



Ravago Building Solutions Belgium N.V.  
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Belgium  
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## GENERAL TERMS AND CONDITIONS OF SALE

### 1. General

'Seller' means Ravago Building Solutions Belgium N.V., with registered address Moerenstraat 89, 2370 Arendonk, Belgium and company registration No. 404.169.405.

'Buyer' means the person who accepts a quotation from Seller for the sale of the Goods or whose order for the Goods is accepted by Seller.

To the Buyer and the Seller is referred to as party or jointly as parties.

'Goods' means all manufactured products, which the Seller is to supply in accordance with these Conditions. 'Conditions' means the general sales conditions as set out in this document.

The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller.

The Conditions apply to all quotes given by the Seller to the Buyer and all contracts between the Seller and the Buyer, unless agreed otherwise in writing. The Buyer is assumed, unless agreed otherwise in writing, to have accepted these Conditions expressly and irrevocably. These Conditions shall always prevail over the terms and conditions of the Buyer or any involved third party. Any deviation from these Conditions require the explicit written approval of the Seller.

Any typographical, clerical or other error or omission in any sale literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

The Buyer will acquaint itself with any information on the Goods provided by the Seller, including but not limited to: (i) safe handling and use and (ii) storage, transportation and disposal practices. The Buyer will instruct its employees, and any of its contractors, in these practices and will draw suitable attention to dangers to persons, property and the environment. The Buyer will indemnify the Seller for all claims and costs, including reasonable attorney fees, arising out of the Buyer's non-compliance with the above mentioned obligations. The Seller is entitled to cancel any order with 15 days' notice period in case of non-compliance with the above mentioned obligations of the Buyer.

The headings in these Conditions are for convenience purposes only and cannot be used for interpretation purposes.

### 2. Offers, orders and confirmation of orders

Any offer from the Seller is non-binding and it is to be seen as an invitation to the Buyer to submit a binding order.

An order placed by the Buyer (or a change to an existing order) is binding to the Buyer, but the Seller shall only be bound after its written confirmation, in view of the availability of the Goods.

### 3. Delivery and term of delivery

The delivery term shall be the term stated in the order confirmation and none other. Trade terms shall be interpreted in accordance with Incoterms 2010 (or any other later versions hereof) and title shall pass to Buyer at the same time as the risks of loss or damage under the Incoterms 2010, notwithstanding clause 5. Title and risk of loss shall pass to Buyer upon delivery into the custody of the carrier when the sales contract does not specify any trade term in this regard. Unless agreed expressly otherwise in writing, the delivery term is purely indicative and is not binding to the Seller.

The parties acknowledge that certain circumstances may hinder or postpone the delivery term. In that case the Seller will notify the Buyer hereof within a reasonable period of time and suggest a new delivery term. Should the Buyer find this new delivery term unreasonable, the Buyer will have the opportunity to cancel the order as the sole remedy against the Seller, without any entitlement to compensation.

The Seller is permitted, within the bounds of reason, to deviate from the volume of the ordered Goods, unless expressly otherwise in writing agreed between the parties. The Buyer will receive a bill relating to the actual quantity of the Goods delivered. The Seller is permitted, within the bounds of reason, to make partial deliveries to the Buyer.

During the time that the Seller's or the Seller's carrier's delivery equipment is in the possession of the Buyer, the Buyer shall be liable to the Seller for damages or destruction of such equipment attributable to the Buyer. All repairs to this equipment shall be made under the supervision or direction of the Seller or its carrier.

Unless specifically agreed otherwise, the Buyer is responsible for compliance with all laws and regulations regarding import, transport, storage and use of the Goods.

### 4. Price of the Goods

The price of the Goods shall be the Seller's quoted price. Unless otherwise specified by the Seller, all prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller, any change in delivery dates, quantities or specifications for the Goods



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which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions. If the Buyer is of the opinion that a price increase is unreasonable, it may object to such increase by written notice within 15 days of the date of receipt of the Seller's notice; the Seller shall then have the right to continue to deliver to the Buyer at the price currently in effect or to cancel the contract immediately upon notice to the Buyer in writing without any obligation to compensate the Buyer.

The price is exclusive of any applicable value added tax, or other state or local taxes, which the Buyer shall be liable to pay to the Seller in addition to the price.

#### 5. Payment conditions

All invoices are payable without cost to the Seller within 30 days of invoice date, unless the parties expressly agree otherwise in writing on the respective invoice. All payments shall be made in the currency of the order confirmation and/or invoice.

The Buyer may not suspend its payment obligation even in the event of a clearly grounded complaint or legal action in respect of the services/goods delivered.

If payment is not made by the due date, interest in arrears at 10 % per annum, or at the default interest rate provided by the law, if such rate is compulsory, shall be charged on the invoice sum, ipso jure and without need for prior reminder, from the invoice due date to the day of payment in full. If payment is not made within 10 days of the due date, the invoice sum shall be increased, ipso jure and without need for prior reminder, by 10 % by way of compensation, to a minimum of 125 EUR, without prejudice to the Seller's other rights.

In the event of non-payment, the Seller shall be entitled to suspend without notice all further deliveries to the Buyer and/or declare all current contracts void by operation of law and/or demand payment of all invoices outstanding but not yet due, irrespective of the right of the Seller to demand compliance and/or compensation from the Buyer. In the event of non-payment the Buyer shall lose all rights to discounts granted, including but not limited to year-end rebates.

The Seller has the right to reclaim the Goods already delivered on the grounds of the right of retention, even if the Seller has not yet ended the contract with the Buyer, until payment for the Goods delivered is received in full from the Buyer.

The right of retention shall apply mutatis mutandis regarding Goods delivered by the Seller that are processed by the Buyer. The Seller shall acquire sole title to the newly produced Goods and in the event the processing involves

other materials, the Seller shall acquire pro rata the joint title to the newly produced Goods in proportion of the invoice value of the goods delivered by the Seller to the invoice value of the other materials.

The Buyer is not entitled to set-off any due amounts or withholdings of any kinds (save to the extent that this by law can be excluded).

#### 6. Guarantee/liability

The Seller undertakes that the Goods will meet the Seller's then current sales specifications at the delivery time. Any additional specifications and/or warranties on the Goods outside the standard communication of specifications (e.g. by e-mail, phone, ...), on top of the current sales specifications or not, cannot bind the Seller. Minor deviations in quantity or in quality are not qualified as defects and must be accepted by the Buyer. Deviations which, taking into account all circumstances, can reasonably have no or only a minor influence on the user value of the Goods, shall at all times be considered as being deviations of limited importance for which no compensation can be claimed.

The Seller's above warranty on the sale specifications is subject to the following assumptions: (i) the Seller shall be under no liability in respect of any defect in the Goods arising from ordinary wear and tear, installation of the Goods by non-qualified professionals, wilful damage, negligence, abnormal working conditions, inexpert storage, failure to follow the Seller's instructions, misuse or alteration of the Goods without the Seller's approval; and (ii) the Seller shall be under no liability under the above warranty if the total price for the Goods has not been paid by the due date.

The Buyer shall within 8 days of the arrival of each delivery of the Seller, notify the Seller in writing by registered letter of any visible defect by reason of which the Buyer alleges that the Goods delivered are not in accordance with the specifications and which should be apparent on reasonable inspection. In the case of defects, which the Buyer was unable to detect on the delivery date, or only became apparent after use of the Goods, the Buyer must respond to the Seller within 8 days of their discovery by registered letter. Either (i) failure to give written notice on the said dates by registered letter, or (ii) use of the Goods supplied under this contract despite the discovered defects, constitutes an unqualified acceptance of the Goods by the Buyer and a full waiver by the Buyer of all claims towards the Seller.

The liability of the Seller as regards to defective or damaged Goods shall be confined in any case to recovery of the purchase price on the defective or damaged Goods or, if preferred by the Seller, replacement of the defective or damaged goods. Under no circumstance shall the Seller be liable for particular, incidental, indirect losses and



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consequential damages, such as loss of profits, costs of replacement materials or claims made by the Buyer's customers/third parties or any other similar losses. Notwithstanding the above, the Seller's total liability will in any event never exceed the amount of the corresponding invoice of the Goods. In any event it is the Buyer's obligation to take all possible measures to prevent or limit damage. Failure to mitigate damages constitutes a full waiver by the Buyer of all claims towards the Seller.

The Seller shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control.

#### **7. Patents**

If any claim is made against the Buyer based upon the fact that the Goods infringe or that their use infringes any intellectual property right of any other third party, the Seller shall indemnify the Buyer against all damages incurred by the Buyer in connection with this claim, under the assumption that the Seller is in full control of legal proceedings in connection with this claim and that the Buyer shall give full cooperation for the purpose of these legal proceedings.

#### **8. Insolvency**

Each party shall have the right to terminate the contract upon delivery of written notice to the other party in the event that (i) such other party files in any court or agency pursuant to any statute or regulation of any jurisdiction a petition in bankruptcy or insolvency or for reorganization or similar arrangement for the benefit of creditors or for the appointment of a receiver or trustee of such other party or its assets, (ii) such other party is served with an involuntary petition against it in any insolvency proceeding and such involuntary petition has not been stayed or dismissed within ninety (90) days of its filing, or (iii) such other party makes an assignment of substantially all of its assets for the benefit of its creditors.

#### **9. Force Majeure**

In the case of force majeure, such as, but not confined to e.g. war, civil unrest, martial law, strikes or exclusion, fire, lightning, acts of governments, unforeseeable production, traffic or shipping disturbances, unforeseeable shortages of labour, utilities or raw materials and supplies, the Seller shall retain at all times the right to either suspend its obligations as long as the situation of force majeure persists, or, should it persist for more than six months, rescind the purchase by operation of law, with no liability on the part of the Seller to compensate in either case.

#### **10. Suspension of Obligations**

The Seller retains the right to suspend its obligations under the contract with the Buyer and/or to rescind the contract by operation of law at the expense of the Buyer in the event of the winding up or liquidation of the Buyer, or if the Buyer ceases its business activities, files for bankruptcy or requests protection under the Law on the Continuity of Business, or in any other case in which it appears that's the Buyer's credit has begun to falter.

If at any time during the contract the Seller is of the view that there has been a substantial change in business, monetary, technical or commercial conditions as a result of which the Seller suffers material hardship in complying with this contract, the Seller will notify the Buyer in writing that it wishes to meet and review the conditions of the contract in the light of the changed business conditions. The parties shall meet to discuss in good faith appropriate means, if any, to alleviate or mitigate the effects of such hardship in a manner equitable to both parties. If no agreement can be reached, the obligations of both parties will be suspended until the said substantial change has been normalized or the Seller is entitled to termination of the contract without any obligation to compensate the Buyer.

#### **11. Applicable law and competent courts**

The Conditions and all contracts between the Seller and the Buyer are subject exclusively to the law of Belgium, the Seller and the Buyer expressly exclude application of the United Nations Convention on Contracts for the International Sale of Goods (1980). In the case of a dispute the competent court in Belgium, shall have sole jurisdiction to hear the case between parties.

#### **12. Non-validity**

The non-validity or non-enforceability of one of the clauses of these Conditions shall not in any way affect the validity or enforceability of the other clauses of these Conditions.

#### **13. Performance by affiliates**

At the Seller's choice, any contract obligation may be performed by the Seller or any of its affiliates. Any deliveries made under this condition may be invoiced by the involved affiliate and shall constitute performance under the contract by the Seller.

#### **14. No waiver**

No waiver by the Seller of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.



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#### **15. Data Privacy – GDPR**

The Seller will comply with the GDPR. Within the Seller and its affiliates the processing of personal data is allowed, but only for purposes compatible with those for which the personal data have been collected. Processing of personal data of potential, current and former customers purposes: customer administration, bookkeeping system fulfilments, quality management fulfilments based on our contractual relationship and/or because you use our products and/or services. Information: customers will be informed through the privacy statement. As our potential, current or former customer, you can exercise the rights with regards to your personal data: (i) right to withdraw consent at any time; (ii) right of access to the personal data; (iii) right to rectification of incomplete, inadequate or excessive personal data; (iv) right to erasure of inaccurate personal data; (v) right to data portability; and (vi) right to object.

The application to exercise any of the rights mentioned above should be done to [privacy@ravago.com](mailto:privacy@ravago.com).