



## Schedule 3 GENERAL SALES CONDITIONS

### Article 1. Application

- 1.1 These general sales conditions, including the special conditions mentioned or referred to on our price lists, offers, order forms, order confirmations, delivery notes, invoices and/or other documents or sales contracts drawn up by us, unless otherwise agreed expressly in writing, govern any of our agreements between us and the customers as well as all our sales and deliveries of goods and services rendered to our customers.
- 1.2 These conditions are applicable the moment of notification to the customer, no matter when or how, and constitute formal and express acceptance by the customer, even if they are contradictory to his own general or special terms of purchase or sale, whether or not mentioned on his order forms and/or other documents drawn up by him.
- 1.3 Should a particular (distribution) agreement differ from one of the provisions of these general sales conditions, the provisions of that particular (distribution) agreement shall prevail. All other provisions are deemed to supplement such particular (distribution) agreement.

### Article 2. Orders and changes in products

- 2.1 All orders are governed by our recommended end user price list according to the general sales conditions. Orders shall only be binding if they have been accepted by us in writing. We shall make any reasonable effort to execute the orders. However, we can under no circumstances be held liable on account of costs, losses or damages sustained by the consumer as a consequence of our omission to accept a specific order.
- 2.2 In the event of a limited availability of some or all of our products, we shall have the right to divide our available stock among our customers according to a standard we deem equitable, and we shall have the right to accept and execute orders accordingly. We are entitled, without any previous notice, to discontinue the manufacture or sale of one or several products or to make changes to the type, design or model thereof. In that case we shall not be under an obligation to make these changes to the products already in the customer's possession or ordered by the latter. The customer cannot hold us liable for any such changes and shall not have any recourse against us on account of the fact we discontinued the supply of products of the type, design or model previously sold by us.

### Article 3. Prices

- 3.1 Unless otherwise specified in our offers, our prices do not include and therefore will be added separately on the invoice: a surcharge of 25 EUR for orders with a value of less than 250 EUR.
- 3.2 We reserve the right to charge price increases as a result of increased import and/or export duties, taxes, increased raw material costs and market fluctuations insofar as they influence our net pricing beyond our will in which case we shall justify this to our customer.
- 3.3 Our prices are exclusive of VAT and other taxes.

## Article 4. Cancellation of orders

**4.1** All cancellations of orders by the customer shall be in writing, or if not initially in writing, shall be confirmed in writing. The customer can only cancel an order provided that we have not started processing the purchase order and/or performance of services, for instance because we already placed an order with our suppliers. Proof hereof can be furnished by us by all lawfully permitted means.

## Article 5. Terms of execution and delivery

**5.1** The stated delivery date is to be considered purely indicative.

**5.2** A delivery delay of our goods and/or services shall only give the customer the right to claim damages from us or to rescind the contract if such delay is excessive and merely results from our inaction without any valid reason, insofar, however, as the customer proves unequivocally and directly that he has suffered a loss because of this. Such compensation shall in no case be higher than 10 % of the order value to which the delay relates.

**5.3** We exclude any liability with respect to the terms of delivery: if the terms of payment are not observed by the customer; in the event of force majeure, such as lockout, strike, epidemics, pandemics, war, economic embargoes, sabotage, fire, unfavourable weather conditions, water damage, machine breakdown, breakdown of important parts during fabrication, disruptions or delays in transport or delivery of raw materials, both with us and with our suppliers, and generally any external cause of which we can demonstrate in all reasonableness that it has affected or will affect the delivery of the goods and/or services or in general the performance of our obligations. Force majeure merely suspends the execution of the agreement with the customer and does not give the customer the right to rescind or terminate the contract to our detriment or to charge any compensation to us.

## Article 6. Delivery modalities

**6.1** Deliveries are made FCA – Free carrier, according to INCOTERM Rules

**6.2** Any customs duties shall be charged directly to the customer by the carrier. The customer therefore engages to accept and pay the accordingly justified and proven customs duties.

## Article 7. Acceptance of deliveries

**7.1** Complaints regarding externally apparent defects as well as non-conforming deliveries (wrong products or wrong quantities) shall be submitted to us in writing within 15 calendar days after delivery. The complaint shall contain an accurate and detailed description. Until contrary is proved by the customer, the delivery is supposed to have taken place on the delivery date stated on the delivery note issued by us or the carrier. Failure to make a timely complaint as mentioned above shall constitute full acceptance of the quality and quantity of the delivered goods and/or services stated on our delivery note, free from any visible defects, and our delivery note shall sufficiently justify our invoicing.

**7.2** For any return of goods not accepted by the customer due to externally apparent defects as well as for nonconforming deliveries, the customer shall wait for prior agreement before returning the goods. In case the customer fails to do so, he shall bear all costs (shipping costs, delivery costs, customs duties, ...) related to the return of the goods. Only the dated signature of a representative of our company shall have evidential value.

- 7.3 Use and/or resale by the customer without reservation implies acceptance of the goods supplied and/or services rendered by us, thereby forfeiting the customer's right to submit any complaint regarding an externally apparent defect or a non-conforming delivery.
- 7.4 The customer shall submit all complaints regarding hidden defects to us within 6 months after delivery dated. The delivery date is determined in accordance with article 7.1. above otherwise it is proceeded as defined in article 7.2. above.
- 7.5 Minor differences in color and form shall never be a reason for complaint insofar as these differences do not affect the functionality of the product nor prevent a normal use of the product.

## Article 8. **Invoices and protests**

- 8.1 We reserve the right at all times to make an invoice for services already performed, even if this was done only partially.
- 8.2 In order to be valid and thus admissible, any protest against the wording, form or content of our invoices, including the present general sales conditions, shall be entered within 8 calendar days from the date of receipt of the invoice, subject to the provisions of article 7.
- 8.3 In any case and to be valid, the protest shall be accounted for and state the exact reasons for the protest. In case of protest, the customer shall also express the extent of this protest in terms of money.
- 8.4 In case of protest, the invoice amounts to which the protest does not apply, remain payable on due date of the invoice and in case of delayed payment, these amounts shall be increased by the interests, damages and collection charges as stated in article 9 below.
- 8.5 In default of a valid protest as mentioned above, the customer acknowledges the correctness of the deliveries and/or services charged by us, even in the absence of a prior agreement or offer from us.

## Article 9. **Payment**

- 9.1 Unless otherwise stipulated, our invoices are payable within 30 calendar days after invoice date, without giving the customer the right to deduct any type of discount. Payment is to be effective into our bank account.
- 9.2 In default of complete payment of an invoice by the due date stipulated in article 9.1. and as from the day following this date, we shall be entitled by right and without prior notice to the payment of interest on arrears with a minimum interest rate of 12 % on an annual basis.
- 9.3 In case of non-payment by the due date stipulated in article 9.1. and without prior notice, the customer further acknowledges to have made a contractual error as a result of which we incurred damage. This damage, including the collection charges, shall be compensated for by the customer and is to cover the extrajudicial collection charges and the additional administrative work (including personnel costs, phone, postage charges), the compensation is fixed at 10 % of the outstanding balance, with a minimum of 75 EUR, increased by a lump sum of 15 EUR per and as from the third reminder we send to the customer; furthermore, if we call in third parties for an amicable recovery of the outstanding amounts (debt collecting agency and/or lawyer), the customer shall also be charged with these expenses;
- 9.4 Non-payment on due date of a single invoice makes the outstanding balance of all the other, even not due, invoices immediately due. In this case we are also legally entitled to suspend the performance of our services, even without prior notice, until complete payment of the amounts due.
- 9.5 Delayed payment of our invoice(s) shall entitle us to annul any discounts granted to the customer.



- 9.6** The incomplete or partially contested execution of our services or deliveries can under no circumstances be used as a pretext to postpone payment of the non-contested part. Unless expressly agreed by us, no deduction is allowed by way of guarantee.
- 9.7** If payment facilities were allowed by us, either payment by instalments or acceptance of bills of exchange, it is hereby expressly agreed that in case of the first non-payment, all bills or instalments not yet due shall legally immediately become due, without prior notice. In this case, we shall be entitled to consider any concluded contracts as broken by the customer.
- 9.8** Payments shall be balanced first with the interests payable in accordance with the present conditions, then with the damages and the collection charges, and finally with the outstanding (balance of the) invoice(s), whereby the longest outstanding amounts shall be balanced first, regardless of any remarks or statements by the customer or the third-party payer on occasion of his payment(s).
- 9.9** We are at all times entitled to transfer our claims on the customer in whole or in part to third parties, without prejudice to our obligations of guarantee or liability in consideration of the products delivered and services rendered by us.

## **Article 10.**

### **Retention of title**

- 10.1** The goods and/or materials delivered shall remain our property until complete payment of the total amount due by the customer as stipulated in article 9. This retention of title shall be opposable to third parties and remain even in the event of bankruptcy or compulsory composition of the customer.

## **Article 11.**

### **Liability**

- 11.1** We can only be held liable for indemnification of the direct damage suffered by the customer, insofar as such damage is the direct result of a defect in the goods and/or materials delivered by us. We shall under no circumstances be held liable for commercial or other indirect damage.
- 11.2** We are not responsible for the damage caused by improper use by the customer or damage caused as a result of ignoring our instructions concerning the use and safety of the delivered goods and/or materials.
- 11.3** Unless statutory regulations exclude a limitation of our liability for damages resulting from an intention or omission, wilful misconduct or gross negligence, we are further only liable for damages as described as follows:
- 11.4** In case we are liable for the direct damages on the ground of an agreement, our liability will be limited to the amount billed within the framework of that agreement. Further, our liability will be limited to the maximum amount of the allowances paid out by our insurer for that liability case and in any case be limited to the amount of 100,000 EUR.
- 11.5** Liability on our part with regard to attributable shortcomings in the fulfilment of an agreement with the customer will in any case only exist if the customer serves us with proper notice of default forthwith, whereby a reasonable period must be given for us to remedy the breach, and we remain in breach of these obligations after this period. The notice of default must contain the most complete and detailed description of the breach possible, allowing us to respond adequately.
- 11.6** A claim for compensation cannot be considered unless written notice of the loss has been given to us as soon as possible after it occurs. Any claim for compensation against us lapses by the mere laps of time of 12 months after the damage has manifested itself.

- 11.7** Any right to compensation becomes void in any case if the customer has neglected to take measures to limit the damage immediately after it occurs; or prevent any other or further damage.
- 11.8** Our liability shall also be excluded in the event of force majeure as stipulated in article 5.3. above.

## Article 12. **Miscellaneous**

- 12.1** The information that we provide to each other in relation to any agreement is in principle confidential and secret. Parties may not release such information to third parties or use it for purposes other than the purpose for which it is released. Should it be necessary to pass on such information to other persons, the parties shall ensure that a similar obligation to maintain secrecy is also imposed upon such other persons. The obligations from secrecy continue in effect after the termination of an agreement.
- 12.2** We are entitled to assign any agreement or any of the rights or obligations thereunder to our affiliates or our subsidiaries without the prior written consent of the customer. The customer may not assign an agreement or any of the rights or obligations thereunder without our prior written consent.
- 12.3** If any provision in an agreement between us and the customer is completely or partially void, voidable or conflicts with any law, it is deemed to be isolated and not applicable. In such a case we and the customer will consult with each other in order to replace the provision in question by a provision with a similar purpose that is not completely or partially void, voidable or in conflict with any law. The other provisions in that agreement remain in full force.

## Article 13. **Jurisdiction and applicable law**

- 13.1** We agree with the customer to use all available means, before taking any legal action, to seek an amicable solution.
- 13.2** In the absence of this, our relationship is governed by and shall be construed in accordance with the laws of the republic of Ireland. All disputes arising out of or in connection with our relationship shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English. The seat of arbitration shall be Dublin, Ireland. The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Rules shall apply, provided the amount in dispute does not exceed EUR€ 50,000.00 at the time of the communication referred to in Article 1(3) of the Expedited Procedure Rules.

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