

# GENERAL SALES CONDITIONS

For every order, the following conditions are deemed to be accepted in full by the customer simply by the notification of them, and in any case shall take precedence over the purchasing conditions of the customer or any other conditions, save for the express agreement of all parties.

## Article 1

The goods are accepted or deemed to have been accepted at the company of De Roeve. They travel to the charge, for the account and at the risk of the customer. The delivery period being exceeded shall not cancel the purchase or give the right to any compensation.

## Article 2

All modifications and installation works on plant, machinery, movable or immovable equipment of the company of the customer, or of the parts provided by this last-mentioned for processing or modification, shall only be deemed to have been performed on the express request and according to the instructions of this last-mentioned.

## Article 3

Our activities are insured and we limit our liability to the following amounts:

- Civil liability:
  - € 10,000,000 per claim for bodily, material and intangible consequential loss combined.
- Civil liability after delivery/after the works:
  - € 10,000,000 per claim and insurance year for bodily, material and intangible consequential loss combined.
- Professional liability: € 1,000,000
- Entrusted goods: € 250,000

In the event of damage for which the responsibility of De Roeve has been proven, it is expressly agreed between the parties that the liability of De Roeve is limited to the actual intervention of the civil liability insurer in this respect. Above or beyond this intervention there is an express renunciation of redress against De Roeve. Higher cover may be provided on special request. Details of the contract are available on simple request.

## Article 4

The warranty for construction faults and defects, hidden or otherwise, is limited to the replacement of the supplied and invoiced merchandise, if paid for. No other compensation or reimbursement of costs or interest may be claimed in addition to this. Thus the responsibility of art. 1641 of the Civil Code is excluded.

## Article 5

Every protest must reach us within eight days after delivery at the latest, by registered mail, upon penalty of lapsing.

## Article 6

The purchase price must be paid at the registered office of De Roeve. In the event of non-payment on the due date, De Roeve reserves the right to suspend all deliveries and to terminate the contracts with immediate effect, without the right of compensation for the customer, but with the preservation all rights to compensation for De Roeve. In all cases the customer shall continue to owe the counter value of the balance of the order as fixed irreducible compensation, without prejudice to that stipulated under art. 7.

## Article 7

In the event of non-payment of the invoice on the due date, the invoiced amount shall be automatically increased, without a prior default notice, by a fixed amount of 15% as compensation, with a minimum amount of € 75 to cover the damage that the non-payment causes to De Roeve, plus interest on arrears, automatically and without a default notice, of 15% per year, and this until the full payment of the amount due.

## Article 8

In the event of an order commissioned by a third party with the request to have the invoice for the supplies drawn up in the name of a third party, the order shall remain jointly and severally bound to observe all obligations.

## Article 9

The obligations entered into by our representatives or salespersons may only be established if they are accepted by us with a written order confirmation.

## Article 10

Belgian law shall apply to all agreements concluded between the parties (to the exclusion of the Vienna Sales Convention), and the courts of the legal district where the registered office of De Roeve is located shall have sole jurisdiction to settle any disputes.

## Article 11

The invoices of De Roeve shall be paid, without discount, 30 calendar days after the end of month of the invoice date at the latest, and without prejudice to other statements on the invoice or in specific offer texts. Payment by bills of exchange and other securities shall not bring about novation. The rates applied may be indexed in January of each year, without written notification, on the basis of the health index (reference month December).

## Article 12

- a. For the duration of this agreement and for two years after its termination, the Parties shall not recruit employees from one another.
- b. For two years after the termination of this agreement, the Parties shall not assign the performance of tasks or works to employees or former employees of one another, either directly or indirectly, or get them to perform tasks. The indirect assignment of the performance of tasks or works, or getting tasks performed, includes, without this list being exhaustive, entrusting the employee or former employee of a party with an activity in any way, in the capacity of a self-employed person, employee or partner of a company or person related to the other party in the sense of article 11 of the Companies Act, or of a contractor, a subcontractor or a partner of this party.
- c. Any breach of the provision under articles 12a and 12b shall give rise to the payment by the breaching party of fixed compensation that is equal to the amount of one year of the gross wage of the employee concerned, as paid during the last year that he was in the service of the aggrieved party. In the event of repetition this amount shall be increased by 50%.

## Article 13

All goods supplied shall remain the property of De Roeve until all claims that De Roeve has on the customer (including any (collection) costs and interest relating thereto) have been paid in full. Before the said property transfer, the customer is not authorised to sell, deliver or otherwise alienate these items, other than in accordance with its normal business and the normal purpose of the items. Moreover, the customer is not allowed to pledge these items or to grant any other rights on them to third parties for as long as the ownership of these items has not been transferred to the customer. The customer is required to carefully keep the items that are supplied under the property reservation, and keep them as the recognisable property of De Roeve. De Roeve is entitled to take back the items that have been supplied with a property reservation, and which are still present at the customer, if the customer does not pay the invoices on time or has or threatens to have payment difficulties. The customer shall grant free access for De Roeve to its items at any time, for the inspection of them and/or for the exercise of the rights of De Roeve.

## Article 14

All intellectual property rights relating to the products and/or services, as well as the designs, processes, software, documentation, patents, patent applications, copyright, trademarks, trade secrets, know-how, as well as all other registered or unregistered similar rights in whatever jurisdiction that are developed and/or used to prepare or perform the agreement between De Roeve and the customer, or arising from it, lie solely with De Roeve unless stipulated otherwise in a special agreement. The supply of products and/or services does not extend to any transfer of the intellectual property rights. The customer only obtains a non-exclusive and non-transferable user right to use the products and results of the services for the agreed objectives. For such usage the customer shall strictly comply with the conditions set out in the general conditions or otherwise imposed on the customer. The customer shall not entirely or partially publish, reproduce or make available to a third party the products and results of the services in any way, without the prior written consent of De Roeve, unless stipulated otherwise in a special agreement. The customer shall not remove or change indications of De Roeve concerning copyright, trademarks, trade names or other intellectual property rights. De Roeve shall ensure that it is entitled to grant the said user right to the customer and indemnifies the customer against any claims of third parties in this respect. This foregoing provision shall not apply if and insofar the products and/or results of services are changed, and/or if they are supplied in connection with goods of third parties, unless in the last case the customer demonstrates that the claims of third parties relate exclusively to the products and/or results of the services supplied by De Roeve.

## Article 15

The invalidity or unenforceability of one or more provisions of these conditions shall by no means jeopardise the validity or enforceability of the other provisions of these conditions. If the content or interpretation of the Offer or the Agreement and the General Sales Conditions contradict one another, the content of the Offer or Agreement shall take precedence. If there are contradictions between the Dutch and the French or English version of these general purchasing conditions, then the Dutch version shall take precedence.

## Article 16

### LIABILITY OF THE CONTRACTOR

The liability of the Contractor is limited to the amount that is paid out by its liability insurance, if applicable. If the liability insurance of the Contractor does not provide cover, for whatever reason, the liability of the Contractor is in all cases limited to the amount that is invoiced by the Contractor to the Principal in relation to the performance of this Agreement in a period of three months prior to the damage-generating fact. Except in the event of intent or fraud, the Contractor is not liable for loss of profits, material or intangible consequential loss or indirect damage.

The Contractor shall make all reasonable efforts to bring the Project to a successful conclusion. The present agreement is consequently a best efforts obligation.

## Article 17

De Roeve is released from its obligations to supply goods and/or services in the event of civil unrest, fire, earthquake, flood, labour conflicts, disruptions to transport or any similar causes that count as force majeure.

In such cases, De Roeve is also not obliged to accept those goods and/or supplies to which the purchase-(rental-) agreement and the delivery assignments resulting therefrom relate. These cases can never result in liability to pay compensation.

## Article 18 : Privacy Policy - Processing personal data

If personal data are processed in the context of the cooperation between De Roeve and its customer or supplier, this will be done in line with the applicable GDPR legislation (Regulation (EU) 2016/679).

The way in which De Roeve deals with personal data as a Controller is described in its Privacy Statement which can be found on [deroeve.com](http://deroeve.com)

However, if De Roeve is the Processor of the personal data and its customer or supplier is the Controller, the Controller will bear full responsibility for compliance with the obligations imposed by the GDPR legislation. De Roeve will always offer the Controller all reasonable cooperation to meet these obligations.