

## **GENERAL CONDITIONS FOR SALES AND SERVICES - DVPD009D (REV. 2021.1)**

Unless otherwise explicitly stated in writing, these general sales conditions exclusively govern all sales of goods and services by VYNCKE (the “seller”). They are perpetually linked with our quotations and order confirmations, just as with all documents signed by both seller and customer. Only our general sales conditions are applicable, meaning we expressly decline all purchase conditions stated on documents of the customer.

### CLAUSE 1: OFFER - ACCEPTANCE

The seller’s quotations are without any commitment on our side. Any order made by the customer is only valid after being subjected to our approval.

### CLAUSE 2: DELIVERY OF GOODS

1. The goods always travel at the risk and at the responsibility of the customer, even when the shipment is free of charge.
2. In order to be valid, any complaints and restitutions should be notified by registered letter or e-mail sent with a request for delivery and read receipt at the latest within 8 (eight) calendar days upon delivery. Later complaints will not be considered. The customer bears the burden of proving that these requirements are respected.
3. The terms of delivery of goods are quoted approximately. Any delays incurred do not give rise to any reimbursement from the seller.
4. The terms of delivery only remain valid when the customer strictly respects its contractual obligations towards the seller.
5. In case the delivery of the goods is delayed on request of the customer or in case the delivery is cancelled because the customer did not fulfil its contractual obligations, the seller shall be entitled to a compensation of 10% of the purchase price, while the seller reserves the right to prove additional damage and claim additional compensation .
6. The seller reserves the right to do partial shipments.

### CLAUSE 3: PROVISION OF SERVICES

1. The completion periods are not binding and failure to meet the deadline shall not give rise to compensation. Where multiple interactions with the client or third parties are required for the performance of the contract, the seller will not be the only one responsible for meeting the completion deadline which will therefore be given as an indication.
2. Complaints regarding the services must be submitted by registered letter or e-mail sent with a request for delivery and read receipt at the latest within 10 (ten) calendar days upon performance. Later complaints will not be considered. The customer bears the burden of proving that these requirements are respected.
3. Prices for services are set in the seller’s quotation and/or the agreements between the seller and the customer. They are expressed in euros and are without any discount.



#### CLAUSE 4: PAYMENT

1. The seller's invoices are net, to be paid cash without any reduction in Harelbeke, Belgium.
2. Any invoiced amount left unpaid upon its due date will be subject to an interest rate of 1 % per month, without prior notice. In case of full or partial non-payment of the debt for no apparent reason upon due date and despite the fact that a notice letter was sent by registered mail, the balance due will be increased by 10 % of the unpaid amounts, with a minimum amount of EUR 125,- even within an agreed grace period.
3. When the seller has serious indications that the customer is unable to pay or when the customer cannot provide the seller with the requested guarantees, the seller has the right:
  - to withhold the goods/services not yet supplied
  - to take the useful actions in order to prevent the customer to come into possession of the goods already sent, and in order to safeguard his own rights for the future even after treatment of the goods.
4. The goods supplied remain the property of the seller as long as the customer did not completely settle the invoice. In case of partial shipments, for which separate payments are allowed, the goods remain the property of the seller until full settlement of the entire order.
5. As long as the amount due is not fully paid to the seller, the customer is not allowed to transfer the goods nor to grant any rights pertaining to them to third parties. Nevertheless the customer commits himself to guard and maintain the goods as from the date of delivery.
6. Complaints regarding the seller's invoices must be submitted by registered letter or e-mail sent with a request for delivery and read receipt at the latest within 10 (ten) calendar days of the invoice date. Later complaints will not be considered.

#### CLAUSE 5: GUARANTEE

1. Unless explicitly otherwise stated our goods (including installations) are guaranteed for a period of 12 months. For new installations, this time period starts after the new installation came into operation, with a maximum of 18 months after delivery. For other goods, this time period starts upon delivery. For second hand goods, these periods are limited to 3 months.
2. The offered guarantees are strictly limited to the replacement or repair in its works and to the payment of the hourly rate, with the exception of costs for travelling, transport, hotel, import, insurance and related costs.
3. The seller's guarantee is not applicable for replacement nor repair which would result from normal wear, or from damage or accidents which are the consequence of negligence, imprudence, lack of supervision or maintenance and incorrect use of the goods.
4. The seller's guarantee is not applicable for error caused by goods or parts of the installation not delivered by the seller.
5. The seller's guarantee only applies when:
  - the commissioning of the installation is done by a technician of the seller or any technician appointed or accepted by him.



- the power of the installation, which is stipulated in the contract, is not exceeded
- the installation is fed with the proper fuel, as described in the contractual documents.
- the installation is filled and/or fed with treated feeding water or thermal oil, according to the type of the installation and as described in the contractual documents.
- the the goods are used and maintained according to the instruction manual and/or given by the appointed technician(s) during start up.
- the customer registers all maintenance and repairs in a log book, which can be inspected by the seller or his agents at any time
- only competent personnel is given access to the installation
- the seller and other appointed by him always have access to the installation
- the terms of payment and other contractual obligations on behalf of the customer are strictly met.

#### CLAUSE 6: LIABILITY

1. Unless expressly agreed otherwise, the obligations of seller are obligations to deliver its best efforts. The customer is responsible for the accuracy and completeness of the documentation and information it provides.
2. Within the framework of the performance of the contract, seller may only be held liable for gross negligence, excluding any responsibility for any form whatsoever of consequential damages (including lost profits or lost income) and for any action whatsoever that would be brought by third parties against the customer. The customer shall safeguard the seller against any actions by third parties which would be based on or related to the performance of the contract.
3. Without prejudice to the preceding stipulations, the responsibility of the seller for any damages ensuing from the delivered equipment and/or rendered services, is limited to the quoted prices.
4. Under no circumstances can the customer claim for compensation from the seller when the installation is out of order or malfunctioning due to manufacturing interruptions, production losses, unemployment, fuel costs or other losses which are the consequence of a failure of the whole or a part of the installation. The seller cannot be held liable for the lack of availability or the supply of the needful permits on behalf of the customer, such as operating license.
5. Any unforeseeable event or circumstance delaying or impeding the due performance of the contract beyond the reasonable control of the affected party, shall be considered an event of force majeure for the purpose of this Contract, including but not limited to: war or hostilities, riot or civil commotion, sabotage, rebellion, insurrection, earthquakes, flood, fire or any other natural physical disasters and unusual weather conditions; disease, epidemic or pandemic.

In case of disease, epidemic or pandemic (expressly including COVID-19 and related government measures as well as quarantine measures) the affected party invoking force majeure does not have to prove the unforeseeable nature of these events.



The party affected by force majeure shall notify the other party of the circumstances constituting force majeure, without undue delay and in writing, specifying the obligation the performance of which is thereby delayed or impeded. The party giving the notice shall thereupon be relieved from the performance or punctual performance, as the case may be, of such obligation for as long as the concerned event of force majeure continues (without any damages being due), provided however said affected party takes all reasonable measures to minimize the adverse effects of the force majeure event. If the contract is terminated due to force majeure, the customer shall pay for the goods and services already provided before the aforementioned notification.

CLAUSE 7: SEVERABILITY – COMPETENCE – APPLICABLE LAW

1. If any provision of these general conditions or the contract to which they apply were to be declared wholly or partly illegal, invalid or unenforceable under applicable law, this would not result in the invalidity, illegality or unenforceability of other provisions of these general conditions or the contract.
2. In case of dispute, even when extremely urgent, only the courts of the jurisdiction of Kortrijk in Belgium are competent.
3. Belgian law is applicable.

