

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY CS PLASTICS BV

A. GENERAL

Current general terms and conditions apply in full between the parties. Changes or adjustments that both parties agreed are always mentioned in our quotations and can only be proven in writing in this way. By placing an order, the customer acknowledges having taken note of our general terms and conditions and accepting them. At the same time, the customer acknowledges that the contractual relationship between the parties is exclusively governed by our general terms and conditions, to the exclusion of those of the customer.

B. QUOTATIONS - CONTRACTS

– Orders taken by our representatives, appointees or servants will only become binding after written approval by a person who can legally bind the CS Plastics BV.

– Plans, drawings, technical documents, studies etc. and the related intellectual rights remain the property of the CS Plastics BV, even after the signing and execution of the contract. Plans, technical drawings and related intellectual rights, before or after the signing of the contract by the CS Plastics BV made available to a reseller for use in the manufacture of the equipment or part thereof, also remain exclusively the property of the CS Plastics BV. They may not be used, copied, multiplied or communicated or delivered to third parties.

– If the bv CS Plastics has set a time limit for accepting a quotation, the contract is valid if the customer has sent by e-mail, letter or carrier the signed agreement before the expiry of this period and after written confirmation by the CS Plastics BV, as provided under A.

– Changes to our quotations are only valid if they have been confirmed in writing by the customer and the CS Plastics BV

C. PERFORMANCE OF THE CONTRACT

–The specified delivery period is always indicative. It shall commence at the time when the technical conditions set out in the contract have been fulfilled and the agreed advance has been paid. It shall end on the date on which the equipment is made available to the customer at the manufacturer's factory.

–If the customer does not want to receive the goods at the time they are made available to him, the agreed due date for the payments resulting from the delivery will not shift. In this case, CS Plastics takes care of storing the equipment at the expense and risk of the customer, and this only for a short period of time.

–The delivery of the equipment is ex works, packaging not included. At that time, the risk of the goods is also transferred. Transport costs and insurance are always at the expense of the customer.

–The goods remain the full property of CS Plastics or the seller until full payment of the price and any additional costs. This retention of title is subject to Belgian law, without prejudice to point G.

–The CS Plastics BV undertakes to remedy all operating defects as a result of faulty design, equipment or execution within the guarantee as provided for in the sales contract and the following provisions. The guarantee obligation applies only to the defects that come to light during a period of 6 months from the commissioning that takes place or is deemed to take place no later than 30 days after the posting in the manufacturer's workshops.

If the customer applies a shift work arrangement, the warranty period will be reduced to 3 months. This warranty consists in repairing or replacing in a short time, according to the possibilities of the CS Plastics BV and according to the circumstances, of the defective documents. The guarantee includes only the working hours and the cost price of the documents.

CS Plastics will never be obliged to compensate further direct or indirect damage of any kind. The replaced documents become the property of the CS Plastics BV and must be returned free of charge within one month of their replacement. In the event of non-return within this period, they will be invoiced. The liability of the CS Plastics BV and/or manufacturer will never be more extensive than stipulated above. Any changes of any kind made to the delivered equipment by the buyer will undo the warranty. The changes made relieve the CS Plastics BV and the manufacturer of any liability.

–The setup and connection of the equipment is carried out by the customer. Commissioning must be carried out in accordance with the special provisions of the contract. The instructions for use and maintenance are provided upon delivery.

–If the customer forgoes an order or if the agreement is dissolved at the expense of the customer, he owes a minimum compensation to the CS Plastics BV of 30% of the total value of the contract, with the possibility for CS Plastics to claim a higher compensation if the collateral damage is proven.

D. PRICE PROVISIONS

The selling prices are based on the daily rates of materials, wages and social charges.

Unless otherwise agreed in the contract, these prices will be automatically revised if there is an increase of at least 5% for one of these three items between the time of the order and the delivery. If prices are quoted in Euros, they shall be adjusted in accordance with the payment conditions to the exchange rate fluctuations if the exchange rate on the official market of the Euro differs at least 1% on the day of receipt of the order and the day of receipt of the payment.

E. PAYMENT

The invoices are payable at the registered office of the CS Plastics BV, net and at no cost. The payment obligation should therefore be carried out at the place of the registered office of CS Plastics. The invoices must be paid in accordance with the provisions of the contract.

In the event of late payment, an interest of 0.8% per month on the outstanding amount, capitalized month per month, and a flat-rate compensation of 10% on the outstanding balance, with a maximum of 10,000 Euro, will be payable from the due date and without notice of default. The obligation to pay default interest does not affect the requirement of any agreed payment terms on their normal due date. All existing or future taxes of any kind are at the expense of the buyer. The seller reserves the right to have overdue payments recovered by third parties. All court, collection and reasonable attorney's fees resulting from this are at the expense of the buyer.

F. LIBERATING CIRCUMSTANCES

All cases of force majeure, accidents, war, strikes and lockouts, machine breakage at our suppliers, import, export or transit restrictions, in short, all circumstances not directly attributable to CS Plastics, discharge CS Plastics from any liability arising from the contract.

G. APPLICABLE LAW— COMPETENT COURT

The agreement between the parties is governed by Belgian law and, in the event of a dispute, only the Courts in Dendermonde or Ghent have jurisdiction.