

## **General terms and conditions**

### Article 1

Notwithstanding any stipulations to the contrary, the legal relationship between the parties is only governed by the present general terms. The customer declares to have acknowledged present terms and conditions, with the express exclusion of the customer's own contractual terms and conditions.

### Article 2

Orders under 50,- € (net) are not accepted. For export the minimum is 125,- €.

In the event the customer cancels an order, the stipulations provided in article 11 of the present general terms shall be fully applicable.

### Article 3

All quotations are non-binding. All prices stated are net prices, excluding all taxes and charges. Grafityp shall promptly inform the customer of all price changes that involve an increase of more than 5% of the price in the period between the order and the delivery of the goods. The parties start negotiations within 10 days after receipt of this notification in order to agree on a new price.

### Article 4

The delivery of goods is always ex-works Houthalen (Belgium). Provided that it is requested, Grafityp will choose the transportation method at its own discretion. Transportation of goods is always at the customer's risk and costs.

### Article 5

All delivery times mentioned are provided for informative purposes only. With the exception of proven bad faith/serious misconduct by Grafityp, late deliveries can never justify the cancellation of an order or the dissolution of the agreement, nor can it entitle the customer to claim any damages.

### Article 6

Any complaints regarding the delivered goods and complaints regarding the supply of the goods and services or the execution of works are only admissible if they are made by means of a registered letter within 10 days of receipt of the goods. These complaints do not suspend the customer's obligation of payment.

### Article 7

Grafityp guarantees the integrity of the goods and/or services for a period of 12 months from the date of delivery. If Grafityp act as an intermediary, the guarantee on the goods supplied by Grafityp is restricted to the guarantee given by the supplier or the manufacturer of these goods. In case of a faulty delivery, proven by the customer, Grafityp shall, at its own discretion, either replace the defective goods/services or credit the amount of the corresponding invoice. Grafityp's guaranty obligations are strictly limited to the above-mentioned.

Grafityp shall never be held responsible for more than the invoiced amount, regardless of the actual damage suffered by the customer. Every claim for damages shall be filed by the customer, using the complaint form that has been compiled by Grafityp. It will include the batch number and all other information requested. The request is considered inadmissible if this information is missing.

## Article 8

The customer always needs to apply for an RMA number before returning goods to Graftyp. Goods returned without an RMA number, or goods that are not in their original packaging, are not accepted. All costs for returning the goods are at the expense of the customer.

## Article 9

Unless stated otherwise on the invoice, all invoices are payable in cash upon receipt. Payment must be made to Graftyp's registered office in Houthalen (Belgium). Any contestation of an invoice and/or of the present general terms is only admissible if it is described in a registered letter, sent within 8 days after receipt of the invoice and accompanied by a detailed statement of reasons. **All delivered goods remain Graftyp's sole property 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 percentage point (article 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 compensations set at 10% of the outstanding amount of the invoice, except when the actual collection charges – including the costs for legal aid – are higher (article 6, Act 02/08/2002). The deliverance of a bill of exchange, with the purpose of settling the outstanding amount, shall in no case constitute novation. Any cost arising from the acceptance of the bills of exchange shall be borne by the customer. Cheques and bills of exchange are only accepted as payment after their repayment.

If one invoice remains unpaid on the due date, all other invoices, even if they are not yet due, shall be due and payable immediately and by default.

## Article 10

Upon failure to make payment on the due date, Graftyp has the right to suspend the execution of all their obligations without notice.

In case of a serious breach of its contractual obligations by one party, the other party shall, by means of a registered letter, give the other party notice of default, in order to, as the case may be, put an end to the infringement within 14 days of the notice of default. If the faulty party fails to make an end to the contractual breach or if it does not restore the situation within this period, the other party may dissolve the agreement without recourse to the court.

## Article 11

In the event the agreement is terminated prematurely, for any reason whatsoever, the possible advance payments to Graftyp will be retained to cover costs and loss of profit. In any case, Graftyp is entitled to a compensation amounting to 15% of the agreed price (with a minimum of 125,- €), which would have been payable by the customer.

## Article 12

The present agreement is governed by the laws of Belgium. In the event of a dispute, the courts of law of Hasselt (Belgium) have exclusive jurisdiction, with the understanding that Graftyp is entitled to pursue the dispute through the courts of law where the customer's registered office is established or where the customer resides.