



## GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

### PRELIMINARY ARTICLE: DEFINITIONS

In these general terms and conditions for the supply of goods and services (the 'general conditions'), the following terms are defined as follows:

**Seller:** The company of the Galloo group identified at the top, hereof, which provides the goods or services, which enters into the contractual relationship with the Customer. The Seller may, where applicable, provide only services and not sell any goods, but is referred to by extension as the Seller for the purposes of the general conditions below.

**Customer:** The company that places an order or signs a contract to purchase the goods or services provided by the Seller.

**Day:** Calendar day.

### 1. GENERAL INFORMATION

All offers, order confirmations, sales contracts and deliveries of the Seller and, in general, any contractual or pre-contractual relationship with the Seller, are subject to these general conditions.

Unless explicitly stated and/or agreed otherwise, any order and/or signature of a contract with the Seller implies that the Customer accepts, without reserve, the application of these general conditions, in respect of the relevant order or contractual relationship, and any such future one. The application of any general purchase conditions of the Customer are excluded and the Customer waives them entirely.

The inapplicability or invalidity of one or more provisions of these conditions shall not affect the validity of the other provisions. Provisions that would not be applicable are automatically replaced by provisions that result in a similar applicability.

These general conditions have been translated from French. In the case of dispute on the interpretation of these general conditions, the French text prevails.

### 2. OFFERS

Unless explicitly stated otherwise in the offer, all offers may be cancelled by the Seller, within two days prior to delivery of the goods or services. If an offer has a limited validity or is made subject to reservation, this will be explicitly mentioned in the offer. If the offer does not mention any period of validity of the offer, this period will be 31 days from the date of signature of the offer. The offer(s) made by the Seller may include any supporting documents. Apparent and obvious errors in the offer will not be binding on the Seller and will be deemed to be rectified by the Seller. At the request of the Customer, the Seller shall include in its offer all modifications requested by the Customer, provided that they are reasonably feasible and with the right to charge a supplement to the price.

The Seller is only bound by the price indicated on an offer specifically addressed to the Customer and not by any price information document such as brochure, website, price list, tariff, or other such document containing price information.

### 3. CONTRACTS

A contract with the Seller will only be concluded after the Seller has accepted an order it has received or after the Seller has sent an order confirmation. A contract may also be considered to have been concluded from the time when the delivery or service has been received or the Seller has commenced fulfilment of the goods or services in the offer.



Unless otherwise agreed, the price indicated on the offer or the order confirmation is exclusive of taxes, ex works, without packaging, transport or any other additional costs.

The actual weight, weighing and tonnage delivered may not correspond exactly to the weight, weighing and tonnage indicated on the offer or order confirmation.

#### 4. RESERVATION OF OWNERSHIP AND TITLE

The seller remains the owner of any goods sold until the customer has paid all sums due to the seller, even if the sums are due for the price of goods other than those still held or for services or for costs and interest.

Within 48 hours of the seller's request to claim the goods, the customer must make the goods still in its possession available to the seller and the transport costs of said goods will be at its expense.

If the goods sold have been processed or integrated into another product, the seller will be deemed to own the transformed product or the final product of the integration, as a whole, until all amounts due have been paid. If the final product of the integration also belongs for other of its parts to other suppliers, the seller shall be co-owner in proportion to the value of the integrated product in relation to the value of the final product of the integration.

If the goods have been resold, the seller, as a guarantee, becomes the owner of the price or price claim due by the sub-purchaser(s) which the seller may consequently claim directly from the sub-purchasers.

Any price paid by the sub-purchaser(s) must be paid directly to the seller as its property. The customer must provide without delay and at the latest within 48 hours following the seller's request any information allowing the price to be claimed from the sub-purchasers, in particular, the identity of the sub-purchasers and the amounts of the customer's claim against them.

The customer is not authorized to pledge or generally subordinate the goods sold by the seller to any surety for the benefit of a third party. In case of seizure or other actions blocking the return of goods, the customer must inform the seller within 48 hours following the occurrence of the event blocking the goods, and must offer within the same period another guarantee to replace the reservation of ownership.

The goods are kept at the expense of the customer, who undertakes to insure the goods against all risks of loss and to account for the same within 48 hours of the seller's request.

#### 5. DELIVERY

Unless expressly agreed otherwise, the goods are delivered ex works ('ex works,' according to Incoterms 2010). The goods are accepted, or are deemed to be accepted, ex works by the Seller.

Unless otherwise expressly agreed, the transfer of risks on the goods shall take place as soon as the goods leave the Seller's factory.

If the parties have agreed that the Seller is responsible for the transport of the goods, the risk on the goods passes to the Customer from the moment the goods have been unloaded at the place indicated for delivery by the Customer.

The delivery periods do not start to run until the Seller has all the necessary information to complete the order.



Unless specifically stated otherwise, the delivery times given are only indicative. Time shall not be of the essence.

Delivery times are determined by taking into account the fact that the Seller is not hindered in making the delivery. Any delays in delivery times will be communicated to the Customer within a reasonable period of time. Any delay of the delivery time which cannot be attributed to the Seller shall in no case constitute grounds for termination of the contract and/or compensation. In the case where, in the particular conditions of the contract, a penalty has been provided for in the event of the delivery deadline being exceeded, this penalty shall not be due in the event of an overrun caused by force majeure.

The Customer must collect the goods within the agreed delivery time. Failing this, the Seller retains the right to demand the purchase price (of the part not recovered) without prior formal notice. If the Seller demands the purchase price for failure to collect the goods, the goods shall be deemed to have been delivered at the agreed delivery time. The Seller will store the goods for the account and risk of the Customer and the Customer will become responsible for any storage and conservation costs. If no delivery time has been agreed, the above condition shall also apply if the goods have not been collected during the month following the Seller's invitation to the Customer to collect the goods.

## 6. COMPLAINTS

The Customer must inspect the goods immediately after delivery and if it notices defects, inform the Seller immediately and in writing no later than 2 days after delivery of the goods.

The complaint must contain details of the goods concerned, and a description with photos to support the defects found, and be sent within the time limits set, failing which, the Customer will have forfeited its right to complain, and the Seller will not be liable for such defects.

The Seller shall in no case be liable for damages that are due to transport, improper use or negligence that are the responsibility of the Customer or a third party.

If the complaint is deemed to be well-founded and attributable to the Seller, the Seller may choose, without the Customer being able to object to the proposed resolution:

- To replace the goods that are the subject of the complaint by identical goods;
- To compensate the Customer for the goods that do not conform, on the basis that the responsibility of the Seller will not exceed, in any case, the amount of the invoice of the goods in question.

The complaint does not authorize the Customer, in any case, to suspend its obligations and in particular does not authorize it to suspend the payment of the price of the goods including those defective.

## 7. FORCE MAJEURE

If the Seller cannot fulfil its obligation to deliver correctly or in good time, or at all, the Seller shall be entitled to choose either to terminate the non-performed part of the contract without court approval or to suspend it for as long as it is impossible to fulfil its obligation. In the case of force majeure, the Customer is not entitled to compensation from the Seller. The latter cannot be held liable for loss and the Customer does not have the right to terminate the contract (without the need for court approval).

In addition to legislative and jurisprudential definitions, the term 'force majeure' includes all external and unforeseeable causes over which the Seller has no influence, but because of which, the Seller is unable to fulfil its obligations, including strikes in the company of the Seller or third parties.



## 8. PAYMENT

Unless expressly agreed otherwise in writing, invoices are payable in euros to the bank account indicated by the Seller, within 30 days following the date of the invoice. Time shall be of the essence in relation to payment.

Complaints relating to invoicing must be addressed, in writing, within 8 days following the date of the invoice concerned. After this period, no claims can be accepted and the invoice will be deemed as accepted.

In the event of late payment, the amount of the invoice or the balance remaining due shall automatically, and without prior notice, bear interest of 12% per annum, from the due date of the invoice concerned, until the date of full payment.

If an invoice remains totally or partially unpaid, without justification, for more than 30 days from its due date, the Seller shall also be entitled, 48 hours after prior formal notice by registered letter with acknowledgement of receipt, to a fixed compensation amounting to 12% of the amount due, with a minimum of € 750.00. In the event of legal proceedings, any additional costs incurred shall be added to this fixed compensation.

Failure to pay an invoice by its due date may result in the cancellation of further deliveries, and may make any invoices not yet due immediately due and payable to the Seller.

The Seller may also decide to suspend any other delivery or to cancel or refuse any other order until full payment of unpaid invoices, including costs and interest, liquidated damages and/or administration charges.

The customer is not entitled to set off or deduct its possible invoice against that of the Seller without the express agreement of the Seller.

Structured electronic invoicing via Peppol in B2B relationships:

Where and as soon as structured electronic invoicing via the Peppol network is legally permitted and technically available to both Parties, the following shall apply: a Party's connection to the Peppol network constitutes an irrevocable acceptance of the sending and receiving of structured electronic invoices, which shall constitute between the Parties the only legally valid invoices. If a Party has not registered on the Peppol network in a timely manner, another legally valid method of sending the invoice may be used. Each Party is solely responsible for the configuration, availability and proper functioning of its Peppol access, as well as for its internal processes. The non-receipt, late receipt or loss of an invoice resulting from a technical, organisational or internal issue on the part of a Party shall have no impact whatsoever on the validity of the invoice and may in no event justify any postponement or refusal of payment.

An invoice shall be deemed to have been received as soon as it has been technically accepted by the receiving Party's Peppol Access Point, regardless of whether the receiving Party has actually consulted the invoice. Any fines, penalties, interest, costs or other consequences arising from non-compliant invoicing or from failure to comply with statutory electronic invoicing obligations shall be borne exclusively by the Party in default, without prejudice to any other legal remedies available to the other Party.

## 9. EXPRESS RESOLUTORY CLAUSE

In the event of non-performance by the Customer of its obligations, the Seller may automatically, and within 48 hours following formal notice in writing, either suspend its obligations or terminate all or part of the contract, without prejudice to the right to compensation, which is lump-sum fixed at 30% of the price of the goods not delivered. This is without prejudice to the Seller's right to claim compensation and damages subject to proving the existence and extent of its loss as well as the Seller's right to demand the return of the unpaid goods.



If, after conclusion of the contract, but before delivery of the goods, the financial situation of the Customer deteriorates considerably, the Seller retains the right to terminate the contract extrajudicially, in full or in part, or to change the terms of payment, within 48 hours of serving written notice.

10. LIABILITY – INDEMNITY

The contracting party shall perform the contract entirely at its own risk. The co-contractor shall be liable for any damage suffered by GALLOO or third parties as a result of or in connection with the performance of the contract, regardless of whether such damage is caused by the co-contractor itself, its staff or other natural or legal persons which the co-contractor involves in the performance of the contract, both contractually and extra-contractually.

When applying Belgian law :

- GALLOO's co-contractor waives the application of Art. 6.3 of the Civil Code and must provide in each contract with a principal creditor that such principal creditor waives the application of Art. 6.3 of the Civil Code and that it imposes the same obligation on each subsequent principal creditor. Failing to comply with the aforementioned obligation, the co-contractor will be liable to indemnify GALLOO.
- GALLOO's auxiliary person in case it causes damage to GALLOO's co-contracting party in the execution of its contract, except for an intentional fault and/or a fault affecting physical or psychological integrity, cannot be held liable on the basis of Book 6 of the Civil Code.

11. APPLICABLE LAW - COMPETENT JURISDICTION

All contracts between the parties shall be governed by the law applicable at the place of the Seller's registered office.

All disputes arising between the Seller and the Customer shall be subject to the exclusive jurisdiction of the courts of the place where the Seller has its registered office. However, the Seller retains the option of bringing the matter before the competent court in the place where the Customer is domiciled.

AGREED

(Name + Seller's stamp)

The general conditions of sale are accepted and concluded for all current and future sales:

For and on behalf of the Customer:

Name and first name .....

Position .....

Date .....

Signature + commercial stamp of the customer