

## SALES CONDITIONS

### Sales Conditions E-MAX ALUMINIUM PROFIELEN NV (hereinafter: EMAX)

1. Unless otherwise agreed EMAX is only bound to its own offer and/or order confirmation and these conditions, expressly excluding the client's own contractual conditions.
2. Matrices and other instruments produced at the client's request remain in all circumstances the property of EMAX. EMAX remains the exclusive owner of all intellectual property rights bound to the goods and services provided to the client by EMAX. The client guarantees to EMAX that the details provided by the client do not infringe any intellectual property rights of third parties.
3. EMAX is not an engineering office. All of the studies carried out and recommendations made by EMAX are meant for information purposes only and are not in any way binding to EMAX.
4. All stated delivery times are to be used for information purposes only. The delivery of goods will take place ex works from the EMAX establishment in Dilsen-Stokkem (Belgium). Deliveries above 500 kg will be delivered to the client's establishment free of charge. Delivery will always be in accordance with EN standards and the tolerances provided therein. Late delivery will not give rise to any compensation for damages by EMAX to the client, except in case of a culpable, grave, deliberate or fraudulent fault by EMAX.
5. EMAX has only an obligation of means for the provision of services. It is the client's responsibility to provide proof that EMAX did not take the necessary care which could be expected when providing services.
6. All agreements are concluded on the basis of the prices in force at the time. If after the offer or the agreement, there are circumstances, foreseeable or otherwise, which lead to an increase in the factors that determine the cost price, such as (this list is non-exhaustive) currency fluctuations, or an increase in the prices of materials, or the prices of auxiliary materials and raw materials, or in the wages, salaries, social security charges, government imposed costs, (environmental) levies and taxes, transport costs, import and export duties or insurance premiums, such increase in prices may be passed on by EMAX to the customer, without this conferring any right on the customer to terminate the present agreement. In case such a unilateral increase is rendered impossible by mandatory regulations, EMAX shall have the right to terminate the agreement with immediate effect and without being liable to pay any compensation, by means of a simple letter delivered by registered mail or by e-mail.
7. All invoices are payable 30 days after the invoice date. Payment needs to be made to the registered office of the EMAX establishment concerned in Dilsen-Stokkem (Belgium). The goods remain exclusive property of EMAX as long as they remain unpaid. From their due date all unpaid invoices will be increased, by law and without formal notice, by the base interest rate with an additional 7 percentage points and rounded up to the nearest half a percentage point (art. 5. Act 02/08/2002). In addition, all unpaid invoices will be increased, by law and without formal notice, by a fixed interest rate for compensation set at 10% of the outstanding amount on the invoice, except when the actual collection charges – including the costs for legal aid – are higher (art. 6. Act 02/08/2002).
8. The delivered goods shall remain the exclusive property of EMAX until payment of the principal amount and the accessory amounts (wherever applicable). If the goods are resold, EMAX reserves the right to claim the amount equivalent to the value of the resold goods. The retention of title shall be transferred on the basis of the resale price. The customer shall bear all risks, including cases of force majeure and destruction, as well as the storage costs, after delivery of the goods has been completed. The goods may be recovered in case any of the amounts payable are not paid by the due date.
9. EMAX needs to be informed in writing by the client of any complaints relating to invoices within 8 days following the invoice date. Goods containing visible defects for which no comments were made by the client at the point of delivery will be considered to have been accepted. EMAX must be informed in writing by the client of all complaints concerning non-visible defects immediately on discovery and no later than 6 months following delivery.
10. Irrespective of its right to compensation for damages. EMAX is entitled to postpone the agreement by law. If and insofar as the customer fails to comply with a notice of default issued to it by Emax within a period of 14 days, Emax shall, without prejudice to its other rights, have the right to dissolve the agreement by merely sending a registered letter to that effect.
11. The liability of EMAX shall always be limited to that mandated by law in the given factual circumstances and shall otherwise be limited to its gross negligence or deliberate/intentional fault and shall in any case be limited to the lowest of the following amounts: (1) the invoice amount in question, or (2) the amount paid out under the insurance of Emax, and shall in no event imply indirect or consequential damages. No liability and/or obligation shall be accepted in respect of damage arising as a direct or indirect consequence of force majeure and/or unforeseen circumstances. Force majeure and unforeseen circumstances shall be understood to include (this list is purely illustrative) production interruptions, supply problems, shortages of raw materials, labour, energy and transport, or delays in transport, currency fluctuations, increases in prices of materials, prices of auxiliary materials and raw materials, wages, salaries, social security charges, governmental charges, levies and taxes, transport costs, import and export duties or insurance premiums, occurring between the order confirmation and the delivery, floating ice, special weather conditions, strikes, lock-outs, work interruptions or other collective labour disputes, mobilisation, war, illness, accidents, communication and computer failures, government measures, and export bans, which affect EMAX itself or its suppliers.
12. If one or more of these general terms and conditions should be declared definitively unenforceable or null and void, this shall not affect the applicability of the remaining provisions. In case of nullity or unenforceability of any of the provisions, EMAX and the customer shall, insofar as possible and according to their good faith and conviction, negotiate to replace the void provision by an equivalent provision that complies with the general spirit of these general terms and conditions
13. This transaction is governed by Belgian law, to the exclusion of the Vienna Sales Convention. In the event of a dispute the courts of law of Tongeren (Belgium) have exclusive jurisdiction with the understanding that EMAX is entitled to pursue the dispute through the courts of law where the client's registered office is established or where the client resides.