

GENERAL TERMS AND CONDITIONS OF SALE AND RENT

CHAPTER 1: COMMON TERMS AND CONDITIONS

- All our invoices are payable in cash at the registered office unless agreed otherwise.
- All our prices are net prices excluding VAT. The customer is liable for all additional taxes, levies and costs.
- Damages in the amount of 20% of the value of the order will be owed if the order is cancelled.
- Any complaints must be made by registered post and must reach us within five days following the receipt of the goods. No complaints whatsoever will be accepted after such period.
- The dispatch of the invoice will apply as acceptance of the general terms and conditions.
- If the amount is not paid on the due date, interest in the amount of 12% will be applied ipso jure and without notice of default. The period during which the interest is owed commences on the due date and ends on the date on which full payment is received.
- If one or more payments is or are not settled within eight days after a registered letter containing a notice of default for the payment or payments has been sent, such fact will generate a right to compensation for damages for AFIX, in which case the unpaid amount will be increased by a fixed amount of 10% with a minimum of EUR 75.00.
- If an invoice is not paid on the due date, all other debt claims against the customer that are not yet overdue will become due ipso jure and without prior notice of default. In that case, AFIX additionally reserves the right to suspend the execution of any pending projects without any advance notice of default and/or compensation for damages.
- Deliveries are always made to the warehouse/factory, unless expressly stated otherwise on the invoice. If AFIX organises the transport at the customer's explicit request, such will be additionally invoiced and it will be done subject to the following terms and conditions:
 - any outgoing transport of materials of AFIX is accompanied by a dispatching list/packing list, which the customer must check, but without causing any hindrance to the normal course of our operations;
 - the statements on the dispatching lists/packing lists are evidential proof if there is any dispute because the customer is presumed to attend the unloading and to have checked such unloading;
 - in all our price quotations, it is presumed that the building site is normally accessible for lorries, that any hindrances are removed and that there are no disturbing level differences except those stated in the price quotation;
 - the delivery commences at the moment at which the goods are transferred to the transporter.
- These terms and conditions apply to all orders submitted to AFIX. The customer is presumed to accept these general terms and conditions merely by placing his, her or its order. Any derogation from these terms and conditions is only enforceable against AFIX if AFIX has confirmed such in writing, even if it is stated on the documents issued by the customer. Even then, all the other points of the general terms and conditions will continue to apply.
- Any disputes between the parties regarding agreements subject to these general terms and conditions fall exclusively under the jurisdiction of the courts of Bruges or, at the discretion of AFIX, under the jurisdiction of the court of the domicile of the party to be sued.
- The business relations of AFIX are always governed by Belgian law.

CHAPTER 2: PURCHASE

- The goods were sold subject to the suspension of the indemnification obligation as referred to in Article 1341 of the Civil Code.
- AFIX can terminate the sale where the purchaser fails to fulfil his, her or its obligations, without any prejudice to the rights of AFIX to any compensation for damages and amounts of interest and without prejudice to the right of AFIX to expedite the performance in kind.
- If the trust of AFIX in the purchaser's creditworthiness is shaken pursuant to judicially administrative acts against the purchaser and/or other attributable events that question the obligations concluded by the purchaser, and/or render them impossible, AFIX reserves the right to suspend the entire or a part of the order of the goods and to demand appropriate guarantees from the purchaser, even if all or part of such goods have already been dispatched. If the purchaser refuses to provide such guarantees, AFIX reserves the right to cancel the entire order or a part thereof. None of the above will prejudice the rights of AFIX to any compensation for damages and interest.
- The delivery periods are always provided for information purposes only and do not bind AFIX. Delay in the delivery cannot generate any breach of contract, application for compensation or cancellation of the order.
- Our goods may not be sold on the German market unless we give written permission to do so.
- The goods are dispatched at the purchaser's risk, even if the delivery is made carriage paid.
- RESERVATION OF OWNERSHIP** The ownership of the sold object will only transfer to the customer after he, she or it has paid the full amount in return for the goods delivered or to be delivered by AFIX, including the agreed price, costs, interest and any compensation for damages. The customer will nevertheless fully bear the risks of the loss or the destruction of the sold object from the moment that the sold object has been delivered to him, her or it.
- Until the moment that the ownership of the sold object is actually sold to the customer, (i) he, she or it is expressly forbidden to use the delivered goods as means of payment, or to pledge or encumber them with any other security right; (ii) he, she or it will attach to the delivered goods a sign that clearly and legibly indicates that the delivered goods remain the property of AFIX. It is presumed that this clause is repeated for every delivery whenever this is necessary. The customer undertakes to notify AFIX immediately by way of registered letter of any attachment of the sold object that might be made by a third party.
- The customer bears an obligation of care with regard to the goods falling under the reservation of ownership and he, she or it must store these in perfect condition, in an appropriate and clean place and in accordance with the highest standards and safety requirements commonly applied in the sector. In addition, the customer must insure the said goods against all the usual risks in the sector (including, yet not exclusively, against spoilage or any form of deterioration, fire, water damage and theft) until the moment at which the ownership actually transfers, and he, she or it must present the insurance policy to us whenever we request this.
- The customer undertakes to notify AFIX if the sold goods are stored on a site that is not his, her or its property, and shall communicate the owner's identity to AFIX if it so requests.

- The advance payments made will accrue to us to compensate for any possible losses upon resale.
- Article 20 of the Act of 11 July 2013 relating to pledge applies.

CHAPTER 3: RENT

- The rental is calculated per week, and the minimum duration is 4 weeks. The rental invoice will be drawn up upon rent commencement and for a period of 4 weeks. After the 1st period, of 4 weeks, the rental will be charged per week and invoiced per periods of 4 weeks. Every commenced week will be regarded as a full week's rent.
- AFIX may make the grant of the rent subject to the establishment of a guarantee in favour of AFIX.
- If the rent was granted without demanding any guarantee, then AFIX still has the possibility of making the continuation of the rent subject to a guarantee as outlined above if the confidence of AFIX in the customer's creditworthiness is shocked pursuant to judicially enforceable acts against the hirer and/or demonstrable other events such as a change in the credit report, credit limit or credit insurance, for example, - this is not an exhaustive list - to such an extent that AFIX questions its confidence in the hirer's due performance of the obligations he, she or it has concluded. If the hirer refuses to provide a rent guarantee within a period of one week after such has been requested or has not yet provided the requested guarantee, then the rent will end ipso jure, and AFIX will no longer be obliged to give notice as referred to below.
- The rent commences at the moment that the goods are delivered.
- Undertakings given by AFIX relating to the date of the delivery are not binding and do not generate any grounds for terminating the agreement or for providing any indemnification.
- The rent ends:
 - on the agreed date if it has been expressly concluded for a certain period;
 - on the day on which the goods are returned to the warehouses of the person letting them if no express period has been agreed.
- If no specific period has been agreed, AFIX nevertheless has the right to terminate the rent at any point whatsoever, on condition that notice is sent by registered letter at least one week in advance. The notice period commences on the day that the registered letter is handed over by post. The rent is irrevocably terminated after the notice period has expired.
- The hirer is presumed to have returned the rented objects or objects as soon as the rent has ended. From that moment, AFIX has the right to have the rented object or objects repossessed without needing to involve a Court, wherever that may be. The hirer is liable for all costs for matters such as disassembly, loading, transport, unloading, etc. The hirer will owe indemnification that is at least equal to 150% of the normal rental for one week for every day's delay of returning the object or objects rented, while the person letting the goods retains the right to claim additional compensation for damages. If AFIX establishes within the context of the return obligation that the materials let were mixed with other materials, then the hirer must return the same quantity of similar objects to AFIX.
- The hirer's attention is drawn to the fact that he, she or it can never become owner of the rented object or objects and that not returning it or them at the agreed time is punishable as abuse of trust.
- The customer must notify us without delay if he, she or it establishes any damage whatsoever in the materials that we have made available. Any negligence in this regard makes him, her or it personally liable for any possible damage caused as a result.
- Frost, bad weather, high water level, lack of administrative authorisation, occasional days off, holidays and the like cannot be invoked as force majeure to release the customer of his, her or its obligation to pay the rental during the respective period.
- The hirer may not in any case whatsoever use the materials for another site, nor for any other purposes than those for which they are designated without the express written agreement of AFIX. The hirer must at all times confirm where the rented materials are to be found whenever AFIX requests this.
- Unless AFIX has given its express written agreement to do so, sub-letting or transferring the rent is always forbidden.
- The hirer is liable for returning the rented object or objects in the same condition as when it or they were received. However, the mere fact that the person letting the object or objects takes back the rented object or objects does imply any acceptance and does not exclude any claim for compensation for damages. The rented object or objects will be inspected and counted after it or they have or have been accepted as having been returned in the AFIX warehouse. Only such inspection and count are regarded as being correct and the facts established pursuant thereto are binding for the hirer. The hirer has the right to attend such count and inspection. The materials returned must be cleaned. If these are nevertheless returned without having been cleaned, AFIX will personally assume responsibility for the cleaning and charge the hirer for the full costs to have this done.
- Any costs necessary to reinstate the rented object or objects to its or their original state as it was or they were upon receipt are at the hirer's expense, even if such costs were incurred without the hirer being notified in advance. Such costs include, but are not restricted to, costs for cleaning and minor repairs. Goods that have disappeared or are damaged will be invoiced at the gross catalogue price applicable on the date on which such was reported to AFIX. No rental whatsoever will be deducted from the invoice of purchase of the goods that have disappeared or been damaged.
- The hirer is liable for the damage or hindrance that the rented goods or the use thereof, even if such is not incorrect, may cause to third parties for the entire duration of the rent.
- The hirer is the sole person exclusively liable for looking after the goods delivered by AFIX for the entire rental period.
- AFIX is not liable for any traces of rust caused by rainwater.
- AFIX guarantees the strength of the goods it has delivered to the maximum load stated in the assembly manual. The hirer is obliged to protect the rented object or objects against overloading and damage.
- The hirer must subject himself, herself or itself to all the statutory and regulatory decisions regarding use. He, she or it is the sole person to bear responsibility for all costs and risks accompanying the use of the rented object or objects, such as licences, mandatory inspection and security measures, insurance, etc.