

ENERGETIC NV - GENERAL TERMS AND CONDITIONS FOR SALES

1. SCOPE

- 1.1. Unless otherwise agreed upon in writing, the contractual relationship between Energetic NV (hereinafter referred to as "Energetic") and its co-contractor (hereinafter referred to as the "Customer") will be governed exclusively by the present general terms and conditions as well as the specific terms and conditions (hereinafter jointly referred to as the "Agreement"). In case of contradiction between the specific terms and conditions on the one hand, and the present general terms and conditions on the other hand, the contents of the specific terms and conditions will prevail.
- 1.2. Any other terms and/or conditions from the Customer shall not apply. The signing of contracts or other documents on behalf of Energetic shall not imply acceptance of clauses which are contrary to the terms and conditions of the Agreement.

2. OFFERS AND ORDERS

- 2.1. Energetic's offers serve as mere indicative proposals which do not bind Energetic. These offers are based on the information, drawings and other data as provided for by the Customer. The Customer shall assume the obligation to provide all relevant data and guarantees its adequacy and accuracy. Any costs relating to deficiencies in the services rendered or goods sold which are due to insufficient or inaccurate data supply by the Customer shall be at the Customer's expense.
- 2.2. An order made by the Customer shall constitute an agreement with Energetic upon acceptance in written by Energetic.
- 2.3. Supplementary works, other than the ones described in the Agreement, which are deemed necessary by Energetic or the Customer shall be performed by Energetic at expense of the Customer. In such case, reasonable market rates will be charged.

3. DELIVERY AND COMPLETION – TRANSFER OF RISK

- 3.1. Unless otherwise agreed upon in writing, the completion of services and delivery of goods shall take place at the registered office of the Customer or any other location as set forth in the specific terms and conditions.
- 3.2. Risks are assumed by the Customer as soon as the services are rendered or in case of sales of goods, in accordance with Incoterms 2010 ex works premises Energetic.
- 3.3. The timeframe set for the services to be completed or the goods to be delivered (hereinafter referred to as "Completion time" c.q. Delivery time"), as mentioned in Energetic's offer, merely serves as non-binding estimate. Consequently, in the event that the Completion time or Delivery time would not be met, the Customer is not entitled to claim damages, interests, make set offs or invoke contractual remedies, neither will it affect any payment obligations of the Customer.

4. SUBCONTRACTING

- 4.1. Energetic may make use of subcontractors in the performance of the Agreement.

5. WORK SITE

- 5.1. The Customer shall ensure that the work site is easily accessible and adequately safe and secure (in accordance with any and all applicable health and safety regulations) for Energetic, its employees and/or its subcontractors and the Customer shall assume any and all liability in that respect.
- 5.2. The Customer shall assume any and all liability with regard to damages to and/or loss of materials of Energetic and/or third parties. The Customer shall hold harmless and indemnify Energetic against any and all claims of third parties, including but not limited to damages caused in performance of Energetic's services.

6. ACCEPTANCE – DEFECTS

- 6.1. All rendered services and delivered goods must be made subject to a quality control by the Customer at the moment of completion c.q. receipt. In case Energetic's products are to be incorporated in machinery delivered by third parties, the quality control must furthermore be performed before incorporation.
- 6.2. Any complaints regarding visible defects must be made by registered letter addressed to Energetic's registered office within 8 days following the day of completion of the services c.q. receipt of the goods. Services and goods which are not subject of a written complaint within this period are irrevocably considered as accepted by the Customer.
- 6.3. With regard to hidden defects, complaints must be made by registered letter addressed to Energetic's registered office within 3 months following the day of completion of the services c.q. receipt of the goods. Services and goods which are not subject of a written complaint within this period are irrevocably considered as being accepted by the Customer.
- 6.4. Rendered services and delivered goods which are acknowledged as inadequate by Energetic may only be repaired or replaced by Energetic or a third party assigned by Energetic. In such case, no compensation may be claimed by the Customer. In case of breach of this clause, Energetic may consider to be released of all obligations, all invoices from Energetic will become immediately due and a final invoice may be issued.

7. LIABILITIES

- 7.1. Except in case of fraud or intent, any contractual and extra-contractual liability of Energetic towards the Customer shall be limited to the lesser of (i) the amount invoiced to the Customer under the Agreement or (ii) the amount of coverage of Energetic under its liability insurance.
- 7.2. Energetic may only be held liable for damages caused by fraud or intent by itself or its employees. In no case Energetic may be held liable for any indirect or consequential damages, such as, but not limited to, loss in profit, increase in general costs, damage to third parties or goods belonging to third parties.
- 7.3. Insofar as Energetic makes use of services and goods of third parties for the performance of the Agreement, it shall assume no liability for damages caused by the third party's fault, including, but not limited to, fraud, gross negligence and intent.
- 7.4. Any claim from the Customer against Energetic automatically shall lapse after a period of one year following the rendering of services or delivery of goods.

8. PAYMENT

- 8.1. The price mentioned in the order confirmation is quoted exclusive of VAT, taxes and duties. These charges, duties and costs are entirely at the Customer's expense.
- 8.2. All invoices are payable 30 days following the date of the invoice by transferring the invoiced amount to one of the bank accounts figuring in the invoice, stating the invoice number. The invoices are payable at Energetic's registered office.
- 8.3. Any protest against the invoice will be made by registered letter within 8 business days following the receipt of the invoice. Invoices are considered to be received by the Customer the third business day following the invoice date.
- 8.4. In case of non-payment or partial payment of the invoice within the given period of time, a 1 % per month default interest, as from the due date of the invoice, will be due by right, even in the absence of notice of default. Should the case occur, said interest will be charged pro rata temporis. Moreover, in case of non-payment or partial payment of the invoice within the given period of time, a 10 % lump sum compensation of the invoiced amount will be charged, with a minimum of 200 EUR, without prejudice to the right of Energetic to prove larger damages and to claim a higher compensation. The costs resulting from any recovery of the invoices before court, will also be charged to the Customer. The non-payment or partial payment of any invoice by the Customer will automatically bring about that any other outstanding amount will immediately become due by right. In such case any other outstanding amount shall immediately become due by right and Energetic shall, without any indemnification due by Energetic, equally be entitled to suspend any new or existing Agreement.

9. TRANSFER OF OWNERSHIP AND TITLE

- 9.1. Ownership and title to the sold goods is transferred only when payment in full has been received for the agreed upon purchase price (and costs, if any). The Customer undertakes to store the sold goods in kind and not to make them immovable by destination, nor to mix the sold goods with any other moveable goods until full payment of the purchase price (and the costs, if any) has been made. As long as Energetic has not received payment in full for the agreed upon purchase price (and costs, if any), the Customer will not pledge the sold goods nor create any interest, lien or encumbrance in the sold goods. As long as the transfer of ownership and title has not been completely carried out, the Customer will use all possible endeavours to protect the sold goods against any form of partial or complete loss and shall equally provide for appropriate insurance coverage.

10. TERMINATION

- 10.1. In the event the Customer breaches one or more of its obligations resulting from the Agreement, including but not limited to the timely payment of invoices, Energetic may terminate the Agreement with immediate effect by notification (by registered mail) and without prior notice of default. In such case no indemnification is due by Energetic
- 10.2. In the event of (whole or partial) termination against or by the Customer, Energetic is entitled to a lump sum compensation of 30% on the price agreed upon in the terminated agreement, without prejudice to Energetic's right to larger damages and to claim a higher compensation.

11. JURISDICTION AND APPLICABLE LAW

- 11.1. The Agreement is governed by Belgian law, however excluding its conflict of law provisions. Any and all disputes shall be brought exclusively before the tribunals and courts of Ghent (Belgium).

12. NULLITY

- 12.1. Nullity of one or more provisions of this Agreement does not entail the nullity of the Agreement as a whole or of different provisions of the Agreement.