

1. Convention

Unless otherwise stipulated in writing, these general terms and conditions of sale (the “**General Terms and Conditions**”) apply fully to all offers, orders, and agreements handled by the SA Trelleborg Sealing Solutions Belgium (the « **Company** ») in its relationship with its clients (the “**Buyer** ”), (together the “**Parties**”). Any deviating conditions, including those drafted or applied by the Buyer, are herewith expressly excluded and do not apply (even if they are the latest version). If the General Terms and Conditions conflict with any specific conditions (including conditions for delivery or payment) agreed upon by the Parties in writing, the specific conditions prevail over the General Terms and Conditions.

2. Acceptance of orders

The offers made by the Company (or its representatives) or the orders placed by the Buyer only bind the Company if the Company confirms them in writing.

3. Price

All products are invoiced at the price that applies at the delivery date unless otherwise agreed upon in writing by the Company. All prices are expressed in Euros and exclude value-added tax (“**VAT**”) and also exclude transportation costs.

4. Transport

Delivery of the products occurs Ex Works (EXW) (shops of the Company) (Incoterms® 2010). The Buyer, in any event, bears the risk of sustaining any damage and/or loss pertaining to the products to be delivered during transport, regardless of whether the products will be picked up by the Buyer or whether the Parties expressly agree accordingly in writing that the Company will organize the transport for the delivery of the ordered products.

5. Transfer of ownership

5.1. The transfer of the ownership of the ordered products occurs only at the time when full payment of all invoices relating to them has been made by the Buyer, including the payment of VAT and any additional costs (such as interest, penalty, etc.), without prejudice to what is stated about the burden of risk in article 4 above..

5.2. The Buyer is strictly prohibited from using the delivered products as means of payment, from pawning them, or from attaching any security right to them before the ownership of them is effectively transferred to it. The Buyer undertakes to inform the Company directly, by registered post, if any third party has attached a garnishment to the delivered products.

6. Payment

6.1. The invoices must be paid within 30 days from the date of the invoice (due date) into the bank account indicated on the invoice.

6.2. The Buyer pays the full amount due as indicated on the invoice without any set-off, deduction, or discount being allowed to be deducted from it.

6.3. A dispute regarding an invoice may be validly registered only if the dispute is expressed by registered letter within three days after having received the invoice. After this three-day term, any dispute of the invoice will be seen as not having been formulated and the Buyer will be prevented from relying on it.

6.4. If the invoice is not paid timely on its due date, the Buyer is automatically, and without prior notice of default, liable to pay an interest of 12% per year (or at the maximum statutory interest rate, if it is lower) for late payment, calculated from the due date of the invoice and on the outstanding invoice or sums due, to be increased by an irreducible lump sum indemnity of 15%, with a minimum of €20, in accordance with Articles 1152 and 1229 of the Belgian Civil Code.

6.5. Any late payment of an invoice by the Buyer may, without prior notice of default, lead to the suspension of any delivery of products until the Buyer makes full payment of any outstanding invoice amount.

7. Delivery time

7.1. Unless otherwise stipulated in writing, the delivery dates refer to delivery in the shops.

7.2. Delivery times indicated by the Company are indicative and can be extended or modified without giving any prior information to the Buyer. The delivery times do not constitute an essential element of the agreement concluded between the Buyer and the Company. Late delivery is no failure of the Company and, consequently, cannot lead to any allocation of damages or any refusal or cancellation of an order.

7.3. If the delivery is delayed because of the Buyer, the risks are considered to be transferred to the Buyer from the contractually indicated delivery date. The costs relating to the delay in the delivery of the products will be borne by the Buyer, without prejudice to the right of the Company to adapt the price or to consider the contract automatically terminated without prior notice.

8. Quantity

If delivery of products takes manufactured place according to the drawings and/or the specifications of the Buyer, the Company is allowed to deliver a quantity of the product that can vary by up to 10% (either more or less) from the ordered quantity without that any compensation in any form can be sought by the Buyer.

9. Specifications

9.1. All information about the Company's products that are published in the catalogues, announcements, and advertisements are communicated as purely indicative and approximate, and they may be modified at any time without prior notice from the Company.

9.2. The plans and specifications set by the Company remain its property, as well as its right of reproduction. No excerpt or copy of them will be made or transmitted or communicated by the Buyer to any third person without the prior written consent of the Company.

10. Claims

10.1. Any claim with regard to visible defects, visible non-compliance, and/or incomplete delivery of the products by the Company must be immediately notified in writing by the Buyer at the time of delivery of the products, under penalty of elapse of the right to dispute any defect or non-compliance or incomplete delivery. The Buyer must submit this notification on the transport document that it must sign as its acknowledgment of receipt of the products. Any reservation that the Buyer has and that is indicated in or submitted with the document of transport must be confirmed in writing by the Buyer within eight days after it has received the products, and in default thereof this reservation will be considered as void.

10.2. Any claim regarding hidden defects must be sent by registered post to the Company within the week after the discovery of the defect, and no later than three months after delivery, under penalty of elapse of the right to dispute the hidden defects. The Company is not liable for any hidden defects that the Buyer has not notified to it.

10.3. In the event of non-compliance of the products, visible defects, or hidden defects, the contractual liability of the Company is limited to the replacement of the defective product(s) with a complying and non-defective product, regardless of the nature or consequences of the defect.

10.4. The Company may never be held liable for any other damage suffered by the Buyer than for the replacement of the product (i.e., the Company will not be liable for, for instance and not exhaustively, the costs arising from the replacement, the loss of Buyer's turnover, the limitation of production, the Buyer's administrative costs and the cost of its staff, the increase in general costs, any loss of anticipated profit, the loss of clients, or any claim brought by a third party.)

11. Liability

The Company may never be held liable towards the Buyer (or any third party) for the use that the Buyer or any third party made of the delivered products, in combination or not with other products, or for the consequences arising from such use (such as injury, accidents, or damage caused to movable or immovable property).

12. Warranty

The Buyer indemnifies the Company (as well as any company under the same group and their respective managers, board members, and members of staff) and holds the Company harmless for any claim brought by a third party and concerning the delivered products or their use.

13. Force majeure

13.1. Circumstances that are independent of the will of the Company, such as strikes, lock-out, demonstrations, political troubles, fire, water damage, war, natural disasters, etc., that prevent the Company from performing the contract rightfully give rise to an automatic suspension of its obligations under the contract and gives the right to the Company to terminate the full contract or part of it without paying the Buyer any compensation as a result of such termination.

13.2. In addition, the Company reserves its right to eventually terminate the order or the contract if the Buyer's situation changes, such as a death, interdiction, collocation, or any other restriction of its capacity, insolvency, request for debt restructuring with its creditors, bankruptcy, notification of protests, dissolution, or change in control of the company.

14. Miscellaneous

If any clause under these General Terms and Conditions or a contract or an order to which these General Terms and Conditions apply becomes void or without an object for it to serve its purpose, the remaining clauses of these General Terms and Conditions or of the contract or order remains valid and in force. If this occurs, the parties agree that they will negotiate in good faith to have the void clause or clause with no object replaced by a new clause whose legal effect will be as close as possible to the void clause or clause without an object.

15. Jurisdiction and applicable law

15.1. The courts of Nivelles have exclusive jurisdiction to rule on disputes arising from or relating to these General Terms and Conditions, the offers, contracts, or orders to which these General Terms and Conditions apply.

15.2. These General Terms and Conditions, all offers, all contracts, and all orders to which these General Terms and Conditions apply are governed by the laws of Belgium and the United Nations Convention on Contracts for the International Sale of Goods (C.I.S.G.).