

General Terms and Conditions of Sales LODA nv

Article 1 - Scope

- 1.1. These general terms and conditions apply exclusively to all offers, invoices, agreements or other writings in which LODA nv acts as the seller and the other contracting party is not a consumer in the sense of Art. I.1., 2° Wetboek van Economisch Recht.
- 1.2. The general terms and conditions of the buyer are explicitly excluded, even if they would not conflict with these terms and conditions.
- 1.3. These terms and conditions may only be waived by written agreement signed individually for approval by LODA nv.

Article 2 - Delivery and transportation

- 2.1. The delivery and the receipt of the goods takes place in the warehouses of LODA nv in Beerse.
- 2.2. The transfer of the risk takes place at the point in time when the goods are placed at the disposal of the buyer in the warehouses of LODA nv, even if LODA nv would organize the transport.
- 2.3. The goods are deemed to be delivered in good condition, except in the case of express written reservation by the buyer.
- 2.4. The buyer is obligated to check both the contents and the packaging of the goods to signal any defects or damage at the time of delivery. The buyer must also check the goods on delivery on their conformity. In the absence of any written protest - sent to LODA nv by registered mail - within 48 hours of delivery of the goods, the buyer is deemed to have accepted them definitively.
- 2.5. The shipment or transport of the goods always takes place on the responsibility and risk of the buyer, and this by means of transport at the option of LODA nv, this notwithstanding the retention of title of LODA nv.

Article 3 - Prices

- 3.1. All prices are mentioned in euro and are excluding VAT and/or other taxes unless expressly stated otherwise.

Article 4 - Retention of title

- 4.1. All delivered goods and materials remain the property of LODA nv until the full payment of the purchase price of these goods.
- 4.2. If the Buyer has not paid the goods within the term of payment provided, the buyer must return the goods within 24 hours after the expiry of this term of payment to LODA nv at its registered office at 2340 Beerse, Biezenstraat 21, without a formal notice of default being required.

Article 5 - Term of delivery

- 5.1. The term of delivery provided by LODA nv is only given an approximation. The exceeding this term cannot give rise to any compensation or to unilateral termination of the agreement
- 5.2. LODA nv is not liable for late deliveries which are caused by force majeure, such as but not limited to: strike, fire, sickness or accident among the personnel of LODA nv, telecommunications problems, business interruptions or shortcomings of LODA nv's suppliers or acts of third parties. In such a case of force majeure, LODA nv will have the right to either suspend its obligations as long as the cause of the force majeure exists or, if the force majeure lasts more than six months, terminate the agreement by law, without LODA nv being liable for any damages in either case.

Article 6 - Billing and payment

- 6.1. Unless expressly stated otherwise, each invoice is payable at the seat of LODA nv by due date stated on the invoice. This right is not waived by the issuance of a promissory note.
- 6.2. In the case of late payment of an invoice, all other invoices still outstanding will become due immediately without any prior notice.
- 6.3. In the case of late payment of an invoice, an interest for late payment of 1% of the amount in principal for each started month of delay, will be due from the due date, by law and without a formal notice of default being required, this increased with a fixed conventional compensation of 10% of the principal amount with a minimum of 65,00 EUR. LODA nv reserves the right to prove higher damages.

Article 7 - Suspension and termination of the agreement

- 7.1. LODA nv has the right to suspend its obligations and/or terminate the agreement at the expense of the buyer, including in the following cases:
 - in case of breach of contract by the buyer, such as the late or partial payment of the purchase price, the entire or partial cancellation of the order by the buyer, ...;
 - in case of dissolution or liquidation of the buyer or if the buyer ceases its professional activities;
 - in the event of bankruptcy, judicial agreement or any other fact which shows the buyer's credit is at stake.

Article 8 - Miscellaneous provisions

- 8.1. The agreement between LODA nv and the buyer is governed exclusively by Belgian law, excluding its provisions on private international law.
- 8.2. The Courts of the district of Antwerp, department Turnhout will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the agreement between LODA nv and the buyer.
- 8.3. If any term or other provision of this Agreement is determined to be invalid, all other terms of these terms and conditions shall nevertheless remain in full force and effect. Furthermore, in lieu of any such invalid term of provision, the parties hereto intend that there shall be added as a part of this agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.