

General Terms and Conditions Jo Dupré B.V.B.A
--

1. These General Terms and Conditions apply to all orders from and agreements entered into with Jo Dupré (hereinafter 'Vendor'). By ordering from or entering into an agreement with the Vendor, the Customer is deemed to accept these General Terms and Conditions. Deviations from these terms and conditions, even if mentioned on documents from the Customer, shall only be considered valid following the express written agreement of the Vendor. Even in such an eventuality, the remaining stipulations of the General Terms and Conditions shall remain valid and in force.
2. Orders are only deemed valid upon the written confirmation of the Vendor. Any addition or change to an order that has been placed must first be confirmed by the Vendor in writing before being considered valid.
3. If the Customer cancels an order, the Vendor has the right to claim compensation in accordance with the incurred damage, this being at least equal to 10% of the agreed price, with the understanding that the advance paid by the Customer will be deducted from the to be claimed compensation amount.
4. Quotes provided to the Customer by the Vendor are merely for information purposes and the prices mentioned in such quotes are in no way binding.
5. Any delivery or shipment of goods is at the risk of the Customer. In the event of a delayed delivery or shipment, missing units or damage, the Customer must, before taking receipt of the delivery or shipment, make its objections with the transporter, who is solely responsible.
6. All invoices are payable in Olen. Save for express derogation by the Vendor, all invoices must be paid in full within 30 calendar days following the invoice date.
7. In the case of non-payment of an invoice, any outstanding amount shall be immediately and automatically claimable by the Vendor on the due date. Any delay in the payment of an invoice shall automatically and without notice invoke the obligation to pay interest to the Vendor every month at a rate of 2% of the due amount of all outstanding invoice amounts not paid on or before their due date. Furthermore, a compensation shall be payable by the Customer to the Vendor, automatically and without notice, at a rate of 10% of the invoiced amount or a minimum of €100.00 (one hundred euro) if 10% of the invoiced amount is not equal to €100.00 or more. The period during which the aforementioned interest is due begins on the invoice's due date and ends on the date that the payment has been effectively received by the Vendor.

All costs of collection or legal services with respect to accepted or unaccepted bills, postage receipts and other such costs are for the Customer's account.

8. The legal ownership of the supplied goods shall only be transferred to the Customer at the moment that the full invoice amount has been paid, as well as any applicable interest and any ancillary expenses. The explicit retention of title does not permit the Customer to cancel the order, the option to do so being the sole entitlement of the Vendor.

Consequently, in case of default of payment:

- the Vendor may claim the return of the supplied goods by registered letter with proof of receipt, and immediately have the goods removed, without any further formalities or legal action;
- the claim of the Vendor may even concern goods which the Customer has sold on to third parties who have not yet paid for them;
- the Vendor may, with priority, demand the moneys that were paid in exchange for the unlawfully (see below) sold, as yet unpaid for goods.

Furthermore, the Customer does not have the right to sell the supplied but unpaid goods on to third parties.

However, the Customer, although in this case not the legal owner of the goods, shall be the sole custodian of the goods as of the moment of the effective delivery and this with respect to both the Vendor and third parties. The Customer bears sole responsibility for the goods,

among other obligations, and shall take out insurance against all risks, the Vendor thus being indemnified of these risks. The Customer may not therefore invoke suspension or delay of the full payment of the supplied goods at the agreed price due to loss, damage, fire, explosion or, in general, any other cause or reason.

9. The Vendor reserves the right to suspend or dissolve all open orders in the event of non-payment or any other infringement by the Customer upon these General Terms and Conditions.
10. These General Terms and Conditions are governed by Belgian law. Any disputes that may arise shall be resolved under the jurisdiction of the law courts of Turnhout.
11. Delivery dates are provided for information purposes only and are not binding for the Vendor. The Customer cannot cancel the contract due to the mere expiration of the delivery date, nor can the Customer reject the goods or demand any kind of damages or interest. Where applicable, cancellation of the contract is only possible after prior notice has been given by registered letter in which a latest reasonable delivery date is mentioned.
12. The delivery date shall in any case be extended should unforeseen circumstances arise that are beyond the control of the Vendor, e.g., company interferences, delays in transportation, general delays in the delivery of the raw materials insofar as this has a direct influence on the completion or delivery of the order.
13. Any objections or complaints surrounding the delivered goods or the invoice must be made in writing within eight days of receiving the goods or invoice in order to be valid. The Vendor does not accept the return of the goods without prior agreement.
14. If the Customer does not comply with the obligations mentioned in these General Terms and Conditions or any other contract with the Vendor, all obligations of the Vendor shall automatically be suspended until the moment that the Customer has met their obligations. Furthermore, the Vendor may, in the event that the Customer does not meet its obligations within two weeks of a breach of contract, terminate the contract by registered letter without compromising its right to claim compensation for damages. In addition to this, all outstanding amounts, as well as all outstanding bills and cost recovery charges, shall be immediately payable to the Vendor.