

## SOTRAD WATER General terms and Conditions of Sale

Between

SOTRAD WATER srl, having its registered office at Rue de l'Artisanat 5A 1400 Nivelles, Belgium, VAT BE 0821 845 663 (hereinafter referred to as "SOTRAD WATER")

and

all natural and legal persons who have placed an order for Goods and/or Services with SOTRAD WATER (hereinafter referred to as the "Customer").

SOTRAD WATER and the Customer are hereinafter referred jointly to as "the Parties."

### **1. GENERALITIES:**

All sales are concluded in accordance with the specific conditions stipulated in order confirmations and general terms and conditions of sale. These terms are applicable to all orders as soon as they are confirmed by SOTRAD WATER. The customer shall expressly waive all general terms and conditions of purchase. Any departure from these general terms and conditions of sale shall require the prior, express consent of SOTRAD WATER.

### **2. APPLICABLE LAW COMPETENT COURTS**

2.1. The Customer expressly acknowledges that he has read and understood all the provisions of these general terms and conditions of sale, and accepts them entirely and without reservation. These general terms and conditions of sale shall be deemed accepted and shall be fully applicable in the absence of express and immediate refusal of the Customer, or if after receiving these general terms and conditions of sale, the customer sends an order to SOTRAD WATER for one or more Goods and/or Services.

2.2. Any order of Goods and/or Services by the Customer shall be deemed to constitute an offer by the Customer to purchase goods or obtain Services subject to these general terms and conditions of sale without reservation. Any Contract shall then be subject to these general terms and conditions of sale to the exclusion of any other conditions or stipulations (including any conditions that the Customer would intend to apply by virtue of his order forms, order confirmations, specifications, general terms and conditions, or any other document).

### **3. ORDER :**

3.1. Orders are considered to be definitive from the moment confirmation is sent to the customer by SOTRAD WATER. Contracts shall be concluded in Nivelles, SOTRAD WATER's company headquarters.

SOTRAD WATER reserves the right to accept or refuse orders received, with no requirement to give any reasons.

All orders which have been confirmed by SOTRAD WATER are definitive. They cannot be cancelled or suspended after this point.

3.2. Unless otherwise stipulated, delegates, agents or representatives are not authorised to accept orders, to collect any sum of money, to issue invoices or to take back any goods for or on behalf of SOTRAD WATER.

### **4. TRANSPORTATION OF GOODS :**

4.1. All risks are transferred to the purchaser from the moment when the goods are handed over to the 1st carrier for transfer to the purchaser. The customer expressly agrees that, notwithstanding the United Nations Convention on Contracts for the International Sale of Goods, the transfer of risk shall be effective from the moment when the goods are handed over to the 1st carrier, whatever the payment terms for transport costs, and even when SOTRAD WATER organises the shipment of goods on behalf of its customer.

4.2. In the event that SOTRAD WATER organises the transport of goods on behalf of the customer, said goods will only be insured at the express re of the customer and to the value specified on the invoices. Insurance costs will be paid by the customer.

4.3. In the event of damage, delay or missing items, the customer must register any complaints or reservations within 48 hours from the point of delivery or the theoretical delivery date from the carrier. Any claim against the carrier shall also be his/her personal responsibility.

### **5. DELIVERY DATES :**

5.1. Delivery dates are given only as a guide. SOTRAD WATER undertakes to do all it can to deliver to its customer in the time indicated.

5.2. In the event of a delay in delivery of over one month, and when this is attributable to SOTRAD WATER, the customer shall be entitled to cancel his/her order one month after serving a formal demand for the delivery of the goods, sent to SOTRAD WATER by registered letter with acknowledgement of receipt which has gone unheeded.

5.3. In the event of cancellation due to a delivery delay, both the customer and SOTRAD WATER expressly waive the right to any compensation.

### **6. MAJOR FORCE :**

6.1. SOTRAD WATER may not be held liable if the execution of the contract is delayed or prevented as a result of force majeure or other reasons beyond its control, or when this is caused by the customer or a third party. Major force refers specifically to events cited by Belgian case law and the Belgian courts, but it also includes total or partial strike, earthquake, fire, storm, terrorist attack, flood, epidemic, loss or interruption of telecommunications, electricity or road networks.

6.2. The occurrence of any of these cases of force majeure shall result in the suspension of the contact.

### **7. GUARANTEES :**

7.1. SOTRAD WATER undertakes to do its best to deliver products which conform to the products shown in the catalogue or under quotation, taking into account the tolerances usually permitted for this type of product.

7.2. SOTRAD WATER reserves the right to make improvements which it considers to be in the best interests of the customer.

7.3. Lack of conformity shall only be established if the goods delivered are not fit for the purposes for which such goods are usually used.

7.4. The customer shall not be entitled to make any claim for lack of conformity, if he/she does not report it within a maximum of 48 hours from the date when the goods are actually handed over to him/her and only by registered letter with acknowledgement of receipt sent to the SOTRAD WATER company headquarters.

7.5. The customer expressly waives his/her rights under the provisions of Civil Code and shall not be entitled to claim for any latent defect more than one year from the delivery of the goods.

7.6. Any claim must be made exclusively by registered letter with acknowledgement of receipt sent to the SOTRAD WATER company headquarters within one month.

7.7 The warranty as stated in the SOTRAD WATER's General Conditions of Sale shall be in force as long as no modifications have been done to the product.

#### **8. PAYMENT – LATE PAYMENT :**

8.1. Unless agreed by SOTRAD WATER to the contrary, all payments shall be made in Belgium without any possible deduction, whether through offsetting, claim against SOTRAD WATER, discount or otherwise, except if SOTRAD WATER has agreed to the deduction in writing in advance. The banking charges will be borne by the Customer.

8.2. If the Customer fails to pay any sum due pursuant to the Contract, all the invoices issued by SOTRAD WATER and all other sums payable to SOTRAD WATER shall fall due automatically.

8.3. Any amount not paid on the date due shall accrue interest as of right without any reminder or notice, at the monthly rate of 1% calculated per day, until payment is made in full. This amount shall be increased by a flat-rate contractual indemnity equal to 0.1% of the unpaid amount, with a minimum of €250, to cover the administrative costs. The Customer shall moreover compensate SOTRAD WATER for any and all legal fees incurred to recover any amounts payable by the Customer. Without prejudice to the rights of and compensation payable to SOTRAD WATER, the latter may cancel any delivery of Goods and/or provision of Services to come in the event of non-payment.

8.4. If the Customer does not accept the delivery of Goods ready to be delivered or if SOTRAD WATER cannot deliver the Goods in due course because the Customer has not provided the appropriate instructions, documents, licences or permits (or for any other reason attributable to the Customer):

- the Goods shall be deemed to have been delivered;

- the risks relating to the Goods shall be transferred to the Customer as of the time that said Goods were ready to be delivered, and

- SOTRAD WATER could put the Goods in storage until their delivery, whereby all related expenses shall be borne exclusively by the Customer.

8.5. SOTRAD WATER can demand the return of all goods held by the customer, at the customer's expense;

8.6. SOTRAD WATER can terminate the contract entered into, with costs payable by the customer.

#### **9. LIMITATION OF LIABILITY:**

9.1. SOTRAD WATER shall be liable for proven fault.

9.2 In any case SOTRAD WATER shall only be liable for direct material damages, excluding any indirect or non-material damages, such as operating loss of turnover, loss of customers, impairment, loss of business etc.

9.3. SOTRAD WATER's maximum level of liability is limited to the amount of the price, exclusive of tax, of the goods delivered,

#### **10. RETENTION OF TITLE :**

10.1. SOTRAD WATER shall retain ownership of the goods supplied until the obligation constituting consideration is paid in full.

10.2. From delivery, the customer shall be liable for any damage, destruction or loss which might be caused to the SOTRAD WATER products which are placed under his/her care by express agreements.

#### **11. APPLICABLE LAW AND COMPETENT COURT**

11.1. These general terms and conditions of sale and any Contract for the supply of Goods or the provision of Services shall be governed by and interpreted according to Belgian law.

11.2. The parties agree that the Nivelles courts shall be competent to settle any dispute concerning these general terms and conditions of sale and/or any Contract and they shall submit irrevocably to the competence thereof. No provision of these general terms and conditions may however limit the right of SOTRAD WATER to take legal action against the Customer before any other competent court, whether or not said action is initiated in parallel with one or more other proceedings.

#### **12. CONFIDENTIALITY :**

12.1. All commercial documents and items drawn up by SOTRAD WATER such as samples, catalogues, drawings, plans or quotations remain property of SOTRAD WATER and cannot be copied or sent to a third party without SOTRAD WATER's written consent.

12.2. SOTRAD WATER undertakes to ensure the protection of the customer's personal data, while the customer retains the right to access personal data