
GENERAL TERMS AND CONDITIONS OF SALE

1. General

- 1.1 Without prejudice to the application of any special conditions in a separate written agreement, these general terms and conditions apply to every agreement between ALUWING NV, with registered office at Bosstraat 131, 3930 Hamont-Achel and CBE number BE 0839.380.788 (hereinafter "ALUWING"), and its customer (hereinafter the "Customer") as well as to all offers, quotations, order confirmations and order forms of ALUWING. In the event of a conflict between these general terms and conditions and any separate written agreement, or another document from ALUWING, the provisions of the separate written agreement or other document from ALUWING shall prevail.
- 1.2 These general terms and conditions are deemed to be accepted by the Customer by the mere fact of the order or assignment placed by him, either orally or in writing. Acceptance of these general terms and conditions also means that the Customer fully waives its own general (purchase) terms and conditions.
- 1.3 If a provision of these general terms and conditions would be unenforceable or contrary to a provision of mandatory law, this will not affect the validity and enforceability of the other provisions of these general terms and conditions, nor the validity and enforceability of that part of the relevant provision that is not unenforceable or contrary to mandatory law. In such a case, the parties will negotiate in good faith to replace the unenforceable or conflicting provision with an enforceable and legally valid provision that is as close as possible to the purpose and purport of the original provision.

2. Description of the works to be carried out and the goods to be delivered.

A description of the works to be carried out and/or the goods to be delivered is included in a separate order confirmation and/or separate agreement between ALUWING and the Customer. Without prejudice to what is stipulated in these general terms and conditions, the Customer acknowledges and accepts the technical limitations, warranty limitations and any other comments and reservations regarding the works to be carried out and / or the goods to be delivered as included in the quotation, the order confirmation and / or the separate agreement between ALUWING and the Customer.

3. Price lists, quotations and orders

- 3.1 All price lists, quotations and contract proposals of ALUWING are without obligation, are valid for the purpose of information and are not binding on ALUWING as long as no agreement has been reached. The prices stated in the offer are only valid in case of acceptance within the set period. In the case of framework contracts or offers without specifying the period of validity, the prices may be changed subject to prior notice of at least 14 calendar days. Any order of goods or order to carry out works made by the Customer binds the latter, but only binds ALUWING after written acceptance thereof.

- 3.2 The delivery and delivery time are only provided by way of information and are therefore not binding. Unless expressly agreed otherwise in writing, delay in the provision of services and/or the delivery or completion of the goods cannot give rise to any penalty, compensation or cancellation of the order or assignment.

4. Price and payment

- 4.1 The execution of works and the delivery of goods are invoiced at the prices and conditions as stated in the quotation, order confirmation and / or agreement. Any tax or tax payable or payable on the prices of ALUWING is always at the expense of the Customer.
- 4.2 Unless expressly agreed otherwise, the prices stated by ALUWING are exclusive of VAT, transport and insurance costs, which are fully borne by the Customer. The goods are delivered EX-WORKS.
- 4.3 The prices are calculated by ALUWING on the basis of the customer's specifications in the quotation request or order. Changes to the order that the customer wishes to place can only be made if:
- (i) ALUWING expressly agrees to this, whereby ALUWING undertakes not to refuse on an unreasonable basis
 - (ii) the Customer accepts that ALUWING will pass on all price adjustments and costs due to the changes to the Customer in full.
- 4.4 The Customer always has the option to cancel an order. Such cancellation must be made in writing. In accordance with Art. 1794 of the Belgian civil code, the Customer is obliged to compensate the costs incurred and the lost profit of ALUWING and this in accordance with Art. 1794 of the Belgian civil code. The loss of profit is estimated at a flat rate of 10% of the value of the non-executed part of the assignment, without prejudice to the right of ALUWING to prove higher loss of profit.
- 4.5 Unless otherwise stipulated in the agreement or on the invoice, the invoice of ALUWING is payable in cash at its registered office or by banktransfer no later than 8 days after the invoice date in the currency as stated on the invoice. The invoice must be paid net. The exchange rate risk, bank and other costs are borne by the Customer. Set-off by the Customer is expressly excluded.
- 4.6 In the event of total or partial non-payment of an invoice on the due date, the Customer shall, by operation of law and without prior notice of default, owe interest on the unpaid invoice amount equal to the interest rate in accordance with the directive on Combating Late Payment in Commercial Transactions. In addition, the Customer shall automatically and without prior notice of default owe a compensation clause of 10% of the unpaid invoice amount, with a minimum of 50 EUR. Unless expressly agreed otherwise, payments to intermediaries, such as agents and representatives, are considered non-discharging.
- 4.7 In the event of non-payment of an invoice on the due date, all other claims against the Customer that have not yet expired shall become immediately due and payable by operation of law and without prior notice of default. In the event of late or incomplete payment, ALUWING also reserves the right to suspend the deliveries and / or execution of all ongoing works after prior notice of default and insofar as the Customer does not fully clear the payment arrears within 3 working days after notice of default. After receipt of the complete over due's, including damage clause and interest, ALUWING undertakes to reschedule the works or deliveries, whereby the execution

period will be adjusted in function of the availability of production capacity, planning subcontractors, etc.

- 4.8 Invoices must be protested by registered letter within 7 calendar days after receipt of the invoice, under penalty of forfeiture. Any protest about quantities, quality or execution, expressed after the notified date, will be considered inadmissible. Protest of the invoice does not suspend the payment obligation on the part of the Customer.
- 4.9 In the event of serious indications regarding a problematic liquidity position or the solvency of the Customer, ALUWING reserves the right to suspend works and/or deliveries to be carried out and to resume them only until, at the Customer's choice, prior payment has been made or a bank guarantee has been provided that guarantees payment of the entire order. These serious indications may include a summons for failure at the expense of the Customer, an executive or protective attachment, the filing of an application to obtain any form of judicial protection, a direct claim or an attachment filed or placed with ALUWING. If the Customer refuses to make advance payment or to provide a bank guarantee, ALUWING can dissolve the agreement after registered notice of default in which the Customer is granted a final period of 5 working days to remedy the situation, without judicial intervention at the expense of the Customer. In that case, the Customer is obliged to compensate ALUWING in accordance with Article 4.4 of this Agreement.
- 4.10 Subject to the application of mandatory statutory provisions to the contrary, all extrajudicial (e.g. collection costs) and judicial costs (e.g. summons costs and fees) that ALUWING must incur in order to force the Customer to fulfil its obligations (in a timely manner) shall be borne by the Customer.
- 4.11 Each payment is first attributed to damages clause, interest and costs and then to the oldest outstanding invoice, regardless of whether or not the payment explicitly states otherwise.
- 4.12 The goods delivered by ALUWING remain the property of ALUWING until full payment of the invoice, including costs, interest and compensation, even if these goods have been modified or incorporated. All risks are borne by the Customer. The advances paid remain vested to compensate for possible losses in the event of resale. If the Customer processes or resells the goods belonging to ALUWING, the Customer immediately transfers to ALUWING by way of pledge all debt claims arising from this resale.

5. Control and complaints

The Customer undertakes to examine the works carried out at the time of delivery and the delivered goods at the time of delivery and to check whether their quality corresponds to what has been agreed. By accepting the delivery of the ordered goods, the Customer confirms that the delivery is complete, in accordance with the quotation, order confirmation and / or delivery note. Any visible defects or differences in quantities and/or dimensions must be stated on the delivery note. In the event of delivery to third parties, comments regarding visible defects, deviations in quantities or dimensions must be reported in writing to ALUWING within 5 working days after the delivery or completion. After the expiry of this period, all goods and execution works are deemed to have been accepted so that protest after the notified date is considered inadmissible. Acceptance covers all visible defects, i.e. all defects that the Customer could have detected at the time of delivery or during the

following 5 days by means of an attentive and serious check.

6. Liability

- 6.1 In the event of damage as a result of an error on the part of ALUWING, its liability is limited to a maximum of the amount of the value of the goods delivered or works carried out, regardless of the nature or extent of the total damage.
- 6.2 The Customer indemnifies ALUWING against any claims from third parties who suffer damage in connection with the execution of the agreement and the cause of which is not attributable to ALUWING.
- 6.3 The Customer, and not ALUWING, is liable towards the Customer's own customers (hereinafter the "Final Customer") for the full delivery of the ordered goods and is also responsible for correctly and fully informing the Final Customer with regard to the terms of use of the goods delivered by ALUWING.
- 6.4 ALUWING will in no case be liable for damage resulting from incorrect assembly, placement, connection, use or maintenance of the delivered goods.
- 6.5 All goods are transported, delivered and stored at the risk of the Customer from departure at ALUWING, regardless of the mode of transport.
- 6.6 The co-contractor accepts that a liability claim can only be made on a contractual basis vis-à-vis ALUWING. Any non-contractual liability claim against ALUWING is expressly excluded. The statutory provisions on non-contractual liability do not apply between the parties. The co-contractor accepts that only ALUWING can be held liable, with the exclusion of its agents, directors, employees, appointees and all other persons who work on behalf of ALUWING. The statutory provisions on non-contractual liability do not apply between the co-contracting party and these persons. This provision is considered to be a clause for the benefit of a third party, at least in the sense that these persons can invoke it against the other party to the contract.

7. Warranty

- 7.1 For the goods delivered by ALUWING, a warranty period for hidden defects of 6 months from the delivery date applies. This period is an expiry period. The warranty is limited to the free replacement or repair of the parts recognized by ALUWING as defective. ALUWING will choose between replacement or repair at its own discretion. In the event of repair and/or replacement as a result of hidden defects, ALUWING can never be held to compensate any additional costs or damage of any kind.
- 7.2 Any warranty lapses if the damage to the delivered goods is the result of insufficient maintenance, the improper assembly, placement or use of the goods or if the Customer makes changes or repairs to the delivered goods without the prior consent of ALUWING.
- 7.3 The Customer bears the burden of proof regarding the damage.

8. Confidentiality

All documents, drawings, sketches, design data etc provided by ALUWING, always remain the property of ALUWING and may not be transferred to third parties without the explicit, written approval of ALUWING.

If the recipient has to make the aforementioned data known to third party(ies), in the context of a file and with the knowledge and approval of ALUWING, he also undertakes to impose a confidentiality obligation on these third party(ies).

In the event of a breach of one or more of the above obligations, a penalty of € 25,000 is due, without prejudice to the demonstrable damage actually suffered.

9. Dissolution

ALUWING has the right to dissolve the agreement with the Customer at any time, with immediate effect, without judicial authorization, without prior notice of default and without payment of any compensation, in the following cases: (i) if the Customer, despite written notice of default, fails to comply with one or more obligations arising from the agreement (in particular the payment of the invoices); (ii) in the event of suspension of payment or (the application for) bankruptcy or any form of application for judicial protection against the creditors. (iii) in the event of liquidation or cessation of the Customer's activities

In the event of dissolution, ALUWING is entitled to compensation that is estimated in accordance with Article 4.4 of this Agreement. In that case, all claims of ALUWING against the Customer become immediately due and payable.

10. Applicable law and competent court

10.1 *All agreements to which these general terms and conditions apply, as well as all other agreements arising from them, are exclusively governed by Belgian law, unless otherwise agreed in writing.*

10.2 *All disputes between the parties regarding agreements that are subject to these general terms and conditions fall exclusively within the competence of the Antwerp Company Court, Hasselt division.*

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