

## GENERAL SALES TERMS AND CONDITIONS

### 1 VALIDITY AND ACCEPTANCE OF THESE TERMS AND CONDITIONS

The current terms and conditions are applicable to all agreements between Qualiphar SA and its customers, except when stipulated otherwise in special conditions or agreements. The general conditions for sales and delivery, including the special conditions of Qualiphar SA, are considered to be accepted by the customer, even in cases where they go contrary to the customer's own general or special conditions of purchase. The latter only have a binding effect on Qualiphar SA if Qualiphar SA has explicitly accepted them in writing. The agreement Qualiphar SA to the terms and conditions of the customer may not under any circumstances be implied from the fact that Qualiphar SA has accepted the agreement without objecting to the clauses that refer to the customer's general or special conditions or to any other similar customer conditions. Designated people, members of staff, a husband, wife or any other designated family member of the customer shall represent the firm and shall be presumed to hold the necessary mandate for legally entering into agreements with Qualiphar SA.

### 2 OFFERS AND ORDERS

All the offers and price lists of Qualiphar SA are free of obligation, are for information only and do not in any way legally bind Qualiphar SA. The prices of Qualiphar SA can be changed without prior notice. Every order placed by the customer is binding on the customer, but only legally binds Qualiphar SA once it has been confirmed in writing. Qualiphar SA cannot be held responsible for failure to fulfil an order due to circumstances beyond Qualiphar's control, e.g. the product is out of stock, or there is delivery failure on the part of Qualiphar SA's suppliers, or goods are destroyed due to accidents, strikes, fire, floods, etc. This list is not exhaustive. Qualiphar SA is not obliged to provide proof of the unforeseeable nature of the circumstance beyond Qualiphar's control. The prices mentioned are the prices for goods, excluding packaging costs and taxes. Transport costs are charged to the customer.

### 3 OBLIGATIONS

No intermediary, representative, agent or employee of Qualiphar SA has any right to engage the company. To be valid, all offers or orders that they place must be confirmed in writing by a managing director or a person holding a mandate from Qualiphar SA. Qualiphar SA reserves the right to refuse any order which has not been duly confirmed by Qualiphar SA.

### 4 DELIVERY TERMS

Delivery dates are given for information only and consequently are not binding. Under no circumstances can a delay in delivery lead to the cancellation of an order, nor may any compensation be demanded. This clause may only be modified by explicit agreement made in writing between the parties. Qualiphar SA reserves the right to make partial deliveries, which constitute partial sales. The partial delivery of an order cannot justify any refusal to pay for the goods delivered.

### 5 TRANSFER OF OWNERSHIP AND RISKS

The delivered goods shall remain the property of Qualiphar SA until they are paid for in full, including all costs, interest charges and - if warranted - damages. The customer will not under any circumstances be able to utilise the delivered goods or material unless the payments described in the first paragraph of this clause are paid up in full. More specifically, the customer may not transfer ownership of the goods to third parties, part with them or pledge them or encumber them with any kind of guarantee or surety whatever. The customer shall notify Qualiphar SA if the goods or materials are stored in a location rented by the customer, and in such circumstances the customer shall disclose the identity and address of the landlord. The customer shall notify Qualiphar SA by registered letter if any goods have been confiscated by a third party, or risk paying a fine. The customer undertakes to allow Qualiphar SA to take back possession of its goods without giving any prior notice, while the removal costs shall be charged to the customer. The name of the third party carrying out the confiscation must be communicated by registered letter sent to Qualiphar SA. Goods coming from Qualiphar SA are always deemed to have been sold, received and accepted in the manufacturing site of Qualiphar SA. The customer assumes responsibility for risk of delivered goods, even in cases where goods are sold carriage-paid or a transport company has been subcontracted by Qualiphar SA. Responsibility for deliveries made to third parties rests solely with the customer. Qualiphar SA does not accept any responsibility under any circumstances for the delivery of goods. The customer agrees to collect or receive delivery of the goods not later than five days after being informed by Qualiphar SA that the goods are available.

### 6 COMPLAINTS

If goods are found to be damaged or incomplete, or mistakes have been made, or visible flaws or hidden defects are found, the customer is bound to refuse the goods, or at least not to sign for reception of the goods on delivery. Acceptance of the goods at the time of delivery implies "clean receipt" and covers all visible defects. All complaints regarding the delivered goods must be reported to Qualiphar SA by registered letter sent within five days of the delivery, making reference to the invoice number or, failing that, making reference to the number of the shipment bill. Once this period has expired, the complaint will no longer be considered. No returned goods will be accepted unless prior written consent is obtained from Qualiphar SA. Only goods that are in good condition and still in their original packing may be returned. All complaints regarding Qualiphar invoices must be notified to Qualiphar SA by registered letter sent within fourteen days of the delivery. If this is lacking, the goods will be considered as accepted without any objection. In no case may a complaint be used to justify the withholding of payment.

### 7 GUARANTEE

Considering the intermediary nature of Qualiphar SA, the guarantee that covers goods delivered by Qualiphar SA is limited to those issued by the manufacturers. Qualiphar does not under any circumstances guarantee that the goods delivered are appropriate for solving specific problems. The guarantee only covers faults in the manufacture of the products. The guarantee shall be valid only insofar as the goods delivered are used for the ends for which they were produced and destined, within the limits of the offer and in compliance with the stipulations of Qualiphar SA and its representatives contained in any appendix, user manual or other information sheets to which the user has access, and all this under normal conditions. The guarantee shall not be valid if the instructions have not been properly followed, if the products or goods have been processed or modified, or if the products or goods have been used in an inappropriate way, or when the damage is the result of a mistake or carelessness on the part of the customer.

### 8 LIABILITY OF QUALIPHAR SA

If Qualiphar SA is held to be liable by reason of the non-fulfilment or faulty fulfilment of the present contract, the parties shall expressly accept that the total sums paid in compensation shall not exceed an amount equal to ten per cent (10 %) of the price of the delivered goods that gave rise to the claim.

### 9 TERMS OF PAYMENT

All orders placed by customers are irrevocable, whether or not a down payment has been made. Down payments paid by the customer are to be deducted from the price on the order form. All invoices issued by Qualiphar SA are to be paid in full, net and without discounts, to the registered office or at the place, time and conditions specified on the invoice. In the latter case, unless agreed otherwise, the payment must reach Qualiphar SA within thirty days after the date of the invoice. Any invoice or part thereof which has not been paid by its due date shall automatically and without any need for formal prior notice, incur an annual interest rate equivalent to that most recently charged by the European Central Bank for its refinancing operations, augmented by fixed charges to cover administrative costs and recovery costs equal to 15% of the invoice amount, with a minimum of 40 EUR. The non-payment of an invoice on its due date, the protest of a Bill of Exchange (even if it was not accepted), all applications for winding-up (amicable or judicial), all applications (even unofficial) for the postponement of payment, or any other factor which demonstrates the customer's inability to pay, shall bring about an immediate claim for payment in full of all other invoices, even those that have not yet reached their due date, without need for formal notice. In addition to that, Qualiphar SA reserves the right in such cases to suspend all deliveries without need for formal notice, and to take all measures regarding goods already shipped to prevent them from coming into the possession of the customer, and thereby to enforce its rights. If the customer makes a unilateral cancellation of the contract, Qualiphar SA shall be entitled to compensation for damages equivalent to at least 30% of the total sale price. A higher compensation sum may be claimed if the damages exceed 30%.

### 10 JOINT LIABILITY

If the customer asks for the invoice to be made out in the name of a third party, both the customer issuing the order and the third party shall be held jointly liable for payment and fulfilment of the obligations set out in the general and sales conditions.

### 11 EXPRESS RESOLUTORY CONDITION

The parties expressly agree that the conditions stipulated in this clause form a resolutive condition. In addition to its right to compensation, Qualiphar SA reserves the right to rescind or annul this agreement without formal notice or indemnification in cases of: failure to pay the amount due on one single invoice within one month following the due date; the protest of a Bill of Exchange (even if it was not accepted); all applications for winding up (amicable or judicial); all applications (even unofficial) for postponement of payment; or any other fact which demonstrates the customer's inability to pay.

### 12 EXCLUSIVE JURISDICTION AND APPLICABLE LAW

All disputes in relation to the current contract shall fall under the exclusive jurisdiction of the Courts of Law of Mechelen, and if necessary, under the competence of the Justice of the Peace of the district of Willebroek. These Courts of Law are expressly recognised and considered as the only competent jurisdictions. All disputes between customers and Qualiphar SA shall be settled exclusively according to Belgian law.