



ISOMASTERS NV - GENERAL CONDITIONS OF SALE 2018.01

1. GENERAL

1.1 All supplies by isomasters NV (hereinafter referred to as "isomasters NV") are exclusively subject to these terms and conditions, to the exclusion of the terms and conditions of the Buyer (hereinafter referred to as the "Customer"), unless explicitly agreed otherwise in writing by isomasters NV. By placing an order or accepting an offer, the Customer accepts isomasters NV's terms and conditions.

1.2 Any waiver by isomasters NV of its rights under these general terms and conditions and/or sums of money cannot be regarded as a definitive renunciation, and does not prevent isomasters NV from invoking the applicability of these general terms and conditions in the future to exercise its rights and/or demand sums of money due to it.

1.3 The invalidity and/or unenforceability of one or more of the clauses of these general terms and conditions have no effect on the validity and/or enforceability of the other clauses.

2. CONTRACT

2.1 Price catalogues or pricelists are not binding on isomasters NV until and to the extent that they are confirmed in writing by isomasters NV.

2.2 Unless the quality requirements are explicitly agreed in writing, isomasters NV shall supply products of a quality no worse than is in common usage and acceptable in the sector. The above does not apply to products that which are sold as second quality.

2.3 Modification or cancellation by the Customer of an order confirmed by isomasters NV must be done in writing and is only binding on isomasters NV after isomasters NV has given its written consent. In any case, isomasters NV reserves the right to claim compensation for costs incurred and loss of income. Without prejudice to isomasters NV's right to prove greater damages and to claim compensation for them, such compensation is estimated at 25% of what the customer would have had to pay under the contract, or 100% if the modification or cancellation occurs during the last four weeks before the scheduled delivery date.

2.4 If, as a result of altered circumstances or a change in the order, or an event or circumstance beyond the control of isomasters NV which renders the performance of the contract temporarily impossible or difficult, isomasters NV shall be entitled to suspend its contractual obligations temporarily and extend the agreed deadlines.

3. PRICE AND PAYMENT OF THE PRICE

3.1 All isomasters NV prices are exclusive taxes. The price, in principal and ancillary sums, is payable cash at the head office of isomasters NV. In the event of late payment by the Customer shall be entitled ipso jure to increase the price to take account of the supplier credit by 10% with a minimum of 150 €.

3.2 The Customer shall be deemed to have acknowledged the invoice as correct and to have acknowledged the debt, if it has not submitted a protest in writing within 14 calendar days after the invoice date.

3.3 For any amount not paid at its due date, interest will be charged as of right and without notice of default, at the rate of 1% per month.

3.4 isomasters NV is entitled to send the Customer reminder letters about late payment. A flat-rate fee of 25 € will be charged for a first reminder letter. From the second reminder letter, whether or not by registered post, a flat-rate fee of 50 € per letter will be charged. The Customer is obliged to meet the above fixed costs together with the amount meant

4.8 Notwithstanding the foregoing, and except where isomasters NV proves that the Customer has not suffered damages or could not suffer damages or has suffered lesser damages, the Customer shall be entitled, if isomasters NV delivers or completes late, to compensation equal to 0.20 % of the total amount billed by isomasters NV per day of delay, without the total of such compensation being able to exceed 10% of the total amount invoiced by isomasters NV.

5. DELIVERY AND TRANSFER OF RISK

5.1 Delivery will take place FCA ("Free Carrier") in accordance with Incoterms 2010. In accordance with FCA, the risk of the transaction passes to the Customer if the agreed place of delivery is the premises of isomasters NV, once the goods are loaded onto the means of transport provided by the Customer.

5.2 In the case referred to in subparagraph 5.1, the Customer is obliged to inspect the goods during loading for visible defects and for their conformity with what was agreed. Loading of the goods is deemed to be definitive confirmation of the apparent conformity of the goods, with regard to quality, quantity and dimensions, as well as the absence of visible defects. Where transport is carried out by an intermediary, whether or not hired by isomasters NV, the intermediary shall perform the aforementioned inspection and shall be deemed to act as an agent of the Customer.

5.3 If, however, another place of delivery than that referred to in subparagraph 5.1 has been explicitly agreed in advance and in writing, and if isomasters NV has explicitly stated that it will pay the cost of transportation, then delivery shall be CPT ("Carriage Paid To") in accordance with Incoterms 2010. In accordance with CPT, the risk of the transaction passes to the Customer when the goods are handed over to the Customer at the agreed place of delivery. The Customer is responsible for the unloading of the goods, and bears the risk thereof, even if it uses or arranges use of machine made available by isomasters NV or by the carrier.

5.4 In the case referred to in subparagraph 5.3, the Customer is obliged to inspect the goods during unloading to check for visible defects on apparent compliance with what was agreed. The absence of comments on the CMR transport document constitutes definitive confirmation of the apparent conformity of the goods, in terms of quality, quantity and dimensions, as well as the absence of visible defects. Writing of comments on the CMR transport document does not release the Customer from the obligation referred to in subparagraph 6.1.

5.5 The goods must be collected by the Customer within 8 days after they are made available. After expiry of this period, the sums due become payable, without the customer being able to refuse payment because the acceptance inspection has not taken place. Without being obliged to keep and store goods not collected within the specified period in optimal conditions, if isomasters NV does keep and store the goods, it is entitled to invoice the associated costs to the Customer.

6. COMPLAINTS AND LIABILITY

6.1 Notwithstanding the provisions of subparagraphs 5.2 and 5.4, the Customer is obliged to provide sufficiently detailed evidence if it complains of (visible or invisible) non-conformity of the goods or services. For the purposes of this clause, sufficiently detailed evidence is deemed to mean clear and unambiguous description of the quantity of damaged goods, the defects that they exhibit, and the presumed cause, supported by photographs or other images.

6.2 Unless otherwise provided by law or regulations or unless explicitly stipulated otherwise in writing, isomasters NV grants a one-year warranty on its products. Special quality requirements for the goods to be delivered by isomasters NV, are only binding on isomasters NV if and insofar as these have previously been agreed in writing.

6.3 Minor flaws in terms of quality, colour, dimensions or size, finish, etc. which are usual in the sector and/or technically inevitable are not considered to be defects and do not constitute grounds for termination of the contract or for any payment of compensation. The Customer is informed that isomasters NV supplies goods whose colour is very similar to the colour ordered by the customer. Colour differences that do not fall outside the $\Delta E \leq 1$ (CIELAB method)



isomasters NV is limited to the liability of the third party towards isomasters NV.

6.15 The Customer shall hold isomasters NV harmless against any third party claims for damages or otherwise, directly or indirectly connected with any supply obligation, the delivery of goods, the goods supplied or the use thereof, or of any work carried out. The indemnification under this Article shall not apply to wilful actions or gross negligence by isomasters NV.

7. TITLE AND OWNERSHIP

7.1 Notwithstanding the transfer of risk as defined in Article 5 of the present general terms and conditions, the goods supplied remain the full and exclusive property of isomasters NV until the time of payment by the Customer of the price, including ancillary charges. This retention of title applies even if the Customer has converted the goods into a new product or has incorporated them in any structure attached to the ground, in which circumstance this conversion or incorporation shall be deemed to have been effected on behalf of isomasters NV, and isomasters NV shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party, and the Customer hereby indemnifies isomasters NV in relation thereto.

7.2 The retention of title to the goods allows isomasters NV to take back all or some of the goods should any sum due and payable not be paid by the due date. Upon demand of isomasters NV, the Customer must return forthwith to isomasters NV all merchandise unpaid for.

7.3 The Customer is explicitly prohibited from selling or pledging the goods or otherwise encumbering them with any rights until the price due, including ancillary charges, has been paid in full.

7.4 Even if the Customer, contrary to what is provided above, disposes of the goods wholly or in part by selling them or otherwise, isomasters NV retains the right and possibility of claiming the sum corresponding to the value of the goods re-sold. In this case, the retention of title is transferred to the re-sale price.

7.5 If, after notice of default, the Customer does not make full payment of the amounts owed within 8 days, isomasters NV is entitled to recover the goods supplied at the expense and for the account of the Customer, wherever they may be, if appropriate, after dismantling the goods at the expense and for the account of the Customer. If permission to take back the goods is refused, isomasters NV shall be entitled to impose a penalty of 250 € per day of delay.

8. DISPUTES

8.1 Unless there is a mandatory statutory provision to the contrary, all lawsuits concerning the validity, interpretation, performance or termination of the contract between isomasters NV and the Customer fall under the exclusive jurisdiction of the courts for the place where isomasters NV has its registered office.

8.2 The contract between isomasters NV and the Customer and its validity is exclusively governed by and tested against the Belgian law, even if it is performed wholly or partly in a different country or if the Customer has its registered office or domicile in another country. The application of the UN Convention on the International Sale of Goods (CISG) as well as any other existing or future international regime that could be applicable to the contractual relationship between the parties, is expressly excluded.

8.3 All notices to be issued to isomasters NV pursuant to these general terms and conditions or any law or regulation should be issued to the address of its registered office, as published in the Annexes to the Belgian State Gazette.

Ref. VVW 2018.01 ISOM E