier has received the total purchase price and, in addition, all other claims that the Supplier has or will have against the Customer have been settled.

5.2 Until such time as ownership of the products is transferred to the Customer, the latter shall not pledge the products or grant third parties any other rights to them besides those that are part of their normal business operations. If the buyer processes or resells the products belonging to the Supplier, they shall (upon formation of the Contract) pledge any claims arising from such processing or resale to the Supplier.

5.3 Should the Customer be in default with regard to any of the claims referred to in the first paragraph, the Supplier shall be entitled, without further notice, to repossess the products subject to the retention of title and either store them at the Customer's expense and risk until full payment has been received, or sell them to a third party and offset the proceeds of the sale less any associated costs against the Customer's debt. In any case, the Customer shall be obliged to pay the goods' agreed purchase price in full.

#### Article 6: Cancellation – Termination by operation of law

6.1 If the order is cancelled or its execution is temporarily suspended at the Customer's request, invoicing shall be done at the stage of execution of the order at that moment. This amount will be increased by additional fixed compensation of 50% of the order's original price.

6.2 The Supplier shall be entitled to dissolve the Contract by operation of law and without prior notice of default in the event of bankruptcy, a court settlement plan or apparent insolvency, non-payment or late payment of the amounts owed by the Customer shortcomings that are not remedied within seven days of a notice of default given by the Supplier, as well as providing incorrect information about the Customer's identity and/or address.

#### Article 7: Complaints

7.1 Any complaints about delivered products shall only be valid if they have been submitted to the Supplier in writing no later than five days after receipt of the products. If the Customer does not protest within the aforementioned terms, the delivered products shall be regarded as having been accepted by the Customer.

7.2 The Customer must report to the Supplier any hidden defects that become apparent only at a later date, on risk of forfeiture, within two working days of their discovery by the Customer.

#### Article 8: Liability

8.1 The Supplier's liability shall in all cases be limited to – at the Supplier's sole discretion – refund of (part of) the purchase price or free replacement of the delivered products.

8.2 The Supplier's liability shall never extend to damage caused by delays in delivery or any other consequential damage (including, but not limited to, loss of profits).

#### Article 9: Applicable law and jurisdiction

9.1 These General Terms and Conditions, and all offers, contracts, and their execution, are subject exclusively to Belgian law, to the exclusion however of the Vienna Sales Convention.

9.2 Any disputes arising from or relating to the Contract to which these Terms and Conditions apply, or these Terms and Conditions themselves, shall be settled exclusively by the Dutch-speaking courts in Brussels.

#### Article 10: Invalidation provisions

If and to the extent that any provision of these General Terms and Conditions and/or the Contract proves to be wholly or partly invalid or voidable, this shall not affect the validity of the remaining provisions. The invalid or voidable provisions shall be replaced in consultation between the parties by a provision that approximates the earlier provision's scope and intention as closely as possible.