



GENERAL SALES CONDITIONS KWT MILIEU BVBA

Article 1: Definitions

1. KWT Milieu: the Belgian BVBA (PLC) KWT Milieu, Merksplassesteenweg 95/3 in 2310 Rijkevorsel, with company number 0479.805.550, RPR Antwerp; district Turnhout and HRT 95142.
2. Customer: any natural person or legal person that asks KWT Milieu to trade, sell or supply goods or services, or asks KWT Milieu to formulate a related quotation.

Article 2: Scope

1. These general conditions apply to all quotations issued by KWT Milieu and all concluded agreements, as well as all resulting agreements, where KWT acts as the provider or supplier.
2. If there are inconsistencies between (the contents of) agreements established between KWT Milieu and the Customer, on the one hand, and provisions in these General Conditions on the other hand, priority will be given to the concerned provision in the agreement.
3. Alternative general conditions from the Customer will always be excluded.

Article 3: Quotations

1. All quotations by KWT Milieu are non-binding and revocable and merely serve as an offer to the Customer, unless the quotation explicitly states that KWT Milieu is making a binding offer in its quotation. Non-binding and revocable quotations will only result in an agreement once KWT Milieu has accepted the Customer's offer.
2. If the Customer makes an offer which is not in keeping with the quotation of KWT Milieu, KWT Milieu will be entitled to charge the Customer for all costs it has incurred when compiling the quotation.
3. When compiling a quotation, KWT Milieu will assume that information supplied by the Customer, such as calculations and drawings, is accurate and can be used to compile its quotation. The Customer will be responsible for the negative consequences of incorrect information.

Article 4: Delivery time and period of execution

- 1.a. KWT Milieu will determine an estimated delivery time and/or period of execution, unless explicitly agreed otherwise in writing.
 - b. If, for whatever reason, this estimated delivery time and/or period of execution are exceeded, there will be no right to any form of compensation unless explicitly agreed otherwise in writing.
- 2.a. If KWT Milieu has explicitly agreed to comply with a delivery time and/or period of execution in writing, it will determine this using facts and circumstances it is aware of at that moment in time.
 - b. The delivery time and/or period of execution can be extended by KWT Milieu in the following cases, without this entitling the Customer to any form of compensation:
 - if new facts and/or circumstances are encountered, or if certain circumstances were not known to KWT Milieu at the moment when the delivery time and/or period of execution was determined;
 - if the information supplied by the Customer, such as calculations and drawings, proves to be inaccurate;
 - if the design drawings supplied by KWT Milieu are not approved by the Customer within ten working days;
 - if additional work is needed;
 - if KWT Milieu suspends its obligations for whatever reason; or
 - if weather conditions are unsuitable.

In all cases, activities will be carried out by KWT Milieu after the extended delivery time and/or period of execution, and when reasonably in keeping with the planning of KWT Milieu. The Customer must pay all additional costs associated with delays caused by the Customer's actions.

3. In any case, the delivery time and/or period of execution will only start:
 - a. once it is clear that agreement has been reached about all details, both commercial and technical.
 - b. once all conditions for executing the assignment have been met; and
 - c. if applicable, initial (instalment) payment has been received by KWT Milieu.

Article 5: Changes in activities

1. Additional or reduced work will be needed if:
 - a. the design, specifications or estimate are modified;
 - b. information supplied by the Customer proves to be inaccurate.
2. Costs for additional work, which the Customer owes to KWT Milieu based on KWT Milieu's regular profit margin, will be calculated using the value of price-determining factors that apply when additional work is carried out.
3. If it has been explicitly agreed in writing that the Customer is entitled to modify the performances of KWT Milieu from what was originally agreed, the originally agreed price will be reduced by the saved costs associated with reduced work, which will be calculated using price-determining factors that were applicable when the agreement was initially established.

Article 6: Force majeure

1. Force majeure will be encountered if KWT Milieu cannot be reasonably expected to perform activities in circumstances that were reasonably unforeseeable at the moment the agreement was established and are reasonably beyond the control of KWT Milieu. In any case, force majeure will be considered in the following non-restrictive summary of events: poor weather conditions, earthquakes and their consequences, fire, loss or theft of equipment, the loss of materials, strike action, road blocks, work interruptions, import or trade restrictions and compliance-related shortcomings on the part of KWT Milieu's suppliers and/or sub-contractors.

2. If the case of force majeure is definitive or lasting, the agreement will be legally terminated henceforth without either party owing compensation to the other party.

3.a. In case of temporary force majeure, KWT Milieu will be entitled to suspend execution of its commitments, without paying any form of compensation. If KWT Milieu has explicitly agreed (in writing) to comply with a particular delivery time or period of execution, this period will be automatically extended for commitments affected by force majeure, by a period equivalent to the delay caused by the case of force majeure.

b. If the temporary force majeure continues for a period of six months or it is reasonably certain that it will remain for six months, parties will be entitled to terminate the agreement with regards to future activities, without having to pay any form of compensation to the other party.

Article 7: Licences

1. The Customer is responsible for punctually obtaining all licences, exemptions and other rulings needed to perform the work in question.

Article 8: Delivery and risk transfer

1. In accordance with Incoterms 2010, delivery will take place Ex Work to the warehouses of KWT Milieu in Rijkvorsel or, in case of relocation, to the new place where the warehouses of KWT Milieu are located. Without prejudicing that stipulated in article 13, risks associated with goods will be transferred at the moment the goods are made available to the Customer Ex Works.

2. Without prejudicing that stipulated in the previous paragraph, parties can agree for KWT Milieu to assume responsibility for transport. In this case, the Customer will remain responsible for risks associated with storage, loading, transport and unloading.

3. If goods must be replaced or returned, the Customer will bear the risk for replaced goods up to the moment they are returned to the possession of KWT Milieu.

4. Goods that are at the disposal of the Customer, but which are not acquired within the contracted period, will be stored under the responsibility, risk and costs of the Customer. If obstacles are encountered when delivering goods that may become unsuitable or deteriorate quickly, or where further storage is so problematic for other reasons that KWT Milieu cannot be expected to ensure it, the latter will be entitled to sell the concerned goods in an appropriate manner.

Article 9: Handover

1. Goods and services will be deemed to have been handed over if one of the following situations is encountered:

a. the Customer has approved the goods and services;

a. the Customer has commissioned the goods and services;

c. KWT Milieu has notified the Customer in writing, about the goods and services being completed, but the Customer has not - within 14 calendar days of the date on the notification - stated in writing whether or not the goods and services have been approved;

d. the Customer has rejected the goods and services based on minor defects or missing components, which can be repaired or re-supplied within 30 days and do not hinder commissioning of the goods and services.

2. If the goods and services are rejected, the Customer must notify KWT Milieu by clearly mentioning the reasons in writing, within 14 calendar days of it being notified by KWT Milieu about completion of the goods and services.

3. If the goods and services are rejected, the Customer must offer KWT Milieu the opportunity to repair or re-supply the goods and services. The new delivery will once again be subject to provisions in this article.

4. The Customer must release KWT Milieu from all third party claims concerning damage to non-handed over parts of goods and services, which has been caused by the Customer using the handed over part of goods and services.

Article 10: Implementation

1. The Customer must make sure KWT Milieu can always:

a. perform its activities at the agreed time without interruption;

b. access the required facilities, such as water, electricity, gas, heating and a lockable dry storage area; and

c. use all facilities prescribed by the Act of 4 August 1996 concerning the welfare of employees at work.

2. If the Customer fails to meet its obligations, as described in the previous paragraph, KWT Milieu will be entitled to suspend activities until the Customer has complied with these obligations. Activities will be restarted by KWT Milieu once the Customer has fully met his obligations and when reasonably permitted by the planning of KWT Milieu. The Customer will be responsible for all damage incurred by KWT Milieu due to such delays.

Article 11: Price

1. In accordance with Incoterms 2010, prices mentioned in the quotation are based on delivery Ex Works, unless explicitly agreed otherwise in writing. All prices exclude VAT.

2. All prices do not include costs for:

a. cutting; pile driving, demolition, foundation, ground, masonry, carpentry, repair, installation or other structural work;

b. packaging;

c. spare parts;

d. special tools;

e. commissioning;

f. on-site training;

g. installation supervision;

h. testing and test reports, if more than FAT (Factory Acceptance Test);

i. connection of electricity, gas, water or other such infrastructural facilities;

- j. travel and accommodation; and
 - k. restriction and/or prevention of damage to items encountered during the activities.
3. If, after the agreement is established and before the agreement has been fully completed, the price of cost-determining factors increases by more than 10% in relation to the calculation used for the quotation, KWT Milieu will be entitled to charge the difference to the Customer. The Customer must then settle this price increase during the next (instalment) payment.

Article 12: Payment

1. Unless explicitly agreed otherwise in writing, payment must be made at the premises of KWT Milieu or on an account stipulated by KWT Milieu.
2. Unless explicitly agreed otherwise in writing, payment must be made using one of the following methods:
 - a. based on the following schedule:
 - 40% of the total price when the agreement is established;
 - 50% of the total price once the design has been approved;
 - 10% of the total price upon delivery (or handover);
 - b. within 30 days of the date on the invoice.
3. The Customer must, upon first request from KWT Milieu, provide an appropriate security for remaining payments under the agreement. If the Customer fails to honour this obligation within 7 calendar days, the Customer will be deemed in breach and KWT Milieu will be entitled, without prior legal intervention, to terminate the agreement due to failings by the Customer and claim its damage, including lost profits, from the Customer.
4. Under no circumstances is the Customer entitled to settle payments against outstanding claims against KWT Milieu. However, KWT Milieu is entitled to settle payments against outstanding claims against the Customer (also in case of bankruptcy or legal restructuring on the part of the Customer)
5. Claims made by KWT Milieu as part of the agreement are immediately claimable in full if:
 - a. the Customer has exceeded a payment period;
 - b. the Customer is bankrupt or chooses to exercise provisions concerning legal restructuring, as stipulated in the Act of 31 January 2009 concerning the continuity of companies or any other later restructuring Act;
 - c. garnishment or attachment in execution is exercised against the assets of the Customer;
 - d. the Customer is dissolved or liquidated as a legal body;
 - e. the Customer is placed under receivership as natural person, dies or submits a request to be permitted to exercise collective debt settlement; or
 - f. if any other circumstance, with a similar impact, is encountered.
6. If the Customer fails to make payment on time, he is, as of the date of expiry, legally obligated - without notification of breach - to pay late payment interest on the outstanding amount to KWT Milieu. This late payment interest will equal the interest rate that applies to payment arrears in commercial transactions, and will amount to minimum 1% per month. When calculating the interest, the whole month will be taken into account once it has started.
7. If the Customer fails to make payment on time, he is legally obligated - without notification of breach - to pay compensation to KWT Milieu, which amounts to a minimum of €75. Compensation will be calculated using the invoiced amounts, based on the following table:
 - on the first €2,500 15%
 - on the surplus up to €5,000 10%
 - on the surplus up to €15,000 8%
 - on the surplus up to €60,000 6%
 - on the surplus as of €60,000 4%

The Customer must pay actually incurred costs if they exceed the amount that must be paid in accordance with the table above.

8. If the Customer fails to make payment, KWT Milieu will be entitled to suspend execution of the agreement and all accompanying agreements.

Article 13: Retention of ownership

1. KWT Milieu will retain ownership of the delivered goods as long as the price of these goods, and of accompanying activities, has not been paid in full.
2. The Customer can NEVER encumber goods where ownership is still retained by KWT Milieu.
3. If KWT Milieu claims its retention of ownership, it is entitled to collect already delivered goods from the Customer once approval has been given by the court.
4. If KWT Milieu cannot (or can no longer) claim retention of ownership due to mixing, processing or deformation of the goods, the Customer is obligated to pawn the newly formed goods to KWT Milieu or to offer sufficient security to KWT Milieu, like a separate bank guarantee, upon first request.

Article 14: Intellectual Property Rights

1. Unless agreed otherwise in writing, KWT Milieu is or will be the exclusive owner of all intellectual property rights on quotes, designs, images, drawings, software, models, etc. it formulates, irrespective of whether accompanying costs have been charged to the Customer.
2. The details referred to in paragraph 1 of this article (14) cannot be used, copied or shown to third parties, fully or in part, without prior written consent from KWT Milieu. Breaches (by the Customer) of the obligations described in article 14 will, legally and without prior notification of breach, result in standard compensation of €20,000 per identified breach, which must be paid upon first request from KWT Milieu, without prejudicing the right of KWT Milieu to demonstrate and claim a greater degree of damage if applicable.

3. The Customer must, upon first request and within the stipulated period, return the information referred to in paragraph 1 of article 14 to KWT Milieu, without making any copies of it or retaining any versions on data carriers. Breaches (by the Customer) of this provision will, legally and without prior notification of breach, result in standard compensation of € 1,500 per day that any information or copies are retained, without prejudicing the right of KWT Milieu to demonstrate and claim a greater degree of damage if applicable.

Article 15: Information

1. The Customer is responsible for all drawings, calculations, designs and other information that it supplies to KWT Milieu so the assignment can be executed.
2. The Customer releases KWT Milieu from all claims by third parties in relation to the drawings, calculations, designs and other information it has supplied.
3. The Customer is responsible for the functional suitability of all materials it has prescribed or have been prescribed on its behalf.
4. The Customer is authorised to have materials inspected, at its own cost, before they are processed. Any damage that KWT Milieu suffers due to this inspection must then be covered by the Customer.

Article 16: Warranties

1. Unless explicitly stated otherwise in writing, KWT Milieu will offer a guarantee, in accordance with that stipulated below, for the six months following handover or delivery ("the Guarantee period").
2. In terms of the agreement to supply goods, KWT Milieu must guarantee the suitability of delivered goods during the Guarantee period, without prejudicing that stipulated in point 7 of this article (16). If unsuitable goods are delivered, the Customer must return them to KWT Milieu. KWT Milieu must then choose to:
 - a. repair the goods;
 - b. replace the goods; or
 - c. credit the Customer for a commensurate part of the invoice.
3. If the agreed performance (partly) involves processing materials supplied by the Customer, KWT Milieu must guarantee the suitability of the performed processing during the Guarantee period. If it later transpires that processing was inappropriate, and this cannot be attributed to the materials supplied by the Customer, KWT Milieu must then choose to:
 - a. repeat the processing, whereby the Customer must supply new materials if necessary.
 - b. repair the shortcoming in processing; or
 - c. credit the Customer for a commensurate part of the invoice.
4. If the agreed performance involves contracted work, KWT Milieu must, if it was free to select the construction/materials, guarantee the suitability of the supplied construction and used materials during the Guarantee period. If the supplied construction and/or materials prove unsuitable, KWT Milieu must replace or repair the construction and/or materials in question. If necessary, the Customer must send or return components that must be replaced or repaired to KWT Milieu. Costs for disassembling and assembling these components, and any travel and accommodation costs, must be paid in full by the Customer.
5. If the assigned work involves installing and/or assembling delivered goods, KWT Milieu must guarantee the suitability of this installation and/or assembly work during the Guarantee period. KWT Milieu must perform the required repairs if installation and/or assembly is inappropriate. Any accompanying travel and accommodation costs must be paid in full by the Customer.
6. If contracted work is carried out, the guarantee will only apply if the Customer has met the conditions agreed with KWT Milieu.
7. The Customer and KWT Milieu can explicitly agree in writing that the factory guarantee will apply to certain components, instead of the guarantee mentioned in this article.
8. The Customer must fully cooperate with KWT Milieu so it can comply with its guarantee obligations under this article.
9. KWT Milieu offers no form of guarantee on shortcomings that have been caused by:
 - a. normal wear & tear;
 - b. improper use;
 - c. failure to perform maintenance, or to do so incorrectly or with non-approved products; or
 - d. installation, change, assembly or repair carried out by the Customer or a third party, unless carried out in accordance with instructions provided by KWT Milieu.
10. A guarantee cannot be provided for delivered goods where materials supplied by the Customer have been incorporated, unless it can be demonstrated that the shortcoming in the end product cannot be associated with the materials supplied by the Customer.
11. In order to make a claim against the guarantee referred to in paragraphs 1 to 5 of this article (16), the Customer must provide a detailed written description of the shortcoming to KWT Milieu, within fourteen days of when the shortcoming was discovered or should reasonably have been discovered.

Article 17: Liability

1. The Customer cannot claim any rights from information and advice, which is not directly part of the assignment, that it receives from KWT Milieu.
2. If goods featuring hidden shortcomings are sold, KWT Milieu will not be liable if it was impossible to detect the shortcomings in question using all available technology.
3. KWT Milieu will only be liable for damage that has directly and exclusively been caused by a serious shortcoming that can be attributed to KWT Milieu.
 - a. Except in case of deliberate error by KWT Milieu, the following will not be considered for compensation by KWT Milieu:
 - commercial damage, such as stagnation-related damage and lost profits;
 - supervision damage. Supervision damage includes damage that is caused by or during the execution of activities, to things that are part of the activities or located in close proximity to the activities; and



- Damage caused by deliberate or mindful carelessness by support staff or non-management subordinates at KWT Milieu.
- b. Except in case of deliberate actions by KWT Milieu, the liability of KWT Milieu based on point 3 of this article (17) will always be restricted to the amount, excluding VAT, the Customer has or had to pay KWT Milieu in return for executing the agreement.
- 4. The Customer is liable for damage to all items, such as tools and materials used for activities, which are located at the work site or at another agreed location, and belong to KWT Milieu, the Customer and/or third parties, and where this impairment has been caused by damage, fire, loss or theft.

Article 18: Severability

1. If one or more of the clauses (or parts of them) in these General Conditions are or become invalid and/or are declared void and/or unenforceable, this will have no impact on the validity of other clauses (or other parts of the concerned clauses) in the General Conditions.
2. In this case, the invalid, void or unenforceable provision or part of it will be legally replaced by a lawful, valid and enforceable provision that is as close as possible to the original provision or part of it in terms of content, scope and intention.

Article 19: Governing Law

1. All agreements between KWT Milieu and the Customer, any subsequent agreements and these General Conditions are exclusively subject to Belgian law.
2. Applicability of the Vienna Convention of 11 April 1980, on Contracts for the International Sale of Goods ("Vienna Sales Convention") and the New York Convention of 14 June 1974 on the Limitation Period in the International Sale of Goods, has been excluded.

Article 20: Place of Jurisdiction

1. All disputes originating from agreements between KWT Milieu and the Customer, from later resulting agreements and these General Conditions will be exclusively settled by courts in the judicial district of Antwerp, region Turnhout, and the Court of Appeals in Antwerp if applicable. KWT Milieu is entitled to deviate from this jurisdiction stipulation and impose another jurisdiction-related stipulation.
2. Parties are free to agree a different means for settling potential disputes, such as mediation or arbitration.