

Energy Distribution sa GENERAL TERMS OF SALE

ARTICLE 1- SCOPE

These general terms and conditions are applicable to all our offers, order confirmations, etc. By placing an order, our customer accepts these general terms and conditions, unless expressly agreed otherwise. The customer acknowledges that he has waived any of his own general terms and conditions.

ARTICLE 2 - OFFERS

Unless otherwise expressly agreed, all our offers and information are provided without obligation and are purely indicative. All orders are binding on the customer, but only after our written confirmation.

ARTICLE 3 - PRICE

Unless otherwise agreed, the goods will be invoiced at the prices valid on the day of delivery. The prices contained in our price list are valid for delivery free to the buyer's warehouse excluding VAT and all other applicable taxes, but including packaging, transport costs and insurance. The prices to be charged in accordance with the price list are based on the total quantity ordered by the purchaser, insofar as this can be delivered to the purchaser in one delivery.

ARTICLE 4 - DELIVERY

The goods are transported carriage paid to the address communicated by the buyer. The risks are transferred as soon as the delivery note is signed. The delivery times indicated by us are always purely indicative. Exceeding the delivery time for any reason whatsoever shall never entitle the customer to any compensation or to the non-fulfilment of an obligation resulting for him from the contract. If the purchaser has not met his payment obligations from previous deliveries, we are entitled to postpone the delivery of the requested goods.

ARTICLE 5 - GUARANTEE

Any warranty for goods delivered by us is given only to the extent of any warranty given by our supplier and within the following limits. Upon acceptance of the goods, the warranty is excluded for apparent defects. For hidden defects, we only give a guarantee if a complaint is made within 8 days after delivery.

In any case, our warranty is limited to the exchange of equivalent goods.

Only written complaints will be accepted. The warranty will be void if the maintenance instructions are not followed, if the product is used incorrectly or if the buyer allows changes to be made without our approval.

ARTICLE 6 - RETENTION-OF-TITLE CLAUSE

The ownership of the goods of a given order shall not pass to the purchaser until we have received full payment.

If the buyer fails to pay by the due date, we shall be entitled to take back the goods immediately at the buyer's expense up to the amount of the unpaid amount. The sale is thus automatically cancelled, without any other formality than a formal notice by registered letter.

In the case of orders where the buyer acquires the goods for resale or distribution, we expressly authorize the buyer to resell the goods before the transfer of ownership, provided that the goods are sold by the buyer on our behalf and that in the event of delay or cessation of payment by the buyer, the buyer has ensured, vis-à-vis the third party purchaser, that the receivables received or to be received from the resale shall belong to us by right.

Notwithstanding the application of this retention of title clause, the purchaser shall bear the risk in the event of loss or destruction of the goods before full payment.

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ARTICLE 7 - MAJOR FORCE

Our contractual obligations will be suspended automatically and without formality and our responsibility will be released, in the event of the occurrence of events such as: lock out, work stoppage of any kind, accident or delay in manufacture, fire, flood or accidental event, machine breakdown, scrapping of goods in the course of manufacture or delivery, in our workshops or at our suppliers, war, riot, requisition, act of God, authoritarian reduction of imports, delay in the transport of goods, and more generally in the event of the occurrence of any circumstances beyond our control occurring after the conclusion of the contract and preventing the execution thereof under normal conditions

ARTICLE 8 - RECLAMATIONS

In the absence of a direct complaint, the data stated on the delivery notes, bills of lading, are recognized as true. All other complaints must be made directly to us in writing within 8 days of delivery, otherwise they will not be accepted. Complaints do not entitle us to withhold or offset payment beyond the amount in dispute.

Any return of goods for any reason whatsoever is subject to our prior agreement. Unless otherwise agreed, the costs involved shall be borne by the buyer.

ARTICLE 9 - PAYMENT

Invoices are payable within 30 days from date of invoice, net and without discount or within 8 days minus the discount in force (contract) at the head office. The discount is calculated on the amount excluding all taxes and environmental contributions. The issuance of a draft is no exception to this. Any credit note will only be paid by us when the invoices in question are settled. In the event of non-payment, the purchaser shall be obliged, by law and without notice of default, to pay interest at the rate of 12% per annum, not including any compensation for damages. The interest will be counted from month to month, and each month started counts as the whole month.

Refusal to pay without justification on the due date shall automatically entail, without prior notice of default, a flat-rate compensation of 15% with a minimum of 50 EUR. This indemnity serves to cover administrative costs, debtor management, non-availability of funds, etc. The indemnity remains due even if the principal has been paid.

In addition, if an invoice is not paid in full or in part by the due date, all other invoices issued in the name of the buyer become due and payable.

ARTICLE 10 - JURISDICTION

Any dispute, whether or not relating to the interpretation, execution or payment of the orders, shall be subject to Belgian law, and only the courts of the district of Huy shall have jurisdiction, even in the event of an incidental claim, a claim under warranty or in the event of multiple defendants.

The special conditions of sale, the various methods of shipment or payment, the acceptance of payment or cash on delivery as well as the place of delivery can operate neither novation nor derogation to the present clause.

However, we expressly reserve the right to bring the case before the Court of the buyer's domicile.