

Article 1 – Preamble

1.1. These general conditions of sale are concluded, on the one hand, between the limited company SA X-PACK, having its place of business at 39 rue des Chapeliers in 4800 VERVIERS, registered in the Crossroads Bank for Enterprises (BCE) under the number 0402.294.434, hereafter referred to as the “Company” or “we” and, on the other hand, any natural person or legal entity wishing to make a purchase, and doing so as part of their business activity (referred to hereafter as the “Customer”).

1.2. These general conditions aim to define and provide guidelines for the contractual relations between the Company and the Customer. These relations are governed by law and these general conditions. The special conditions supplement these general conditions, where appropriate, and abrogate them insofar as they might be contrary to them.

Article 2 – Formation of the contract: offers – orders – prices

2.1. The presentation of our prices, price lists and conditions of sale does not represent a commitment by us; every offer is therefore to be understood as “subject to sale”.

2.2. Contracts are definitively concluded and sales take effect only after we have confirmed the order in writing.

2.3. Offers are made in good faith according to the information provided by the Customer. The Customer is informed orally of the quality, directions for use and the specific properties, if any, of the ordered goods. If the Customer wishes the goods to be intended for a special use, the Customer asks the Company for information regarding such use, in writing before delivery. The Customer acknowledges by payment of the invoice or of the delivery note that the Customer has obtained the aforesaid information.

2.4. The prices indicated on our acknowledgement of receipt of the order referred to in Article 2.2 above are given for information purposes only.

These prices are net prices exclusive of VAT. They are based on freight rates, customs duties and costs, export and import tax, insurance rates, currency rates and prices of raw materials, etc., in force for the product or products concerned at the time of conclusion of the contract. Any increases in these factors or in VAT and any new taxes, etc., whatsoever applicable, levied on the goods before their arrival at destination and occurring after the conclusion of contract, are to be borne by the Customer.

Our goods are always invoiced at the rate on the day of shipment of the goods.

2.5. The price will also be adjusted whenever the Customer asks for changes in relation to the estimate or to the initial offer and/or requests additional services.

If the price increase is less than 15% of the initial price, the Provider may carry out and invoice the additional work without the Customer’s agreement. The Customer approves this cost overrun. If the price increase is greater than 15% of the initial price, the requested changes or the additional requests will be the subject of a new offer/estimate. If the Customer does not accept the new estimate, the Customer is still bound to the initial contract concluded with the Company.

2.6. We reserve the right to deliver 10 % more or less of the quantity of goods ordered. In any case, the quantities actually delivered shall be invoiced.

Article 3 – Delivery: time — place – right of retention

3.1. Delivery time

We do not guarantee any shipment for a fixed date.

If delivery times are mentioned, they are given for information purposes only and do not entail any commitment by us.

We reserve the right to dispatch the ordered goods in several deliveries.

3.2. Place of delivery

The order is available EXW, according to Incoterms 2020, from our warehouses located in Verviers (Belgium).

3.3. Customer’s failure to take delivery

If the Customer fails to take delivery, we shall give the Customer formal notice by registered letter to take delivery within the time indicated in the formal notice.

Should the customer fail to comply within the indicated time, we shall have the option to:

- either proceed to enforcement of the contract (without prejudice to any damages, especially for storage expenses);
- or to cancel the contract ipso jure, merely by sending a letter. Under these circumstances, the ordered goods shall be invoiced in full to the Customer. We may also claim from the Customer the cost of destruction of the goods produced and fixed compensation of 15% of the agreed price exclusive of tax, without prejudice to our right to prove and claim further damage, unless the Customer proves that failure to take delivery is due to a case of force de majeure.

Article 4 – Payment

4.1. The amount of invoices is always payable in Verviers, according to the terms and by the deadlines stipulated in the confirmation of sale referred to in Article 2.2 above.

4.2. The amount not paid by the due date shall yield, ipso jure and without formal notice, interest at the rate of 12% per year which rate may not be lower than the minimum lending rate of the National Bank plus 2%. In addition, if payment has not been made within 15 calendar days of formal notice, sent by registered letter, the Customer shall be liable, ipso jure, to compensation equal to 10% of the price of the order with a minimum of €50.

4.3. In the event of proceedings being instituted as a result of the Customer’s breach of contract and, in particular, in the event of non-payment of an invoice by the due date, we reserve the right to claim the defence costs (lawyer’s, expert’s fees, etc.) incurred (which form an integral part of our damages) and to do so without prejudice to the application of Article 4.2.

4.4. Any part payment shall be allocated in priority to costs, and next to accrued interest and lastly to capital notwithstanding the content of any detailed account and any previously communicated interim allocation.

4.5. When the Customer’s credit deteriorates, we reserve the right, even after partial fulfilment of the contract, to require from the Customer such guarantees as we may consider suitable for the proper fulfilment of the commitments

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undertaken. Refusal to comply entitles us to cancel all or part of the contract, without any formalities and without compensation.

4.6. Failure to pay an invoice, including partial non-payment, by the due date, immediately triggers the immediate payment of all invoices not yet due. Furthermore, it confers on the Company the right to cancel any outstanding orders or suspend them without any formalities.

4.7. The Company's employees are not competent to receive payments, with the exception of those attached to the financial departments.

Article 5 – Retention of title and transfer of risks

5.1. The Customer acknowledges that we retain ownership of the goods being sold until their payment in full together with any interest or costs. The Customer may not, under any circumstances, dispose of the item sold, which might not yet have been paid in full. Advance payments may be retained to cover potential losses on resale.

5.2. Risks are transferred to the Customer as soon as the goods have left our premises, even if transfer of ownership has been deferred, in particular, by the application of the retention of title clause.

Article 6 – Disputed invoices

Invoice complaints must be submitted within eight days of receipt, by registered letter. Failing which, they will be considered as being accepted without any reservation. A claim may in no circumstances justify an extension or suspension of payment.

Article 7 – Moulds

7.1. When the Customer entrusts the Company with producing moulds, the Customer produces them in agreement with the Customer, according to the requirements of the Customer's processes and ordered services. The moulds are the subject of specific invoicing to the Customer. The design, development and production costs for the moulds are invoiced to the Customer by the Company before the start of production.

Ownership of the aforesaid moulds is transferred to the Customer at the time of full payment of the invoice by the Customer. Payment means payment of the price, expenses relating to the sale and interest, if any.

7.2. Unless otherwise explicitly agreed between the parties, the Company never assigns intellectual property relating to moulds, plans, drawings, forms, models, prototypes, tooling, products, systems and others, referred to hereafter as "Information" which it has developed or had developed as part of projects implemented on its own behalf or on behalf of third parties. In this way, the Company always remains the owner of the intellectual property rights relating to the Information.

The Customer acquires only an exclusive use right to the intellectual property rights of the Information.

In this context and unless agreed by specific arrangement,

- the Company neither communicates the drawing of the moulds nor their dimensions or the nature of their coating/composition.
- the moulds shall remain in the custody of the Company or at a subcontractor of the Company after fulfilment of the order. The Customer may

possibly take possession of them only after agreement in writing on the conditions for the exploitation of the intellectual property rights of the Company or of its subcontractor and after payment of all the invoices which are due to it for any reason whatsoever. The price of the assignment of the intellectual property rights relating to a mould may not be lower than 30% of the purchase price of the aforesaid mould paid by the Customer before the start of production.

- the Customer undertakes to consider the "Information" as confidential and to ensure compliance with these intellectual and industrial property rights and to ensure that third parties do likewise. Under no circumstances may the Customer disclose it to third parties, copy it in whole or in part, or even use it to the detriment of the Company's interests, without the Company's prior agreement in writing.

7.3. If they remain in custody at the Company, the moulds are kept for a maximum period of 3 years as from the 1st calendar day following the day on which services using these moulds were performed for the last time. Once this period has elapsed, if the Customer has not asked for the moulds to be returned or if the Customer has not reached agreement with the Company on an extension of custody, the Company may proceed with their destruction, if formal notice thereof sent by registered letter, with recorded delivery, remains unanswered after a period of three months.

7.4. The costs for maintenance and repair of moulds are borne by the Company or its subcontractor and invoiced to the Customer. Replacement and/or repair costs following wear of the moulds are borne by the Customer, according to agreement with the Customer on the basis of an invoice specifically issued by the Company.

7.5. Generally speaking and unless previously agreed otherwise with the Customer, the Company does not guarantee the service life of the moulds. The indicative life expectancy of the moulds is the following:

1. 300,000 cycles for EPS moulds below 40g/l
2. 200,000 cycles for EPS moulds from 40 to 80g/l
3. 100,000 cycles for EPS moulds above 80g/l and for EPP and EPE moulds.

Article 8 – Manufacturing tolerance

Our products are manufactured with tolerances consistent with professional standards.

8.1. Weight tolerances

The weight tolerances for each part are + 10 % or – 10% of the basic weight.

8.2. Dimensional tolerances (ISO norm 2768)

The permitted dimensional tolerances in relation to the nominal dimension are the following:

Dimension (mm)	EPS	
	EPP : Density ≥ 55g/l	EPP : Density < 55g/l
>0.5 - 3.0	±0.2	/
>3.0 - 6.0	±0.3	±0.5
>6.0 - 30	±0.5	±1.0
>30 - 120	±0.8	±1.5
>120 - 400	±1.2	±2.5
>400 - 1000	±2.0	±4.0
>1000 - 2000	±3.0	±6.0

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9.1. The Customer shall examine the item of goods and advise us of any visible defects and non-conformities in the item in relation to the contractual specifications, i.e. all defects that it is possible to detect rapidly through a careful and serious inspection, especially those related to the characteristics and the working of the item. The Customer shall report these effects to us at the time of delivery of the goods in accordance with Article 3.1 and 3.2 above. If an examination of the item making it possible to discover such defects is not possible at that time, the Customer shall report them to us in writing, within 8 calendar days of delivery of the goods in accordance with Article 3.1 and 3.2 above, while providing evidence in support of the claim, on the understanding that the goods may not have undergone any processing or handling whatsoever. Failing which, the supplied item is deemed to comply and to be without any visible defect.

9.2. In the event of nonconformity of one of our products, regardless of the stated defect, our liability shall be limited solely to the replacement of the goods. The Customer waives any claim for compensation for loss of earnings or consequential loss. Disputed goods may not be returned without the Company's agreement.

Article 10 - Warranty against latent defects

10.1. We guarantee the goods we sell against latent defects for a period of one year from delivery, subject to the following conditions.

10.2. The warranty may be implemented only if the following conditions have been met:

- the defect makes the product, to a large extent, unfit for the use for which it is usually intended or for a special use explicitly mentioned in the special conditions of the sale;
- the product is used in normal conditions; the warranty may not be applied in the event of the product being used in abnormal or special conditions which might not have been explicitly mentioned in the special conditions of the sale, in the event of poor maintenance, alteration or repair of the product by a person who might not be professionally qualified.

10.3. Any report of a latent defect shall be notified to us, on pain of lapse of rights, within two months of discovery of the latent defect by the Customer or from the time when the Customer could have reasonably discovered it.

10.4. The warranty is limited to the repair or to the replacement of the defective product, without further compensation.

Article 11 – Cases of force majeure and impediments

11.1. Circumstances such as strikes, fire, machinery breakdowns, suppliers' delays or bankruptcy, epidemics, war risk, civil war, lack of energy resources, factum principis, etc. are to be considered as circumstances constituting force majeure

when they lead to delays or significant difficulties in making deliveries. We shall not have to prove the unpredictability or the irresistibility of the circumstances or the impossibility of performing the contract.

11.2. We will inform the Customer of the occurrence of the disruptive event as quickly as possible.

11.3. We reserve the right to extend the agreed period of performance, if any, for a period equal to the period of time the force majeure situation lasted. Likewise, we reserve the right to cancel the contract and shall not incur any obligation or liability, if such events may jeopardise the fulfilment of the order according to the stipulated terms and conditions.

11.4. The Customer waives any right of recourse against the Company for any damage to the moulds and tooling entrusted to the Company by them, should such damage result from force majeure. It is recalled that Customers are the owners of their moulds and their tooling and they are supposed to insure them themselves, while ensuring that their insurers waive any right of recourse against the Company for any damage falling within the warranties of their contract.

Article 12 – Applicable conditions – Potential invalidity of a clause – Waiver

12.1. If the Customer raises no objection in writing within three calendar days:

- either from receipt of acknowledgement of receipt of the order,
- or from taking over the product, should that take place before acknowledgement of receipt of the order,

this shall imply unreserved acceptance of the content of our acknowledgement of receipt of order together with these general conditions and recognition of having full knowledge of them.

12.2. If there are several general conditions, the parties acknowledge that these conditions herein apply exclusively. The standard general conditions of our contracting partners are not applicable to us.

12.3. The possible nullity of one of the clauses of these general conditions shall not imply the entire nullity of the general conditions.

12.4. The non-implementation of a clause established in its favour may not be interpreted as a waiver of the Company's right to subsequently enforce such a provision.

Article 13 – Applicable law and area of jurisdiction

13.1. These conditions and this contract are governed by Belgian law.

13.2. The courts of the judicial district of Liège – Verviers division or the courts where the Customer's domicile is located, as the Company chooses, shall have sole jurisdiction in any dispute arising from the interpretation of these general conditions, even if there are several defendants or introduction of third parties.