

## **General Terms of Sales and Delivery EFTEC NV**

### **General**

The following terms are the only binding ones for all our offers and deliveries if not stipulated otherwise in writing. Verbal arrangements are only valid if followed by a written confirmation from our side.

EMS stands for compliance with all sanction regulations (e.g. sanction regulations against Russia). This order confirmation is subject to a respective condition and by accepting the supply the customer confirms compliance with all sanction regulations.

### **Offers**

Our offers are without engagement.

### **Prices**

Prices valid on the day of delivery will only be applied. If these are higher than originally agreed upon, the buyer is entitled to cancel the contract immediately after receipt of this information.

### **Delay, Delivery**

We will always do the utmost to speed up delivery. Any delays will be indicated to the best of our knowledge but without engagement. The goods will be forwarded at the buyer's account and risk even if forwarded on a free-delivered-base. The forwarder is liable to pay any damages occurring in transport. We reserve the right to supply up to 10% +/- of the contracted quantities.

### **Payment**

Payment has to be effected within 30 days after date of invoice. Furthermore, any payment terms agreed with the buyer are binding. If the buyer does not meet this payment obligations in spite of reminders, we are entitled to charge interest after due date. The goods delivered remain our property pending payment in full.

### **Complaints**

We are to be advised of any complaints without delay, but not later than within 8 days after receipt of goods. In case of a justified complaint, it is left to our option either to supply a replacement or to grant a convenient price reduction. Any further claims of the buyer regarding a defective delivery are excluded, especially as to compensation and cancellation of the contract.

### **Withdrawal from contract**

We reserve the right to withdraw from the contract in case of wars, shortage or interruption of work, fire, prohibition or restrictions of imports and exports, increase of customs, currency variations, strike as well as other circumstances of acts of God which would make deliveries impossible or extremely difficult or would not allow us to adhere to the stipulated prices. In case of such a withdrawal from the contract, the buyer would not have any title to compensation.

### **Place of Settlement and jurisdiction**

This contract is subject to Belgian law. Place of jurisdiction is the commercial court of Tongeren.