

## GENERAL TERMS AND CONDITIONS

These general terms and conditions govern the supply of goods and services by GABLOK Belgium SRL to its Belgian and foreign customers. GABLOK Belgium SRL (hereinafter "GABLOK") is a company with its registered office at 2A, rue de l'Avenir, 4890 Thimister-Clermont, registered with the ECB under number 0792.627.283.

### Article 1 - Purpose

1.1. These general terms and conditions define, without prejudice to the application of special terms and conditions, the respective obligations of GABLOK and its customers in the context of the supply of goods and services by GABLOK. These general terms and conditions are applicable to all offers, contracts or orders addressed to GABLOK. Any deviations from or amendments to these general terms and conditions require the prior written consent of GABLOK.

1.2 By signing the order form or the offer of goods or services from GABLOK, or by accepting the order confirmation sent by GABLOK, the customer expressly acknowledges having read these general terms and conditions and accepts them without reservation.

1.3 GABLOK reserves the right to modify its general terms and conditions at any time, the new general terms and conditions applying to any offer, contract or order made after the entry into force of such modification.

1.4 In the event of contradictions between the general terms and conditions of GABLOK and those of its customers, it is agreed that the present general terms and conditions shall prevail. Otherwise, the provisions not expressly derogated from shall remain applicable by way of supplement, if they have been accepted by GABLOK.

### Article 2 - Validity of offers

2.1. Unless otherwise agreed in writing, GABLOK's offers shall be valid for 30 calendar days from the date of issue.

2.2 GABLOK and the customer shall only be contractually bound once the customer has signed the offer or the order form, or once the parties have signed a contract for the supply of goods or services within the period referred to in Article 2.1. Any order sent to GABLOK without having been preceded by a written offer from GABLOK shall only bind GABLOK, unless otherwise agreed, after written confirmation and signature of an offer or order form in due and proper form.

2.3 Only the characteristics of the products and services described in GABLOK's offer shall be binding on it. Any mention or image published on the [www.gablok.be](http://www.gablok.be) site is indicative. GABLOK declines all responsibility in the event that the characteristics of the products or services supplied by GABLOK differ from the characteristics described on the aforementioned site.

### Article 3 - Orders

3.1. No product or service shall be supplied by GABLOK unless an order confirmation and/or an order form and/or a signed offer has been returned to GABLOK in accordance with article 2.2 and the deposit, if any, requested by GABLOK has been paid to GABLOK. These last formalities imply acceptance of the present conditions.

3.2. Changes made by the customer to the order form or the offer issued by GABLOK shall only be valid if accepted and confirmed by GABLOK in writing.

3.3 In the event of unilateral cancellation of an order by the customer, GABLOK reserves the right to demand compensation equal to 10 percent of the total amount of the order.

3.4. Unless otherwise agreed in advance and in writing by GABLOK, any offer or order form signed by the customer shall be deemed to be concluded in its name and on its behalf and shall be invoiced to the customer in its name and on its behalf. In the absence of an express mention of invoicing in the name and on behalf of a third party in the order confirmation issued by GABLOK, GABLOK may not under any circumstances be required to invoice a third party.

Similarly, GABLOK's representatives do not have any power of representation. Any conditions or agreements negotiated by them shall not become binding until GABLOK has sent written acceptance of the order.

### Article 4 - Time limits

4.1. The deadlines set for the services or deliveries performed by GABLOK shall be defined by mutual agreement between GABLOK and the customer as from the issue of the planning permission and the validation of the plans and technical file of the project.

4.2. Delays incurred by GABLOK may not, under any circumstances, justify the cancellation of the order, the termination of the contract or a claim for damages.

4.3. If a deadline is imperative, it must be clearly specified as such on the order form. In this case only, if delivery is delayed, the customer may claim compensation, which may not exceed 10 percent of the total price of the order, provided that the delay is not attributable, in whole or in part, to the customer and/or any third party working on the site on the customer's behalf.

4.4. In all cases, and even in the case of an imperative deadline, the following circumstances release GABLOK from compliance with the deadlines set for services and/or deliveries:

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- Force majeure (including, in particular, strikes, epidemics, technical incidents, supplier delays and labour shortages) or acts of third parties;
- Non-compliance with payment terms ;
- Changes to orders decided by the customer during the course of the work ;
- Failure by the customer to provide the information requested by GABLOK in order to carry out the services and/or deliveries within the specified period.

## Article 5 - Terms of performance and acceptance

5.1. The customer undertakes to provide GABLOK with all documents necessary and useful for the execution of the order, such as, in particular, planning permission. In addition, the customer undertakes to allow GABLOK's employees and subcontractors free access to the construction site; in any event, the customer shall inform GABLOK in the event that access to the construction site does not allow the passage of a semi-trailer truck.

5.2. In the event that a delivery date is agreed with the customer or any third party acting on its behalf, such as a project manager or architect, the customer shall refrain from changing the delivery date without the prior agreement of GABLOK.

5.3. The goods and services supplied by GABLOK shall be deemed, unless otherwise agreed, to have been accepted and approved by the customer if the customer has not made any written observations as to their conformity by registered letter within 48 hours of delivery.

5.4. If the customer fails to take delivery at the time of delivery, GABLOK reserves the right to demand performance of the contract, without prejudice to any damages, or to consider the contract terminated by operation of law, without the need for legal proceedings. In this case, the customer shall owe GABLOK, within 8 days after notification of such termination, a lump-sum compensation of 50 percent of the agreed price for non-performance, without GABLOK having to justify this amount, and without prejudice to GABLOK's right to claim compensation for its entire loss should this prove to be greater.

## Article 6 - Prices

6.1. Prices are quoted in Euros.

6.2. The prices in force are inclusive of all taxes. Once the order has been validated or the contract concluded, GABLOK's prices are in principle not subject to revision, but GABLOK nevertheless reserves the right to pass on any changes in the VAT rate that may occur before the delivery date. GABLOK also reserves the right to postpone any new tax and/or rate increase.

Similarly, GABLOK reserves the right to index its prices on the basis of the reference index of producer prices in the construction sector on the basis of the following formula :

$$P2 = (0.2 \times P1) + (P1 \times i2 / i0),$$

In which :

P2 = indexed price;

P1 = price applicable before indexation;

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i0 = index for the month preceding the month in which the general terms and conditions come into force (construction sector) ;

i2 = index for the month preceding indexation.

6.3. The prices mentioned in GABLOK's price lists are of a purely indicative nature and are in no way binding on GABLOK. Only the definitive price mentioned in the offer or the order form or the invoice shall be valid.

6.4. The prices fixed for the services are established in consideration of normal work, not subject to any interruption/modification due to the customer. In the latter case, prices may be adjusted.

6.5. Unless otherwise agreed, the agreed prices include transport costs. If GABLOK was not responsible for the transport or its organisation, the customer shall be obliged to organise and carry out the transport(s) himself at his own expense and under his own responsibility.

## Article 7 - Payment terms

7.1. Unless otherwise stipulated in writing, GABLOK's invoices are payable in cash and without discount. The customer shall pay for all orders in accordance with the terms and conditions set forth in the invoice issued by GABLOK.

7.2. GABLOK shall be entitled to require the Customer to pay a deposit, which shall be a condition for the supply of goods and services by GABLOK in accordance with Article 3.1. The payment instalments are organised as follows 25% on signature of the order; 25% on issue of the validation plans by Gablok; 25% on entry into production and 25% on the day of delivery (if the delivery involves several lorries, payment is due from the first lorry).

7.3. In the event of non-performance by the customer of any of its obligations and in particular in the event of non-payment of a due date for any reason whatsoever, GABLOK reserves the right to automatically suspend, without formal notice or compensation, the performance of the contract and, consequently, the supply of the agreed goods and services.

7.4. Any invoice not contested by registered letter within 8 days of being sent shall be deemed to have been accepted by the customer.

7.5. Any request from the customer concerning a modification to the work carried out or an order complementary to the work carried out does not authorise the customer to suspend payment for the work completed.

## Article 8 - Interest for late payment, penalty clause and costs

8.1. Any invoice not paid on the due date will, ipso jure and without prior notice, bear conventional late payment interest of 1.5 per cent per month started, with a minimum rate in line with that provided for in Article 5 of the Law of 2 August 2002 on late payment in commercial transactions.

8.2. In addition, any invoice not paid on the due date will be subject, ipso jure and without formal notice, to a conventional, fixed and irreducible penalty of 15% of the amount still unpaid, with a minimum of €250 per unpaid invoice.

8.3. Furthermore, in the event of non-payment of invoices that have fallen due, the sums due will be increased by €7.50 by way of administrative costs per reminder sent.

8.4. In the event that proceedings are instituted as a result of a contractual fault on the part of the customer, in particular in the event of non-payment of an invoice when due, GABLOK reserves the right to claim the defence costs (lawyer's fees, expert's fees, etc.) incurred (which form an integral part of its damages), without prejudice to the application of the contractual indemnity set out above.

8.5. Failure to pay an invoice by the due date shall render all sums due immediately payable, regardless of any payment facilities previously granted.

8.6. GABLOK further reserves the right to claim from the customer any costs incurred by the delay in delivery attributable to the customer or to a third party acting on its behalf, such as storage costs for the products sold (without prejudice to GABLOK's right to demand payment of an advance of 50 percent of the invoice for the balance of the order).

## **Article 9 - Complaints**

9.1. Any complaint and/or dispute by the private or professional customer with regard to the service and/or product supplied must be made, on pain of nullity, by registered letter within the period referred to in article 5.3.

9.2 Any complaint relating to an invoice must, on pain of nullity, reach GABLOK by registered letter within the period referred to in Article 7.4.

9.3. The lodging of a complaint in no way releases the customer from his payment obligations.

## **Article 10 - Guarantee**

10.1. The products and services provided by GABLOK shall be deemed to have been approved by the customer within the period set forth in Article 5.3, unless the customer notifies GABLOK of a specific and detailed complaint by registered letter before the expiry of said period.

10.2. Approval of the products will cover all apparent defects and lack of conformity, i.e. all those which it was possible for the Customer to detect at the time of delivery or within the period set out in Article 5.3.

10.3 GABLOK guarantees the services and products supplied against hidden defects for a period of 12 months from delivery. This warranty is subject to the following conditions. In order to invoke the benefit of the warranty, the customer must notify GABLOK of any claim relating to hidden defects by registered

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letter as soon as they appear and, at the latest, within 30 calendar days following discovery of the defect. In addition, the defect must render the service or product unfit for the use for which it was intended.

10.4 In all cases, GABLOK is only obliged to provide an equivalent and compliant service or to replace the non-compliant product, to the exclusion of any compensation for any reason whatsoever, and in particular that relating to the costs caused by the replacement, any losses, prejudice and loss of profit relating thereto. Under no circumstances will the services provided and/or the products delivered be reimbursed.

10.5. The customer acting for non-professional purposes benefits from the legal rights under the law of 1st September 2004 relating to consumer protection in the event of the sale of consumer goods. The present commercial guarantee applies without prejudice to these rights.

## **Article 11 - Responsibilities**

11.1 GABLOK assumes no liability other than that provided for in Articles 10.1 to 10.5, and to the extent provided for in those Articles.

11.2. Except in the case of gross negligence or wilful misconduct, GABLOK declines all liability, both towards its customers and towards third parties, in the event of direct damage to property or persons resulting from the use of the services and products provided by GABLOK, including loss of profit or any other loss resulting directly or indirectly from a defect in the service or product provided. In any event, GABLOK's liability is limited to the amount of the order or the offer of services; GABLOK's liability for consequential damages is excluded.

## **Article 12 - Force majeure**

12.1. Circumstances such as, for example, strike, fire, epidemic, supplier delays, war, supplier bankruptcy are to be considered as force majeure when they have the effect of delaying deliveries or making them very difficult. In such cases, GABLOK shall not be required to establish the unforeseeability or irresistibility of the circumstances or the impossibility of performing the contract.

12.2 GABLOK shall inform the customer as soon as possible of the occurrence of the disruptive event.

12.3 GABLOK reserves the right to extend any agreed delivery or performance period by a period equal to that during which the force majeure event lasted. Likewise, if such events jeopardize the execution of the order in accordance with the agreed terms, GABLOK reserves the right to terminate the contract without compensation.

## **Clause 13 - Termination - Termination to the detriment of the Customer**

The preceding stipulations do not contain any waiver of GABLOK's right to claim, in the event of non-payment or non-compliance by its co-contractor with its contractual obligations (or serious risk of non-compliance with its obligations), the resolution or termination of the agreement, ipso jure, with damages. This claim shall be lodged by registered letter sent to

the customer by GABLOK. Such termination may take place even before the obligations are due.

## **Article 14 - Miscellaneous provisions**

14.1 All information on GABLOK's services published on its website or any other medium is not binding on GABLOK and is provided for information purposes only. GABLOK reserves the right to modify them without prior notice.

14.2. GABLOK remains the full owner of the intellectual property rights, of any nature whatsoever, relating to the goods and services it provides, including the documentation and more generally any deliverable or product that GABLOK provides to the customer as part of the execution of the customer's order. The same applies to GABLOK's rights to its trademark or to the name of the services it provides. No right of reproduction or communication thereof is authorized without the prior consent of GABLOK; the use thereof is strictly limited to the services provided by GABLOK.

14.3. The possible nullity of one of the clauses of these general terms and conditions does not entail the total nullity of the general terms and conditions.

14.4 To the extent that the use of GABLOK's services involves the processing by GABLOK of the Customer's personal data, GABLOK will carry out such processing in accordance with the General Data Protection Regulation of 26 April 2016 and the Law of 30 July 2018 on the protection of individuals with regard to the processing of personal data. Insofar as the processing involves the personal data of third parties, the Customer undertakes that the said processing by GABLOK will be carried out in accordance with the applicable law and, insofar as necessary, with the prior consent of the person concerned.

The customer may, at any time, ask GABLOK any questions relating to the protection of personal data by contacting GABLOK at the address mentioned in the preamble to these general terms and conditions.

## **Article 15 - Applicable law and competent courts**

15.1. The general terms and conditions are governed by Belgian law.

15.2. Any dispute relating to their formation, interpretation or performance shall be submitted exclusively to the Tribunal de l'Entreprise de Liège, Liège division.