

DESOTEC
General terms

GENERAL TERMS AND CONDITIONS

- 1) These general terms and conditions apply in full, without any limitation, to all sales contracts and hire agreements concluded by DESOTEC NV, hereinafter referred to as Desotec, and to all quotations provided by Desotec. These general terms and conditions, along with the content of Desotec's specific conditions and the content of the contract, govern the legal relationship between Desotec and the customer. Deviations from these general terms and conditions are only possible where explicitly agreed in writing in advance between Desotec and the customer. By placing an order or entering into a sales contract or hire agreement with Desotec, the customer accepts these general terms and conditions and explicitly and irrevocably waives any of his own general or other terms and conditions, whenever and in whatever form they may have been communicated.
- 2) The customer cannot regard the provision of catalogues, price lists or a price budget as an offer. Desotec may amend the terms and conditions stated in the aforementioned catalogues, price lists etc. at any time without prior notice.
- 3) All prices are calculated 'ex warehouse' in Roeselare. Transport costs, storage costs, insurance costs etc. are not included unless explicitly stated.
- 4) All orders confirmed by Desotec will in principle be carried out at the agreed price. However, Desotec retains the right, in the event of an increase in the price of the goods that Desotec purchases from third parties, to adapt the price agreed with the customer on a proportional basis.
- 5) Desotec retains the right to carry out and invoice each order in part.
- 6) The delivery periods and/or delivery dates are provided solely for information purposes. They are therefore purely indicative and do not have a binding effect on Desotec. Any delays in delivery or the performance of work do not entitle the customer to terminate the contract nor to any form of compensation.
- 7) Goods always travel at the customer's risk, even if the transport is paid for by Desotec. The risk of loss, damage or destruction of goods passes to the customer at the time the goods leave Desotec's buildings.
- 8) If a representative of the customer is not present at the agreed delivery address and time, and it is therefore impossible to deliver the purchased or hired goods, the customer will also be invoiced the costs of a second delivery, which will be payable on the date that the main sum falls due.
- 9) In the case of sale, the purchased goods remain the exclusive property of Desotec until the customer has paid the agreed sales price in full. In the event of failure to pay the agreed sales price by the due date, Desotec, if payment is still outstanding after giving notice of default, may consider the sales agreement terminated by means of a unilateral, written termination statement and without the need for judicial intervention. Desotec also retains the right to compensation for any resulting loss. In this case, the customer is obliged to return the goods upon request. If it fails to do so within a period of 48 hours, Desotec may recover the goods by law. In the above-mentioned case, Desotec also retains the right to compensation for any losses it incurs. The present clause constitutes express grounds for termination.
- 10) Complaints regarding non-conformity (i.e. deficiencies and damage) and/or visible defects of the goods supplied by Desotec must be submitted to Desotec in writing no later than three working days after delivery (in the case of sale) or after acceptance (in the case of hire) along with a detailed list of the non-conformity or non-conformities and/or visible fault(s) identified. If Desotec does not receive a complaint within the above-mentioned period, the customer will be considered to have received and accepted the purchased or hired good in good condition and with all accessories, and all claims or entitlement to a refund will lapse. If the customer identifies a non-conformity or visible faults, the customer must not under any circumstances put the goods into use. In the case of sale the customer, in the event of a partially non-conforming or deficient delivery, will only return the allegedly faulty or non-conforming goods and under no circumstances the entire order.

11) Complaints regarding hidden defects of Desotec's goods must be received by Desotec by registered letter and accompanied by a clear description within a period of eight calendar days after the customer has discovered these defects or should reasonably have discovered them and in any event within a period of three months after the date of delivery of the materials in question. The customer carries the burden of proof in relation to his complaint.

12) The customer is obliged to regularly check the quality of the hired goods. If any faults are discovered, the customer must stop all use of the goods. If Desotec identifies any damage or deficiencies on the return of hired goods, it will notify the customer in writing following return.

13) Upon accepting the goods, the customer is obliged to pay the price. The amount owed to Desotec becomes payable on the invoice due date. Any protests against Desotec's invoices must be received by Desotec by registered letter within eight calendar days after the invoice date.

14) All payments must be made in cash, unless stipulated otherwise, in Roeselare. If the invoice has not been paid by the due date the customer will owe late payment interests, by operation of law and without prior notice of default, of ten (10) percent per year on the outstanding amount from the day after the due date until payment is made in full. If the period of non-payment is shorter than one (1) year, this interest will be calculated on a pro rata basis. Furthermore, in the aforementioned case the customer will immediately and without prior notice of default owe flat-rate compensation of ten (10) percent of the outstanding amount subject to a minimum of one hundred and twenty five (125) EUR, even if a grace period is granted, and without prejudice to Desotec's right to claim higher compensation. The expenses associated with unpaid bills and bounced cheques as well as any other special collection costs will be charged as an additional fee. Notwithstanding previously permitted methods of payment, in the event of failure to pay any of Desotec's invoices within the stipulated period all outstanding amounts owed to Desotec by the customer in default will become immediately due and payable. Desotec retains the right to cease all further deliveries, hiring and/or other services to the customer in the event of failure to pay by the due date.

15) Desotec filters may only be filled with activated charcoal or other Desotec adsorption products.

16) Desotec sells or hires the goods in the condition in which they are found. Desotec cannot be held liable in any way for any losses or damage suffered by the customer or by a third party resulting directly from goods it has sold or hired. Desotec is under no circumstances liable for any claims by third parties (including the government) against the customer on the grounds of failure to comply with statutory provisions, including but not limited to legislation in respect of the environment, spatial planning and safety. As Desotec's goods are always merely part of a broader process, Desotec is under no circumstances liable for the results of the process for which the customer uses the goods, for capacity abnormalities, safety devices, leakages, absence of permits, emissions or residues.

Desotec can never be held liable for damage or losses caused by goods it has supplied, if these goods are put into operation by its resellers or on the advice of its resellers by any other third party. The customer will indemnify Desotec against all claims from third parties relating to the use of goods hired or sold by Desotec.

If and in so far as Desotec, with due observance of the foregoing, should nevertheless be held liable for compensation of any damage or losses, this liability will in all cases be limited to an amount equal to the net invoice amount of the goods sold. In any event, Desotec may never be held liable in the event of either sale or hire for any amount that exceeds the cover provided by Desotec's liability insurance.

17) In the case of force majeure, Desotec's obligations towards the customer will be suspended for the duration of the force majeure situation and Desotec is not liable for any damage or losses resulting from force majeure. All circumstances that can reasonably be considered to be outside of Desotec's control, including but not limited to fire, explosions, power interruptions, earthquake, strikes, interruption in the supply of materials, raw materials and auxiliary materials, flood, exceptional weather conditions, natural disasters, war, terrorism and cyber terrorism, riots, occupation, government measures, will be regarded as cases of force majeure.

18) The customer explicitly acknowledges that Desotec (or its suppliers where applicable) is/are and remain the owner of any intellectual property rights, including but not limited to trademark rights, copyright, design rights and patents, relating to filters or other Desotec goods, including the plans and manuals for the filters or goods. The use of purchased or hired filters or goods does not give rise to any right, entitlement or title in respect of Desotec's intellectual property rights. The customer undertakes not to infringe any of Desotec's intellectual property rights nor to carry out any other acts that could affect or have a negative impact on these intellectual property rights or their value. In this regard, the customer is not permitted to open Desotec's filters without Desotec's explicit written consent and/or to dismantle the filters with a view to copying them. The customer will notify Desotec immediately in writing if he becomes aware of any infringement of Desotec's intellectual property rights.

19) In the event of a discrepancy between the Dutch text of these general terms and conditions and texts in another language, the Dutch text will prevail.

20) In the event of any disputes regarding agreements with and orders from Desotec the courts of the district of Ghent, Kortrijk division, will have sole jurisdiction and Belgian law will apply.