

GENERAL SALES CONDITIONS

ARTICLE 1: The buyer is deemed to be familiar with and accept the sales conditions as stipulated hereinafter by the sole fact of placing an order and/or receiving the invoice. Only the following conditions apply to our contracts. These conditions form a set with our offers, confirmations and contracts. We reject all other conditions issued by customers. Alternative conditions shall only be valid after written and express acceptance by the authorized persons of our company.

ARTICLE 2: The quotations are drawn up in good faith but are only approximate. They are subject to adjustment, for example when wages and social security charges and/or prices of raw materials rise. They are entirely without obligation, unless stipulated otherwise. All statutory charges and taxes are to the charge of the buyer. The prices that are not quoted in euros are presumed to be calculated according to the rate of the day of the order confirmation. Every exchange rate difference (devaluation or increase in value) shall be to the charge of the buyer and is determinant in increasing the price or preserving the set price.

ARTICLE 3: The delivery and/or commissioning periods are specified in good faith, but are only approximate. They are not binding. Circumstances such as strike, fire, machine defect, irregular supplies, internal organizational problems, government measures, etc, are considered as forms of force majeure when they impede or delay delivery. Late delivery may not, except in the event of written agreement to the contrary, give rise to the refusal of the merchandise by the customer, nor to the payment of compensation by the seller. The seller may not be held liable for the consequences if the infrastructure of the company of the customer is not appropriate for the characteristics of our products. Unless agreed otherwise, the commissioning shall be done by our services. When the buyer commissions the installation himself, it shall be entirely at his own risk, and the seller reserves the right to reject all claims relating to invoking the warranty. The energy supplies, utility services and infrastructure works are always to the charge of the buyer. Extra costs incurred by the fact that the customer wants a shorter delivery period than the normal delivery period shall be to his charge.

ARTICLE 4: The buyer fully acknowledges having been informed of all characteristics and specifications relating to the goods purchased. The manufacturer reserves the right to deliver the materials/installations in accordance with the most recent developments and updates. The goods shall travel under the responsibility and at the risk of the buyer, even when they are sold post-paid. The transport of goods is to the charge and cost of the buyer. The goods shall be sent, if possible, on the date of the invoice or the next day. This date is 'ex works'.

ARTICLE 5: Taking receipt of the goods covers their visible defects. Any comments must be made by the customer on the delivery form. The fact that the goods are packaged does not stand in the way of acceptance. In the event of non-conformity, the seller may exchange the components concerned, to the exclusion of any other compensation. Goods may only be returned with the consent of the seller. All other complaints must be reported to the seller, by registered letter stating reasons, within eight days of the execution of the works or the delivery of the goods. After this period, every delivery shall be considered as completely and irrevocably accepted. In all cases in which the buyer invokes the warranty of the seller, the buyer shall bear the burden of proof. The claims of the buyer with respect to the seller in application of the present clause shall be limited to a maximum of the value of the installation supplied on the basis of the price charged by the seller. The submission of a complaint, for whatever reason, may not allow the buyer to delay payment until after the normal stipulated due date.

ARTICLE 6: Except in the event of written agreement to the contrary, our invoices are payable at the registered office, at the latest 8 days after the invoice date. If there is no acquisition upon delivery, the invoices are payable on the delivery date. The payment must be made in cash, net and without discount or offset at the registered office or to a bank or post office account designated by the buyer. In order to be valid, every receipt must be dated and signed by the director or his representative. Any collection or protest costs of an accepted or unaccepted bill of exchange and/or check shall be to the charge of the customer. The presentation of a bill of exchange does not change the place of payment. When drawing a bill of exchange, we do not renounce any of the above-mentioned rights and the drawing of a bill of exchange shall never count as novation. In the event of late payment, contractual interest on arrears of 12% per year shall be due, automatically and without a default notice. In the event of entire or partial non-payment of the debt on the due date, after a default notice has remained in vain, the debt balance shall be increased by 12%, with a minimum of €125 and a maximum of €1,860, by way of fixed compensation, even in the event of periods of grace being granted. In the event of judicial collection, all legal costs shall be to the charge of the buyer, without prejudice to the invoice for the costs and fees of the lawyer of the seller. If there is no acquisition upon delivery and the invoices are subsequently payable on the delivery date, interest and penalties shall be charged if payment is not made promptly after delivery, even without their having been an acquisition. In the event of entire or partial non-payment of one invoice or any other sum due, all other debts shall be automatically payable, even the debts that are not yet due. The buyer is not entitled to submit any complaint against unpaid invoices that cover the delivery, nor may he delay the payment of these invoices.

ARTICLE 7: We reserve the right, before or during execution of the contract, to require guarantees for the payment of the purchase price from the customer. The costs of the provision of these guarantees shall be to the charge of the customer. In the event of refusal, we reserve the right to entirely or partially cancel the order.

ARTICLE 8: The goods shall remain the property of the seller until the buyer has settled all his obligations towards the seller, including those arising from other transactions and deliveries. The buyer acknowledges that this clause reserving ownership was brought to his attention and accepted by him before delivery of the goods. In view of the reservation of ownership, it is prohibited to alienate the goods sold before full payment, and this upon penalty of compensation. The buyer undertakes, for as long as full payment has not been made, to keep the goods not consumed by him in a recognizable and good condition, also upon penalty of compensation. The buyer must insure the purchased goods for the duration of the reservation of ownership against fire, explosion and water damage, machine failure and theft. The buyer is required to cooperate with all measures that the seller may take to protect his goods or rights. The parties expressly agree that, in the event of resale or any other alienation of the sold goods by the buyer to a third party before the purchase price has been paid to the seller, German law shall apply, in accordance with Article 3 of the Rome Convention. In the event of resale by the original buyer, the original buyer assigns his claim for payment of the price from the resale to the original seller, i.e. our company, as security. This transfer is of real effect and is consequently impossible on the third party. If the buyer is behind in his obligation to pay, and he has been reminded to pay by registered letter, in a subsequent registered letter the seller may choose to take back the goods supplied that are still in the possession of the buyer, such that the original contract of sale is automatically cancelled. In this case the full price invoiced by the seller shall be due, plus interest and penalties, but the buyer shall nevertheless be credited with the value of the goods taken back, subject to deduction of the dismantling costs and all costs arising on account of the return, and taking account of the reduction in value due to wear and tear and technical depreciation. When the option to take back under the set conditions is notified to the buyer, the buyer may not oppose this taking back. This clause does not affect the transfer of risk as provided by Article 4 of these invoicing conditions.

ARTICLE 9: Every severance or termination of an order or contract, as well as any non-observance of the agreed payment conditions or other obligation of the buyer, shall give the seller the right to compensation and to invoice for the services already provided at the agreed rates. The compensation and loss of profit shall be at least 20% of the total value. In such a case, all contracts entered into with the buyer may be cancelled without any formality, and this without prejudice to the right to compensation for the seller. The expression of intent by letter to the buyer shall suffice for this. This provision also applies when, in the course of the contract, the financial situation of the buyer changes, in the event of insolvency, when the buyer is declared bankrupt, when the seller fears the loss of the guarantees for his receivable or when the buyer does not respond to the demand of the buyer in accordance with Article 7 above. The buyer expressly declares that all the credit balances that he holds with respect to the seller may be offset against all debts arising from the present agreement, as a guarantee and at whatever time. Pursuant to the cancellation, the seller, who has remained the owner of the goods in accordance with Article 8 above, may recover and sell the goods in order to limit all damage, and this eight days after a registered letter of the buyer in default.

ARTICLE 10: The person who places an order with the request to draw up the invoices for the goods supplied and/or the works done in the name of a third party shall remain jointly and severally bound towards the seller for the performance of all obligations.

ARTICLE 11: There is a warranty that applies until six months after delivery and any commissioning by the seller. This warranty does not apply to consumables and wearing parts. If the buyer has commissioned the installation himself, the buyer may not invoke this warranty.

ARTICLE 12: The contracts are subject to Belgian law, even when bills of exchange with a different domicile have been accepted. An exception may be made to this in the specific case provided by Article 8 of the present invoicing conditions. In the event of a dispute, only the Courts of the legal district of the registered office of our company shall have jurisdiction. The contracts are subject to Belgian law, even when bills of exchange with a different domicile have been accepted. An exception may be made to this in the specified case provided by Article 8 of the present invoicing conditions. In the event of a dispute, the courts of the judicial district headquarters of our company or the courts of the place of residence / registered office of the contractor are competent, the choice belongs to SA SIMA.

ARTICLE 13: The installation may differ from the technical description for technical reasons.

ARTICLE 14 Sima reserves the right to pause the works if the client does not respect its payment obligations.

ARTICLE 15 Sima reserves the right to only start the electrical works and commissioning upon reception payment of the delivery.

ARTICLE 16: As part of our policy of a never ending improvement, Sima reserves the right to modify technical specifications at any time without prior notice, but preserving the guarantee of quality and conformity.