

General Terms and Conditions of Sale – COPO sprl

1. GENERAL INFORMATION

- 1.1 For the purposes of this document, the following definitions apply: "General Terms and Conditions": these General Terms and Conditions
 "COPO": COPO, a private limited company under Belgian law, registered with the Crossroads Bank for Enterprises under number BE0833.811.109
 "Client": any natural or legal person having a pre-contractual or contractual relationship of any kind with COPO; "Agreement": any agreement between client and COPO, in accordance with article 2 of the general terms and conditions;
 "object": the good(s) and/or service(s) covered by an agreement
- 1.2 All orders are subject to the stipulations of these general terms and conditions and any specific terms and conditions.
- 1.3 All clauses and provisions stipulated in these general terms and conditions are deemed to be accepted by the contracting party by virtue of placing its order, even if they conflict with its own general or specific terms and conditions. The latter are therefore not applicable to the relationship between the parties unless expressly accepted. The fact that no objection is raised against the stipulations of documents originating from the buyer, or that any clause of these general terms and conditions is not implemented, cannot under any circumstances be interpreted as acceptance of the stipulations of the buyer's documents or as a waiver of these general terms and conditions.
- 1.4 Incoterms 2010 (<http://www.iccwbo.org/incoterms/>) are applicable to the relations of the parties.
- 1.5 The parties may use the following means of communication with each other: letter, fax, email. Unless otherwise stipulated in these terms and conditions, all transmissions made by these means are deemed to be in writing and are valid proof between the parties. They are deemed to have been received on the day of sending, except for letters, for which the deadline is extended to 3 business days.
- 1.6 COPO reserves the right to modify the general terms and conditions.

2. FORMATION OF THE CONTRACT

- 2.1 The documents relating to offers issued by COPO are strictly confidential. Plans, samples, and other materials accompanying the offer remain the exclusive property of COPO. They may not be reproduced or disclosed and must be returned to COPO upon request. Any use without COPO's consent will expose the offer recipient to fixed damages of EUR 5,000.
- 2.2 The contract is formed only after unconditional and written acceptance by the buyer, within two months of receipt, of the offer issued by COPO. Offers remain valid, with regard to their price, only insofar as the order conforms in all respects to the terms of the offer and is placed within the aforementioned period.

3 PRICE

- 3.1 Unless otherwise stipulated, prices are always exclusive of tax. Any additional VAT charged is always the responsibility of the customer.
- 3.2 All amounts communicated are in euros, unless otherwise stipulated.

4 DELIVERY - TIMES

- 4.1 The delivery times mentioned are purely indicative. They only begin after receipt of the required deposits or guarantees and all the elements necessary for the execution of the order.
- 4.2 Any possible delay in delivery beyond the indicative time given cannot, under any circumstances, give rise to termination or cancellation of the order, nor to the payment of damages.
- 4.3 In the event of a simultaneous order for several products, COPO reserves the right to make and invoice partial deliveries (however, in full units). The buyer may not object to this.
- 4.4 In the event of force majeure (such as, but not limited to: war, mobilization, civil unrest, strike, lockout, accident, riot, shortage of materials or transport, fire, machine breakdown, malfunction, difficulties in obtaining raw materials, materials and energy, restrictions, etc.) as well as the actions of COPO's subcontractors, suppliers and carriers, preventing the performance of its obligations, COPO may either suspend the delivery deadline for the duration of the exceptional event in question or for the time necessary to remedy it, or cancel the order by simple letter. This cancellation will not give rise to any damages.
- 4.5 Any claim concerning delivered goods must be made in writing by registered mail no later than 8 working days after the order's arrival at its destination. Failure to comply with the aforementioned deadline will render the claim untimely and inadmissible. Returns are not accepted.
- 4.6 If the buyer is absent at the delivery address provided at the time of delivery, and delivery cannot therefore be made to the location agreed upon by both parties, COPO will repossess the goods. Any associated transport costs will be borne by the buyer.

5. TRANSPORT AND TRANSFER OF RISKS

- 5.1 Unless otherwise agreed in writing, deliveries are made EXW – ex-works at COPO's premises, with transport at the buyer's expense. Goods always travel at the buyer's risk.

- 5.2 Unless otherwise stipulated in writing, the goods must be collected by the buyer no later than 15 days after they are made available.

6 GUARANTEE

- 6.1 The warranty for proper performance of the equipment sold is limited to the replacement of the goods sold, if COPO's liability is acknowledged or established. All other damages are excluded.
- 6.2 The customer acknowledges having been properly informed of the quality, instructions for use and any specific properties of the goods purchased and, unless otherwise stipulated in writing and accepted by both parties, acknowledges that these goods are not intended for a special use.
- 6.3 COPO's liability is excluded in any case:
- in case of misuse of the product under non-recommended working conditions,
 - in the event of modifications to the equipment after delivery,
 - in the event of a claim made more than three months after delivery.

7 CANCELLATION – TERMINATION – RESOLUTION

- 7.1 In the event of cancellation by the buyer of his order, a fixed and non-reducible compensation of 30% of the amount of the order, excluding taxes, discount, rebate or allowance, will be due.
- 7.2 If the buyer fails to collect the goods within the period stipulated in Article 5.2, COPO is entitled, without prior notice, either to invoice for the goods sold and demand payment, or to consider the sale automatically cancelled. In the first case, the goods will be stored at the buyer's expense and risk, either at COPO's premises or with a third party, and the buyer will be liable for the cost of storage in addition to the sale price, including principal, interest, and costs. In the second case, the buyer will be liable for the compensation due in the event of order cancellation.

8 INVOICING – PAYMENT – RETENTION OF TITLE

- 8.1 Unless otherwise stipulated in price quotations, order confirmations or invoices, COPO invoices are payable 30 days end of month, at the registered office address or to one of the bank accounts mentioned on the invoices.
- 8.2 COPO reserves the right to demand, even during the execution of an order, any financial or other guarantees it deems necessary.
- 8.3 In the event of non-payment of an invoice by its due date, all outstanding invoices for which payment is not yet due will lose the benefit of the agreed payment terms and become immediately payable. Similarly, in this case, COPO is entitled to postpone delivery of other goods ordered until payment of the outstanding invoices has been received.
- 8.4 All invoices that remain partially or totally unpaid on the due date, or all invoices for which the buyer has lost the benefit of the payment term, shall automatically and without prior notice bear the interest provided for in Article 5 of the Belgian Law of 2 August 2002, which reads as follows: Unless otherwise agreed by the parties in accordance with Article 7, when the debtor fails to pay within the agreed payment period or, failing that, within the payment period stipulated in Article 4, the creditor is entitled, from the following day, automatically and without prior notice, to the payment of interest at the key interest rate plus seven percentage points and rounded up to the nearest half percentage point.
- 8.5 Similarly, the remaining balance due will in any event be increased by a minimum fixed indemnity corresponding to 15% of the unpaid balance with a minimum of twenty-five euros, without prejudice to the seller's right to claim a higher indemnity, depending on the actual recovery costs pursuant to Article 6 of the Law of 2 August 2002: "Unless otherwise agreed by the parties in accordance with Article 7, if the debtor fails to pay within the agreed payment period or, failing that, within the payment period stipulated in Article 4, the creditor is also entitled, without prejudice to their right to reimbursement of court costs in accordance with the provisions of the Judicial Code, to claim from the debtor reasonable compensation for all relevant recovery costs incurred as a result of the late payment. The application of this article excludes the creditor from receiving the sums provided for in Articles 1018, paragraph 1, point 6, and 1022 of the Judicial Code. These recovery costs must comply with the principles of transparency and be proportionate to the debt concerned.
- 8.6 Bills of exchange drawn on the buyer, drafts received from the buyer, or any other payment method accepted by COPO do not constitute a novation or a waiver of the general terms and conditions of sale. Bills of exchange drawn on the buyer must reach COPO duly accepted within 8 days of their issue date. Otherwise, the debt becomes immediately due and payable without the need for notice to the buyer. Any costs incurred by the payment method chosen by the buyer will be invoiced to them in addition.
- 8.7 Any invoice dispute made after a period of 8 days will be considered late and inadmissible.
- 8.8 The equipment sold or delivered to the buyer, in execution of an order from the latter, remains the property of COPO until full payment of the price in principal, interest and costs, without prejudice to the rules relating to the transfer of risks.

9. JURISDICTION AND APPLICABLE LAW

- 9.1 Any dispute relating to the execution of orders is governed by Belgian law.
- 9.2 In the event of disputes of any kind whatsoever, only the courts of the district of Nivelles shall have exclusive jurisdiction, even in the event of lis pendens or related matters.