

1. DEFINITIONS

1.1. In the present general terms and conditions (hereinafter, the "GTC"), the following terms shall have the meanings set out below:

- a. **Customer:** any natural person or legal entity who is, or comes to be, in a contractual relationship of any nature whatsoever with THE POWERSHOP.
- b. **Representation:** if the Customer is a legal entity, the representative, managing director or delegated administrator declares himself personally responsible for all obligations entered into by the Customer, as well as personally guaranteeing all amounts which the Customer owes or shall owe to THE POWERSHOP on any grounds whatsoever.
- c. **THE POWERSHOP:** THE POWERSHOP, a private limited liability company under Belgian law, having its registered office at 3118 Rotselaar, Tremelobaan 34 and registered with the Crossroads Bank for Enterprises under number 0439.633.911.
- d. **Quotation:** any written price quotation prepared by THE POWERSHOP and provided to a prospective Customer, which shall constitute a non-committal and non-binding invitation to place an Order, unless expressly and unequivocally provided otherwise in the relevant quotation.
- e. **Order:** any written instruction, order or reservation addressed by a prospective Customer to THE POWERSHOP.
- f. **Order Confirmation:** the written confirmation of an Order by THE POWERSHOP.
- g. **Agreement:** any contractual relationship between the Customer and THE POWERSHOP, which comes into existence as soon as THE POWERSHOP confirms the Order in writing or upon Commencement of performance of the Order by THE POWERSHOP, after or at the request of the Customer.
- h. **Sales Agreement:** any contractual relationship whereby THE POWERSHOP undertakes to transfer ownership of the Goods to the Customer, and whereby the Customer undertakes to pay the agreed price.
- i. **Commencement of performance:** any actual act performed by THE POWERSHOP in execution of an Order.
- j. **Force Majeure:** any circumstance that is external to and independent from the reasonable control of THE POWERSHOP and the occurrence and consequences of which could not reasonably have been foreseen by it, including, without limitation: (i) disruptions/interruption of the Website, telecommunications services and/or payment services that are external to and independent from the reasonable control of THE POWERSHOP and the occurrence and consequences of which could not reasonably have been foreseen by it; (ii) strikes, lock-outs or other labour disputes, including disputes affecting subcontractors and/or telecommunications/postal services; (iii) a material change in the legislation applicable to the products offered; (iv) the discontinuation or delay in the production of Goods by their manufacturer (where the manufacturer is not THE POWERSHOP).
- k. **Goods:** all products sold and supplied by THE POWERSHOP to the Customer, whether or not such products are to be installed or assembled.
- l. **Services:** the transport, delivery and installation services, as well as all other supporting activities offered and/or performed by THE POWERSHOP for the Customer in the context of the Agreement.
- m. **Business Days:** all days other than statutory public holidays, Sundays and Saturdays.

2. SCOPE OF APPLICATION

2.1. All Agreements concluded between the Customer and THE POWERSHOP shall be governed exclusively by the GTC of THE POWERSHOP, which the parties agree shall – without prejudice to mandatory statutory provisions – prevail over any terms and conditions of the Customer, even if such terms and conditions stipulate that they shall apply exclusively.

- 2.2. The GTC shall apply to (i) all Quotations issued by THE POWERSHOP, regardless of whether an Agreement results therefrom, and (ii) all Services performed by THE POWERSHOP in the context of the Agreement.
- 2.3. Any derogations from the present GTC shall only be valid insofar as they have been expressly accepted by THE POWERSHOP in writing and prior to the conclusion of the Agreement.
- 2.4. These GTC shall apply to all Quotations issued by and Sales Agreements concluded with THE POWERSHOP. They shall be communicated to the Customer together with the Quotation and shall also be made available upon first request.
- 2.5. By accepting the Quotation, placing an Order or upon Commencement of performance, the Customer acknowledges that he has had the opportunity to review these GTC prior to the conclusion of the Agreement and accepts their application.

3. COMMENCEMENT AND CANCELLATION OF THE AGREEMENT

- 3.1. An Agreement shall only come into existence following (i) written confirmation by THE POWERSHOP of an Order, or (ii) upon Commencement of performance of an Order, after or at the request of the Customer.
- 3.2. By entering into an Agreement, the Customer declares that he has been sufficiently informed of all essential aspects thereof, including the price, the characteristics of the Goods, the delivery periods and the applicable GTC.
- 3.3. THE POWERSHOP reserves the right to refuse an Order or to impose additional conditions, without the Customer being entitled to any form of compensation. If the Order cannot be performed, or can only be partially performed, THE POWERSHOP shall inform the Customer thereof as soon as possible and may propose an alternative.
- 3.4. Any amendments or additions to the Agreement requested by the Customer shall only be valid if they have been expressly confirmed in writing beforehand by THE POWERSHOP. Such amendments may affect the price and the anticipated delivery period, which shall not give rise to any liability on the part of THE POWERSHOP.
- 3.5. The Customer may cancel the Agreement in writing. In such event, the Customer shall owe THE POWERSHOP a fixed cancellation fee equal to 20% of the total amount due, without prejudice to THE POWERSHOP's right to claim compensation for the actual loss suffered by it.

4. PRICE AND PAYMENT

A. SALE PRICE

- 4.1. The sale price shall be the price stated in the Sales Agreement. The stated prices shall be expressed in euros (EUR) and shall always be exclusive of VAT for Customer Legal Entities and inclusive of VAT for Customer Consumers.
- 4.2. Payment may be made using the available payment methods. THE POWERSHOP may expand or restrict these payment methods in the future and shall take all reasonable measures to ensure the security of transactions.

B. NON-PAYMENT

- 4.3. If the Customer Legal Entity fails to comply with its payment obligation in accordance with this Article, THE POWERSHOP shall be legally entitled, without prior notice of default to the Customer Legal Entity, to charge on the outstanding balance, from the expiry date of the invoice:
 - a. contractual default interest at the rate of 12% per annum until the date of full payment;
 - b. a fixed compensation amount equal to 10% of the invoice amount remaining unpaid, provided that such amount shall not be less than 250,00 EUR;
 - c. immediate payment of the balance of all other invoices issued in the name of the Customer legal entity, including those not yet due at that time.
- 4.4. If the Customer Consumer fails to comply with its payment obligation in accordance with this Article, THE POWERSHOP shall send a free notice of default in the form of a first reminder. If full payment is not made within 14 calendar days following the aforementioned notice of default (whereby this period shall commence on the third Business Day after dispatch, or on the first day after dispatch in the

- case of an electronic notice of default), the Customer Consumer shall owe:
- a. default interest at the reference interest rate increased by eight (8) percentage points in accordance with Article 5, paragraph 2 of the Act of 2 August 2002 on combating late payment in commercial transactions, calculated on the amount still outstanding;
 - b. a fixed compensation amount calculated as follows:
 - 20,00 EUR where the outstanding balance is up to and including 150,00 EUR;
 - 30,00 EUR + 10% of the amount due on the tranche between 150,01 EUR and 500,00 EUR where the outstanding balance is between 150,01 EUR and 500,00 EUR;
 - 65,00 EUR + 5% of the amount due exceeding 500,00 EUR where the outstanding balance exceeds 500,00 EUR (with a maximum of 2.000,00 EUR).
- 4.5. The non-payment of a single invoice or outstanding balance shall render all other outstanding amounts immediately and fully due and payable. In such event, THE POWERSHOP shall also be entitled to suspend its performance until the date of full payment in accordance with Article 14. All judicial and extrajudicial recovery costs shall be borne by the Customer.
- 5. DELIVERY**
- 5.1. The delivery periods specified by THE POWERSHOP in Quotations and/or Order Confirmations are approximate only and are therefore not binding. Without prejudice to the mandatory statutory provisions applicable to Customer Consumers as set out in Article 5.2, any delay in delivery shall not give rise to compensation or termination of the Agreement at the expense of THE POWERSHOP.
 - 5.2. Unless expressly stated otherwise, THE POWERSHOP undertakes to deliver the Goods within a period of 30 days following full receipt of payment from the Customer Consumer. If THE POWERSHOP is unable to deliver the Goods within the aforementioned period, THE POWERSHOP undertakes to notify the Customer Consumer thereof in writing. The Customer Consumer may then grant THE POWERSHOP a new reasonable delivery period. If THE POWERSHOP again exceeds such period, the Customer Consumer shall be entitled to terminate the Sales Agreement.
 - 5.3. The Goods shall be delivered to the location specified in the Quotation and/or Order Confirmation.
 - 5.4. The Customer warrants that the delivery location is accessible to 10-tonne trucks and that loading/unloading can take place within 9 metres of the unloading location, and further that a duly authorised person is present to take receipt of the Goods. If this proves not to be possible on site, THE POWERSHOP may deploy additional resources or postpone the delivery. All costs and waiting times resulting therefrom shall be borne entirely by the Customer.
 - 5.5. The delivery of the Goods shall be scheduled by mutual agreement.
 - 5.6. If THE POWERSHOP is responsible for the transportation of the Goods, the transport costs stated in the Quotation are based on the fuel prices applicable at the time the Quotation is prepared. In the event of an increase in fuel prices between the date of the Quotation and the delivery of the Goods, THE POWERSHOP reserves the right to charge the resulting additional transport costs to the Customer.
 - 5.7. The Customer is obliged to inspect the Goods immediately upon delivery for visible defects, damage, shortages or errors. If the Customer has a complaint regarding visible defects, he must notify THE POWERSHOP thereof upon taking receipt of the Goods, failing which he shall forfeit any right(s) of action. In the absence thereof, the Goods shall be deemed accepted and definitively delivered.
- 6. OWNERSHIP AND TRANSFER OF RISK**
- 6.1. All delivered Goods shall remain the exclusive property of THE POWERSHOP until full payment of the amount due, including any costs and interest.
 - 6.2. The risk relating to the Goods shall pass to the Customer Consumer from the moment of physical receipt of the Goods.
 - 6.3. By way of derogation from Article 6.2 and in the event of delivery to a Customer Legal Entity, THE POWERSHOP shall select the carrier and the Goods shall be shipped at the Customer's expense and risk. The Customer Legal Entity expressly waives any claim that may arise from the loss, destruction or damage of the Goods during transport.
 - 6.4. If the Customer fails to take delivery of the Goods, THE POWERSHOP shall be entitled to store the Goods at the Customer's expense and risk, in which case the Customer shall owe storage costs amounting to 1% of the total price of the Order for each commenced month, without prejudice to THE POWERSHOP's right to terminate the Sales Agreement and to claim compensation for the actual loss suffered by it.
- 7. WARRANTY AND GUARANTEE IN RESPECT OF SALE**
- 7.1. THE POWERSHOP warrants that the Goods and/or Services supplied by it conform to the Agreement, the specifications stated in the offer and the reasonable requirements of soundness and/or usability. They shall furthermore comply with the statutory provisions and regulations existing on the date of conclusion of the Agreement.
 - 7.2. Without prejudice to the statutory provisions, every Customer Consumer shall benefit from a statutory warranty period of two (2) years from delivery of the Goods, in accordance with Article 1649^{quater} of the Belgian Civil Code. The Customer Consumer may invoke this warranty if the delivered Goods do not conform to what was ordered, provided that the non-conformity could not have been detected upon delivery or collection.
 - 7.3. The statutory warranty shall not apply to (i) damage caused by normal wear and tear or improper use; (ii) damage resulting from incorrect or insufficient handling, maintenance or installation by the Customer or by third parties; (iii) defects caused by external factors, including but not limited to moisture, fire, natural disasters, force majeure or accidents; or (iv) where the Customer has failed to comply correctly with the instructions for use, operating instructions or safety regulations.
 - 7.4. In accordance with Articles 1641 to 1649 of the former Belgian Civil Code, THE POWERSHOP shall also be liable towards the Customer for hidden defects that prevent or substantially restrict the normal use of the delivered Goods, provided that such defects already existed at the time of delivery or collection.
 - 7.5. Hidden defects must be reported by the Customer in writing immediately upon discovery and, in any event, no later than 10 Business Days following their detection. If a complaint is found to be justified, the Customer shall be entitled to (i) replacement of the Goods free of charge with an equivalent item, unless this is impossible or disproportionate, or (ii) an appropriate price reduction, or (iii) termination of the Agreement if repair or replacement is not possible. The choice between replacement, price reduction or termination shall be made in accordance with the statutory provisions and having regard to the nature of the defect.
- 8. LIABILITY OF THE POWERSHOP**
- 8.1. The liability of THE POWERSHOP shall be expressly limited to direct damage resulting from wilful misconduct or gross negligence on its part, without prejudice to the mandatory statutory provisions applicable to Customer Consumers.
 - 8.2. Except in the event of intentional gross misconduct and without prejudice to the mandatory statutory provisions applicable to Customer Consumers, the liability of THE POWERSHOP shall be limited to the value of the relevant Order, unless and to the extent that a higher amount is paid out under its liability insurance policy.
 - 8.3. THE POWERSHOP shall not be liable for any non-performance or delayed performance of its obligations if this results from a case of Force Majeure. In the event of Force Majeure, THE POWERSHOP shall inform the Customer without delay and discuss reasonable measures together with the Customer.
 - 8.4. THE POWERSHOP shall not be liable for damage arising from improper use of the Goods, failure to comply with instructions and recommendations, or modifications made

- by the Customer or third parties without the consent of THE POWERSHOP.
- 8.5. THE POWERSHOP shall never be liable for indirect damage, including but not limited to consequential loss, loss of profit, loss of savings or damage suffered by third parties.
- 9. INDEMNITY**
- 9.1. The Customer Legal Entity shall indemnify THE POWERSHOP against any claims by third parties who may suffer damage in connection with the performance of the Agreement and where the cause of such damage is not attributable to THE POWERSHOP. Where applicable, the Customer Legal Entity shall, in accordance with the applicable regulations, take all appropriate measures to indemnify THE POWERSHOP.
- 9.2. Should the Customer Legal Entity fail to take appropriate measures, THE POWERSHOP shall be entitled to take such measures itself without delay. All costs and damages incurred thereby on the part of THE POWERSHOP and third parties shall be borne entirely by and remain at the risk of the Customer Legal Entity.
- 10. TERMINATION OF THE AGREEMENT**
- 10.1. If performance of the Agreement must be suspended or cannot commence as planned for reasons attributable to the Customer, THE POWERSHOP may suspend performance of the Agreement for as long as such impediment(s) continue and all resulting costs (such as waiting hours, storage and parking costs, etc.) shall be charged to the Customer.
- 10.2. THE POWERSHOP shall be entitled to terminate the Agreement with immediate effect, without prior judicial intervention and without any right of the Customer to compensation, at the Customer's expense if: (i) the Customer fails to perform its essential obligations under the Agreement, including but not limited to failure to comply with its payment obligation; (ii) the Customer is involved in or becomes subject to a debt mediation procedure, judicial reorganisation, bankruptcy or any similar procedure; (iii) attachment is levied against (part of) the Customer's assets; or (iv) the Customer manifestly proves to be or has become insolvent.
- 10.3. In all cases where the Agreement is terminated at the Customer's expense, the Customer acknowledges that it shall be obliged to pay – within eight (8) days following notification by THE POWERSHOP that the Agreement has been terminated – a termination fee, fixed at 20% of (the balance of) the value of the Goods and/or Services, without prejudice to THE POWERSHOP's right to prove its actual loss by all means available at law and to claim the excess additionally from the Customer.
- 11. PROTECTION OF PERSONAL DATA**
- 11.1. THE POWERSHOP shall process the Customer's personal data with the utmost care and shall at all times treat such data as confidential information. The data shall be used exclusively for purposes necessary for the performance and administrative processing of the order, delivery, invoicing, accounting and the answering of Customer inquiries.
- 11.2. Personal data may, insofar as necessary for the proper performance of the Agreement or compliance with legal obligations, be communicated to third parties (such as suppliers, transport services and others). In all cases, processing shall take place in accordance with the applicable privacy legislation, including the General Data Protection Regulation (GDPR).
- 11.3. The Customer shall have the right to request access to, inspect, rectify, amend or, where legally permitted, erase its personal data. Requests to that effect may be addressed to THE POWERSHOP.
- 12. COMPLAINTS PROCEDURE**
- 12.1. The Customer shall submit complaints regarding the Goods and/or Services to THE POWERSHOP in writing, as soon as possible, fully and clearly described.
- 12.2. Complaints submitted to THE POWERSHOP shall be answered within a period of 5 Business Days following receipt. If a complaint requires a foreseeably longer processing period, the Customer shall receive, within 10 Business Days, an acknowledgement of receipt indicating when a more detailed response may be expected.
- 12.3. The Customer shall provide THE POWERSHOP with the opportunity to investigate the complaint and verify the alleged defects or damage. The Customer shall also provide all reasonable cooperation with any repair or replacement, where applicable.
- 13. APPLICABLE LAW AND COMPETENT COURTS**
- 13.1. The contractual relationship between THE POWERSHOP and the Customer, to which these GTC apply, shall be governed exclusively by Belgian law.
- 13.2. Any dispute concerning the formation, performance or interpretation of the Agreement that is not resolved amicably shall fall within:
- a. If the Customer is a Consumer: the exclusive jurisdiction of the courts as determined pursuant to Article 624 of the Belgian Judicial Code.
- b. If the Customer is a legal entity: the exclusive jurisdiction of the courts of the registered office of THE POWERSHOP.

Each page initialled and the document signed below by the Customer, preceded by the handwritten statement: "read and approved"

Customer:
Name:
Position:
Date: