

# General Terms and Conditions of Sale and Delivery of Aluvin NV (14<sup>th</sup> March 2022)

1. Unless expressly agreed otherwise in writing, only these General Terms and Conditions shall apply to all offers, deliveries and invoicing carried out by Aluvin N.V., registered ONR 0404.926.993 chambre of commerce Antwerpen-Turnhout, hereinafter referred to as Aluvin, for its Customers and/or Customers, hereinafter referred to as the Customer, in terms of both the products and services supplied by Aluvin. By placing an order, the Customer tacitly acknowledges that these General Terms and Conditions shall prevail above all others.

No provision of these General Terms and Conditions may be deviated from without the written confirmation of Aluvin. In the absence of any specific provision with regard to the length of time or quantity, any confirmation will only be valid once.

Where reference is made to 'In writing', this shall be understood to mean by a normal letter, email or fax. As far as Aluvin is concerned, written notices can be given by publication on its website, for example, but not limited to, the notification of (amended) General Terms and Conditions. Reference to a 'registered letter' shall only mean a registered letter sent by post or a writ served by a bailiff.

Any reference to the delivery conditions refers to Incoterms 2020.

2. Only written offers are binding on Aluvin, and are valid for 30 days. Aluvin will only send a confirmation of the order if the Customer requests this explicitly and in writing. Aluvin will not adjust the sales prices of any offer that is confirmed in good time, insofar as the Customer purchases the goods within the agreed time frame. Without prejudice to the above, Aluvin has the right to modify the prices in its catalogue at any time without notice. All stated prices do not include VAT.

3. The Customer is required to accept the ordered goods in their entirety. Aluvin reserves the right to round the ordered quantities up or down, by up to 10%, and to change the type of packaging and the dimensions if appropriate. The total price of the delivery corresponding to the new quantities may thereby be adapted in accordance with the new quantities without amending the unit prices, without the Customer having to give written consent for this, and without the Customer being able to invoke this as a breach of the agreement. Any other changes to the order can only be made with the written agreement of both parties.

4(a) The delivery of supplies that satisfy the following conditions shall take place (DAP):

- In Belgium, from €900 per delivery
- In the Netherlands, from €1,200 per delivery

These limiting amounts may be adapted unilaterally by Aluvin, subject to written notification 30 days in advance.

4(b) Supplies that are not covered by section 4(a) shall take place ex works (EXW).

5. The Customer is entitled to request a confirmation of the delivery date. Delivery deadlines are merely provided for information purposes, however and are therefore non-binding. Delays in the delivery delays shall never give rise to any penalty or compensation.

If the delivery date confirmed by Aluvin is exceeded by more than 20 days, the Customer is entitled to demand a part delivery. If Aluvin is subsequently unable to deliver at least 25% of the ordered quantity within seven working days, the Customer is entitled to cancel the delayed order without further obligations relating to the cancelled order and

without being entitled to compensation of any kind whatsoever.

Should a Customer who has received a part delivery no longer wish to receive any subsequent deliveries, Aluvin must be notified of this within 24 hours of the first delivery.

Any additional transport costs in the event of part deliveries will then be borne by Aluvin.

6. The products are sold without a right of return. The Customer is obliged to inspect each delivery immediately upon receipt and, if the delivery does not correspond to the order, must notify Aluvin of this in writing within 48 hours. If the Customer receives complaints from its Customers or other users regarding the goods, these complaints must also be communicated to Aluvin by the Customer within 48 hours of their becoming known. In view of the product, deviations in number (quantities) of up to 3% are acceptable.

Complaints must at all times be accompanied by relevant product identification such as: the original packaging with all printing and labels, the lot number, or a copy of the shipping documents.

Any late or incomplete complaints are inadmissible, and will therefore cause the lapse of any right of the Customer to compensation for damages.

Goods can only be returned after the written agreement of Aluvin.

7. The products supplied by Aluvin and their field of application are deemed to be known by the Customer.

The responsibility for the selection and use of the products supplied by Aluvin rests entirely and solely with the Customer. The customer is aware and accepts that Aluvin may outsource and/or purchase certain production tasks and/or processes, either wholly or in part. They are considered "products of Aluvin" and do not affect the following provisions.

Aluvin shall only be liable for the goods it supplies if the Customer has used the goods in accordance with the instructions and guidelines, which are deemed to be known by the Customer.

The liability of Aluvin is limited to any faults in Aluvin's own goods, but does not apply to any faults or damage arising as a result of adding or combining the goods of others with/to the goods supplied by Aluvin.

Should Aluvin receive a claim for compensation, the liability of Aluvin will always be limited to a maximum of the amount of the delivery of the goods that relate to the claim for damages, and this regardless of the cause or nature of any (consequential) loss or damage, whereby any tangible or intangible loss or damage are counted together as a single sum.

In no event, shall Aluvin be responsible, or be held responsible for any loss of production, loss of product, loss of profits, business damage, loss of turnover, loss of margin, loss of image, or any other direct or indirect loss suffered by the Customer, the Customers of the Customer or by other users of the goods of Aluvin.

Should Aluvin be held liable vis-à-vis any third party, the Customer must immediately indemnify Aluvin to the extent that the liability goes against the limitations imposed in these General Terms and Conditions of Sale and Delivery.

Notwithstanding the other provisions on liability in these General Terms and Conditions of Sale and Delivery and other regulations, Aluvin shall only be liable to the Customer or a third party in the event of:

- non-performance of the most important commitments with respect to the orders, deliveries and contractual obligations,
- gross negligence, deception, deliberate error and fraud.

## General Terms and Conditions of Sale and Delivery of Aluvin NV (14<sup>th</sup> March 2022)

8. Painted and printed goods are goods that are produced exclusively to meet a specific request. The Customer accepts that these orders cannot be cancelled except with the written consent of Aluvin. Minor colour deviations, insofar as these are inherent in the production process, cannot be considered as a breach of the agreement, and must therefore be accepted by the Customer.

9. Aluvin accepts no responsibility for the placement, size and verification of the EAN and other codes. In addition, all scan tests that are performed are the responsibility of the Customer.

10. Subject to contrary written agreement, prices are payable in cash on the due date specified on the invoice. The invoice amount must be paid net to the bank account number specified on the invoice. Discount and bank charges are borne by the Customer. A discount for immediate payment can only be settled if this has been expressly agreed in advance.

In the case of late or incomplete payment, the invoice amount will be increased by 10%, with a minimum amount of €125. In addition, interest will be due equal to the prevailing statutory interest applicable to late payment between traders. These increases shall become due without the requirement for any demand for payment or notice of default. Non-payment or incomplete payment by the due date of a single invoice will cause the outstanding balance of all other invoices to become immediately due, even if they are not yet overdue. The penalties and interest stated above shall also likewise become due in the event of complete or partial late payment. Drawing or accepting a bill of exchange or other negotiable instrument shall not constitute a renewal of the debt (substitution of one debt for another) or a deviation from the conditions of sale. In the case of a dispute, and without prejudice to the provisions of clause 6,

the invoice must be protested by registered letter within 10 calendar days after the invoice date, on pain of forfeiture of rights.

11. All single-use packaging is provided free of charge and cannot be returned. Wire containers and other packaging designed for multiple use remain the property of Aluvin, or the landlords to Aluvin of it; at all times, with the Customer acting as custodian while they are in the Customer's possession.

12. Copyright, and the intellectual property of drawings and moulds remain the property of Aluvin, and may not be passed on.

13. All obligations between Aluvin and the Customer, or its Customers, are governed by Belgian law. The courts of the district of Turnhout, Belgium, have exclusive jurisdiction.

14. Force majeure, which refers to all circumstances that are beyond the control of Aluvin, such as strikes, lock-outs (including at subcontractors), pandemic, fire, mechanical damage, lack of drive power, war or warlike conditions, statutory measures, the non-delivery or late delivery of goods by subcontractors and this leading to a delivery delay, regardless of whether such circumstances occur abroad or in Belgium, give Aluvin the right to postpone the delivery and the right, at its sole discretion, to cancel an order, without Aluvin being required to pay any compensation.

15. Aluvin retains ownership of the goods sold in every respect until the sale price and all other costs of the purchase have been fully paid into the bank account of Aluvin by the Customer. The Customer must notify its secured creditors of this retention of title.