

## GENERAL TERMS AND CONDITIONS OF SALE

### Article 1 – general provisions

Unless specifically agreed otherwise, the contractual relationship between the client and the company FILAME BRUSSELS SA is exclusively governed by these general terms and conditions. The client acknowledges that they are familiar with these and that they specifically renounce their own terms and conditions.

The general terms and conditions may be modified without notice by FILAME BRUSSELS SA, and the only applicable version will be the one that appears on the FILAME BRUSSELS SA website ([www.filame.com](http://www.filame.com)).

Any exemption from these general terms and conditions must be specifically confirmed in writing by the company FILAME BRUSSELS SA. These exemptions will form the specific terms and conditions of sale, which are only valid for the proposal and/or order confirmation concerned.

If any of the provisions of these general terms and conditions is ineffective, it will be replaced by a rule as close as possible in meaning to the ineffective provision. The other provisions will continue to apply.

If the company FILAME BRUSSELS SA does not exercise one or part of its rights, as defined in these general terms and conditions, this cannot be considered to be a relinquishment of that right or part thereof.

### Article 2 – Proposals and quotes

All of FILAME BRUSSELS SA's proposals and quotes are based on the data, designs, etc. provided by the client, and only binds FILAME BRUSSELS SA to this extent. The prices shown do not include VAT, unless FILAME BRUSSELS SA has specifically stipulated otherwise.

The information appearing in the printouts provided by FILAME BRUSSELS SA may be modified by the latter, without any prior notice. It is not binding on the company FILAME BRUSSELS SA.

Any inaccuracy in proposals, order confirmations, invoices, etc. may be corrected at any time by the company FILAME BRUSSELS SA.

If a proposal and/or order confirmation contains several elements, the company FILAME BRUSSELS SA is under no obligation to provide one part of the order at a price reduced in proportion to the total price.

### Article 3 – Entering into a contract

The company FILAME BRUSSELS SA is only bound by a specific, written agreement to a proposal from the client and/or order confirmation.

Handing over goods or materials to be transformed and/or finished to FILAME BRUSSELS SA is equivalent to a proposal and/or order confirmation, even if no purchase order or delivery note is included with them. If a purchase order or delivery note is included, it will be signed by the company FILAME BRUSSELS SA subject to the quantity and quality of the goods or

materials provided. Any proposal and/or order confirmation issued by the client, by virtue of which the goods or materials are handed over to be transformed and/or finished, and which is not subject to the specific condition of providing a sample, is irrevocably binding on the client. The client must secure the specific agreement of the company FILAME BRUSSELS SA about the cancellation of any order, for any reason whatsoever. In this case, FILAME BRUSSELS SA will have the right to lump-sum compensation equivalent to 15% of the price shown in the order, without prejudice to its right to further compensation in the event of more damage.

If the order placed with the company FILAME BRUSSELS SA is modified at the client's request, FILAME BRUSSELS SA has the right to adjust its prices according to the price list in force at that time, or to terminate the contract by giving the client notice, without court intervention and without compensation.

In this case, FILAME BRUSSELS SA will have the right to full compensation from the client for its costs and/or expenses incurred by the purchase and/or the provision by any means by a third party of equipment, auxiliary materials and/or spare parts in order to complete the work.

If, between the time of the proposal and/or order confirmation on the one hand, and the delivery date on the other, there have been significant price increases - caused by exchange rate fluctuations, increased salary costs, the price of raw materials, or any other circumstance that the company FILAME BRUSSELS SA could not have reasonably predicted at the time of the proposal and/or order confirmation, or avoid - and the consequences of which the company FILAME BRUSSELS SA cannot remedy, even if it has done what it can to do so, the company FILAME BRUSSELS SA has the right to pass on these cost increases to the client.

Any person or company who places an order and asks for it to be invoiced to a third party remains responsible for payment, even if the company FILAME BRUSSELS has agreed to this invoicing process.

Orders placed by anybody generally acting in the name and on behalf of a company or a third party will be charged to the latter. This company or third party will be responsible for payment unless they have informed FILAME BRUSSELS SA beforehand in writing that this person can no longer place orders on their behalf.

#### Article 4 – Rights relating to transformation and/or finishing

Any client commissioning somebody to transform and/or finish an item should hold the necessary rights to assign such a task. They are, along with their principals, responsible for any claims made by third parties and, as a result, will indemnify FILAME BRUSSELS SA against any appeal as soon as the latter so requests.

#### Article 5 – Delivery deadline – transfer of risk – transport

Deadlines for delivery and completion are only provided for reference. Delays to delivery or completion can in no circumstances justify any claim for damages by the client. The client may, however, terminate the contract without being able to claim any compensation in the event of non-delivery or non-completion, within thirty days of FILAME BRUSSELS SA receiving notice.

Unless another delivery destination or other transport conditions are specifically agreed in a written clause in the specific terms and conditions of sale, delivery will be to the premises of the company FILAME BRUSSELS SA (EX WORKS) on the date on which the client was informed by FILAME BRUSSELS SA that the goods are available. It is at this time that the risks are transferred to the client. If the client or the haulier signs the packing list, the client will be presumed to have received the number of items and/or goods mentioned in the list.

The transport or dispatch of goods is always at the client's risk and expense. If FILAME BRUSSELS SA has to organise transport or dispatch, FILAME BRUSSELS SA will be considered to be acting as an agent of the client. In any case, FILAME BRUSSELS SA will not be held responsible for the transport or dispatch, if the client has not reacted within three working days of the arrival of the goods.

If the contract relates to different goods, delivery may be for all or part of these goods. In the event of a partial delivery, the client must pay the invoice for this partial delivery as if it were a separate contract.

#### Article 6 – Packaging

Unless agreed otherwise in the specific terms and conditions, the goods will be packaged according to the client's instructions, and at the latter's risk; the packaging costs will be paid for separately, and invoiced to the client separately or at the same time as the price.

#### Article 7 – Force majeure

In the event of force majeure, FILAME BRUSSELS SA'S delivery and other obligations will be suspended. In this case, FILAME BRUSSELS SA is only obliged to deliver or fulfil its obligations insofar as it is reasonably possible.

Unforeseeable circumstances relating to individuals and/or materials used or in the habit of being used by FILAME BRUSSELS SA for the purposes of the contract, that would make execution of the contract impossible or so difficult and/or expensive, in other words disproportionately so, that one could not reasonably demand that FILAME BRUSSELS SA execute the contract, are treated in the same way as force majeure. Without this list being exhaustive, the following are deemed to constitute force majeure: strikes, company blockade, staff illness, malfunctions, lack of raw materials, semi-finished products, equipment and materials, auxiliary materials, spare parts and/or delays or a lack of energy supply from suppliers, transport disruption, import or export limits.

If the force majeure lasts for more than three months, both FILAME BRUSSELS SA and the client have the right to terminate the contract for the part that has not been executed, by issuing a written declaration to that effect, without any compensation being owed.

#### Article 8 – Tolerance

Unless otherwise agreed with the client in the specific terms and conditions of sale, all deliveries will have the usual industry-specific tolerance in terms of the number of items to be delivered, namely 10%.

#### Article 9 – Complaints

Any complaint relating to an invoice must be sent to FILAME BRUSSELS SA in writing within eight days of the date of the invoice.

Visible defects that were not commented on by the client at the time of delivery are unacceptable and will not be taken into consideration.

As soon as they are discovered, and at the latest within six months of delivery, any complaint relating to hidden defects must be reported to FILAME BRUSSELS SA by registered letter. The above-mentioned deadline of six months starts on the date on which the goods were delivered by FILAME BRUSSELS SA in accordance with article 5, paragraph 2. Any complaint made outside the deadlines mentioned in this article is automatically not taken into consideration.

#### Article 10 – Guarantees – Liability

FILAME BRUSSELS SA provides a warranty to the client for the good quality of the work that it carries out and/or the goods sold. In the event of faulty workmanship or deliveries, FILAME BRUSSELS SA has sole responsibility for making any necessary improvements or redelivering the goods. Any other or more extensive claim is excluded, including compensation for costs or damages for any harm to commercial interests and any damage caused directly or indirectly to the client or a third party.

If the client makes machines and/or tools available to FILAME BRUSSELS SA, FILAME BRUSSELS SA is not responsible for their loss or damage.

These machines and/or tools will never leave the premises of FILAME BRUSSELS SA without its explicit consent, and cannot be asked for by the client before the work in requested has been carried out.

The warranty does not apply if the replacements are required due to normal wear and tear, negligence, a lack of maintenance, incorrect usage, or even an incident caused by accident, force majeure or by third parties, or if the client has modified, repaired or manipulated the goods, on their own initiative and without the prior agreement of FILAME BRUSSELS SA.

The client must provide a warranty for and indemnify FILAME BRUSSELS within the context of any requests made by third parties directly arising from the contract in force between the parties, but for which FILAME BRUSSELS SA is not liable in relation to the client.

#### Article 11 – Retention of title

The goods delivered by FILAME BRUSSELS SA remain its property until all sums owed by the client have actually been paid, it being understood that the client is responsible for and accepts the risks for the goods delivered from the moment they are made available to them. As long as FILAME BRUSSELS SA is the owner of the goods sold, the client cannot dispose of the goods, whether by sale, security or any other means. The client must inform FILAME BRUSSELS SA immediately if third parties claim any rights to goods that are still the property of FILAME BRUSSELS SA. The client must keep the goods that are subject to the retention of title with the necessary care so that they are identifiable as the property of FILAME BRUSSELS SA.

In the event of non-payment by one of the due dates, or if the client asks one of their creditors for terms or extensions, embarks on a court-ordered reorganisation or similar procedure, files

for bankruptcy or is declared bankrupt, if all or part of the goods are seized, FILAME BRUSSELS SA will be able to terminate the contract automatically and take back possession of the goods delivered as described in article 15.

Without prejudice to the agreed payment terms, FILAME BRUSSELS SA has the right, at any time, to carry on and deliver the goods, or, when delivering the goods, demand an unconditional bank guarantee from the client, payable as soon as it is requested, to guarantee their payment obligations. As long as the bank guarantee has not been provided for FILAME BRUSSELS SA, FILAME BRUSSELS SA has the right to suspend any further deliveries.

#### Article 12 – Client’s equipment

The client continues to assume the risks relating to plans, projects, designs and all goods belonging to them that are taken to the premises of FILAME BRUSSELS SA, and explicitly releases FILAME BRUSSELS SA from any liability of any kind whatsoever. The same is true for the work carried out and the goods or deliveries destined for the client. FILAME BRUSSELS SA will look after the above-mentioned equipment and explicitly disclaims liability relating to the loss of and/or damage to the equipment in question.

The expenses involved in looking after the above-mentioned equipment is invoiced to the client starting on the date provided by FILAME BRUSSELS SA. If payment has not been received by the agreed date, the equipment may be kept as a guarantee and security for any money owed.

#### Article 13 – Contribution to tooling costs

If the manufacturing of a part requires the manufacturing of a new tool and FILAME BRUSSELS SA issues an invoice for a contribution to this cost, whether this contribution is itemised or included in the price of the parts, the tools will remain the property of FILAME BRUSSELS SA and cannot be claimed by the client if manufacturing is stopped for any reason whatsoever.

#### Article 14 – Payment

Unless otherwise stipulated in the specific terms and conditions of sale, FILAME BRUSSELS SA’s invoices are payable within thirty days of the invoice date for the cost of parts. Fifty per cent of any contribution to tooling costs is payable at the time of the order, and fifty per cent when the initial samples are delivered.

Payment must be sent to the registered office of FILAME BRUSSELS SA in Nivelles, either as a cash payment or by bank transfer to the account number detailed on the invoice. In any circumstance and without any limits, FILAME BRUSSELS SA reserves the right to demand payment in cash for any invoice at the time of delivery. The client is not entitled to any deduction, reduction or compensation.

Under no circumstances does the fact that a complaint has been made about the goods delivered suspend the client’s obligation to pay as detailed in this article.

Any invoice that has not been paid when due will incur contractual interest at a rate of 1% per month on the amount due, starting on the due date. Any late payment will also automatically, and without notice, incur the payment of lump sum compensation of a total of 15% of the amount due, with a minimum of 100.00 Euros.

If the client continues to default on any one payment owed to FILAME BRUSSELS SA, FILAME BRUSSELS SA has the right to suspend any further execution of the contract, or to terminate the contract in accordance with article 14. All invoices that remain unpaid by the client will also, in such circumstances, automatically become payable immediately. If the client cancels or suspends an order, FILAME BRUSSELS SA will have the right to issue an invoice immediately for the work already carried out (preparation of tools, salaries, raw materials, subcontracting, etc.) without prejudice to the lump sum compensation mentioned in article 3.

#### Article 15 – Express termination clause

Without prejudice to its right to compensation, if an invoice is not paid when due or any other contractual obligation is not fulfilled, or if the client asks one of their creditors for terms or extensions, embarks on a court-ordered reorganisation or similar procedure, files for bankruptcy or is declared bankrupt, if all or part of the goods are seized at a creditor's request, FILAME BRUSSELS SA has the right, at its discretion, to terminate the contract automatically by registered letter.

The client undertakes to return the goods to FILAME BRUSSELS SA within twenty-four hours. If they have not been returned within this deadline, FILAME BRUSSELS SA will have the right to recover the goods without any formalities or legal intervention, from wherever they are being kept.

#### Article 16 – Applicable law – Jurisdiction

The contractual relationship between the client and FILAME BRUSSELS SA is governed by Belgian law.

Any dispute between the parties will be subject to the sole jurisdiction of the courts of Nivelles. However, FILAME BRUSSELS SA has the right to refer the dispute to the courts with jurisdiction over the client's domicile.