

GENERAL TERMS AND CONDITIONS - SDM BVBA INTERNATIONAL

Article 1 – General – Applicability

- 1.1. The following expressions are used in these terms and conditions:
 - “General terms and conditions”: the present general terms and conditions of SDM INTERNATIONAL.
 - “Customer”: the person (and/or its legal successors) who conclude an agreement with SDM INTERNATIONAL.
 - “Agreement”: any legal relationship between the customer and SDM INTERNATIONAL in relation to the sales activities of SDM INTERNATIONAL.
 - “SDM INTERNATIONAL”: SDM INTERNATIONAL Sàrl company located at 4740 Pétange Luxembourg, Rue Prince Jean 5 (VAT LU 26063341).
- 1.1. The general terms and conditions shall apply to and form part of all agreements between SDM INTERNATIONAL and the customer unless otherwise agreed in writing. Modifications shall only be valid if agreed in writing. These general terms and conditions shall be subject to special conditions contained in acceptance agreements and/or maintenance agreements issued by SDM INTERNATIONAL.
- 1.2. Each order by the customer to SDM INTERNATIONAL shall imply acknowledgement and acceptance of the general terms and conditions and expressly exclude the application of the customer's own conditions. Provisions other than those included in the general terms and conditions shall only apply if expressly confirmed in writing by SDM INTERNATIONAL.

Article 2 – Payment (procedures)

- 2.1. Unless otherwise specified on the invoice or otherwise agreed in writing, all invoices from SDM INTERNATIONAL shall be payable in cash within 30 days of the invoice date at the registered office of SDM INTERNATIONAL, net and without discount. In the absence of timely payment by the due date, in accordance with the law and without prior notification, annual lateness interest of 12% shall apply to the invoice amount. In that case, the invoice amount shall, in accordance with the law and without prior notification, be increased by way of penalty by 10%, with a minimum of 125 euros without prejudice to the right of SDM INTERNATIONAL to recover a higher amount in compensation. Another method of payment or the acceptance of a bill of exchange shall not imply that this clause is waived. If SDM INTERNATIONAL accepts a payment plan, and this is only possible in writing, the total amount owing shall be claimable after a single non-compliance with the agreed plan. If a bill of exchange, check or similar is proffered, only its effective encashment shall be regarded as payment.
- 2.2. The late or partial non-payment of one invoice shall make all open invoices (even if not yet due) claimable immediately and in accordance with these general terms and conditions.
- 2.3. If the credit insurer reduces or withdraws the credit lines of the customer, SDM INTERNATIONAL shall reserve the right, even after partial execution of the agreement, to demand suitable guarantees as to the proper execution of the undertaking. If the customer cannot or can only partially comply with the required guarantees, SDM INTERNATIONAL shall reserve the right to cancel the order in whole or in part.
- 2.4. SDM INTERNATIONAL shall be entitled to demand advance payment from the customer before providing any goods or services.

Article 3 – Delivery

- 3.1. Delivery/execution dates given by SDM INTERNATIONAL shall not be binding but merely indicative unless expressly agreed otherwise in writing. A delay in delivery/execution by SDM INTERNATIONAL shall not give rise to any claim for compensation or termination of the agreement. In the event of a delivery/execution date agreed in writing being exceeded by more than three months, the customer may only cancel the order at the earliest 15 days after registered notification of termination to SDM INTERNATIONAL and if the delivery/execution does not occur during this period of grace. In this case, the customer may be entitled to reimbursement of any advance payment, to the exclusion of any right to compensation or interest.
- 3.2. Unless otherwise agreed, deliveries shall be made “ex-works” (in accordance with Incoterms 2010) at SDM INTERNATIONAL.
- 3.3. If it is agreed that SDM INTERNATIONAL, notwithstanding Article 3.2., shall be responsible for the delivery to the customer, even if shipped freight-free, the goods shall always be transported at the customer's own risk. SDM INTERNATIONAL declines all responsibility for accidents during transport and for any delays in shipment. Special packaging shall not be included in the price. The associated costs and any incidental assembly costs shall be invoiced separately. The customer shall be responsible for the loss, destruction and/or damage of/to the goods during their transport by SDM INTERNATIONAL and/or third parties, except in the case of intentional and/or gross negligence by SDM INTERNATIONAL.
- 3.4. If SDM INTERNATIONAL needs details/information from the customer for the execution of an agreement, the agreed delivery/execution date shall not be earlier than the provision by the customer of the correct and complete details/information to SDM INTERNATIONAL. The interpretation thereof by SDM INTERNATIONAL shall be deemed accepted by the customer.

Article 4 – Ordering – Cancellation – Force majeure

- 4.1. Prices, procedures, technical specifications, etc. provided by SDM INTERNATIONAL shall not be binding for SDM INTERNATIONAL. Details, conditions and prices included in catalogues, advertisements, price lists and similar documents shall only be indicative and for information purposes, and shall at all times be subject to change by SDM INTERNATIONAL.
- 4.2. Quotations from SDM INTERNATIONAL shall only be valid for 28 days after the date of the quotation unless otherwise stipulated. SDM INTERNATIONAL and the customer shall only be bound by the timely, written confirmation of a quotation and the associated technical specifications of the customer. Offers and quotations shall not apply automatically for future orders.
- 4.3. A compound price list or a quotation containing sub-items shall not oblige SDM INTERNATIONAL to fulfil a portion of it.
- 4.4. In the event of cancellation of an order (for whatever reason), unilateral termination of the agreement and/or the impossibility to deliver due to the fault of the customer, SDM INTERNATIONAL, by making the deduction from any advance payment, shall have the right to compensation to the amount of 50% of the invoice amount without SDM INTERNATIONAL having to demonstrate actual loss, and for the costs already incurred, without prejudice to the right to claim additional compensation if the actual loss exceeds the agreed indemnity.
- 4.5. If the customer fails to collect the goods and/or to receive them, these shall, after notice by registered letter from SDM INTERNATIONAL, be kept in store at the customer's risk at a location chosen by SDM INTERNATIONAL and compensation claimed from the customer. If the goods are not collected within 14 days after the aforementioned notice, the agreement shall be deemed by law to be dissolved to the disadvantage of the customer and the provisions of Article 4.3. shall apply.
- 4.6. In the case of a (even partial) breach of its obligations under the agreement by the customer (payment etc.), SDM INTERNATIONAL shall have the right without giving prior notice to suspend its services or to consider the agreement terminated at the expense of the customer without legal intervention and without prejudice to the right of SDM INTERNATIONAL to claim compensation. SDM INTERNATIONAL shall be required to notify the customer of this by registered letter.
- 4.7. If SDM INTERNATIONAL is unable to meet its obligations under the agreement at all, on time or sufficiently as a result of force majeure, outside causes, the fault of a third party and/or the customer, accident, strike, technical breakdown, weather conditions, etc., SDM INTERNATIONAL shall have the right to suspend its obligations until a time when SDM INTERNATIONAL shall be in a position to do so or to terminate the agreement without legal intervention and without prejudice to the right of the customer to compensation. In the cases mentioned, SDM INTERNATIONAL shall update the customer as quickly as reasonably possible on the situation and the reasons for it.

Article 5 – Acceptance – Complaints

- 5.1. Without prejudice to the provisions of mandatory law, complaints concerning delivered goods and/or services performed shall, except for visible defects, only be considered if these are received within eight days after delivery or performance in the form of a detailed, registered letter at the business address of SDM INTERNATIONAL. Complaints concerning visible defects may only be addressed at the time of delivery/performance (or within 48 hours of delivery in the case of packaged goods or goods requiring assembly). After these times have elapsed, the goods/services shall be deemed to have been accepted by the customer and to meet the technical specifications. The customer shall receive all documents (such as the user manual) within the same period. Commissioning of the goods shall cover visible defects. The making of a complaint by a customer concerning the delivered goods/services shall not entitle the customer to withhold payment. The same principle shall apply following a modification or repair.
- 5.2. Complaints concerning an invoice must be received at the business address of SDM INTERNATIONAL within eight days of the invoice date in the form of a detailed, registered letter. After that date, the invoice shall be regarded as having been accepted without reservation by the customer. Complaints shall not suspend payment by the customer.
- 5.3. Any complaint received late or in insufficient detail shall be regarded as non-existent.

Article 6 – Warranty – Liability

- 6.1. The customer may make no further warranty claims against SDM INTERNATIONAL than are allowed for in the factory warranty for the sold goods and under the provisions of mandatory law with regard to warranties, with any kind of compensation being excluded. At most, SDM INTERNATIONAL may be obliged to replace the item(s) which the manufacturer acknowledges is/are defective. SDM INTERNATIONAL shall not be obliged to pay compensation for hidden defects of which it had no knowledge at the time the agreement was concluded.
- 6.2. Any repair of sold goods shall at most include the repair of faulty materials and in no case the cost of removal and intervention at its premises (man hours). Unless otherwise agreed, any defective goods shall be brought at the customer's expense to SDM INTERNATIONAL (or a place designated by it) and shall be collected after repair, also at the customer's expense. Shipping costs as well as removal and intervention costs (man hours) shall not be covered by the warranty and shall be borne by the customer.
- 6.3. With the exception of provisions under mandatory law and/or public order and with the exception of wilful negligence, SDM INTERNATIONAL shall not be responsible for damage caused by its fault.
- 6.4. SDM INTERNATIONAL shall not be responsible for any damage attributable to the customer and/or (the deliberate and/or gross negligence of) third parties. SDM INTERNATIONAL shall not be responsible in the event of the transfer of goods by the customer to third parties nor for the manipulation, modification, repair, damage, etc. to the goods by the customer or third parties. Nor shall SDM INTERNATIONAL be responsible if the goods are not used and/or maintained in accordance with the standards and/or if the goods are no longer identifiable.
- 6.5. Any justified claim for compensation against SDM INTERNATIONAL shall be limited in each case of damage to a maximum of the price of the agreement, excluding VAT.
- 6.6. The customer shall indemnify SDM INTERNATIONAL against all claims from third parties resulting from or associated with the execution of the agreement by SDM INTERNATIONAL on behalf of the customer unless there is serious or deliberate negligence on the part of SDM INTERNATIONAL.
- 6.7. SDM INTERNATIONAL shall not be responsible if the damage is caused not by a defect in the goods but it attributable to the fault or negligence of the customer or a third party for which the customer is responsible. Nor shall it be in any way responsible for (direct or indirect) damage to the goods, the customer and/or third parties in the event of lightning strikes or surges.

Article 7 – Ownership – Transfer of risk

- 7.1. The ownership of the sold goods shall be transferred only after payment in full of the invoiced amount and all additional costs to SDM INTERNATIONAL.

7.2. The risk shall nonetheless pass to the customer from the time of delivery, regardless of ownership.

Article 8 – Miscellaneous

- 8.1. Subject to legal restraints, SDM INTERNATIONAL shall have the right without prior notification to consider the agreement dissolved at the customer's expense in the event of bankruptcy, receivership, insolvency or cessation of activities by the customer.
- 8.2. If the customer fails to fulfil its obligations in good time, all reasonable costs incurred in obtaining payment from the customer in or out of court shall be borne by the customer, plus statutory interest.
- 8.3. In the event of an agreement reliant on receiving finance to pay for the purchase price, the customer shall within 45 days of placing the order provide evidence of a refusal of funding by at least 2 recognised banking institutions if it wishes to be released from its contractual obligations towards SDM INTERNATIONAL.
- 8.4. If one or more provisions of the general terms and conditions should prove invalid and/or unenforceable, the validity of the remaining provisions shall be unaffected. The renunciation of one provision shall not affect the enforceability of the remaining provisions.
- 8.5. Only the Dutch-language version of the agreement and general terms and conditions shall have legal force. Translations are for information purposes only and are subordinate to the Dutch-language version.
- 8.6. Plans, drawings, models, illustrations, calculations, etc. provided by the customer shall remain the property of SDM INTERNATIONAL and may not without prior written consent be copied nor transferred to third parties.
- 8.7. If an agreement is concluded in the names of several persons, they shall be jointly and severally liable towards SDM INTERNATIONAL.
- 8.8. Any dispute in relation to the agreement and these general terms and conditions shall be exclusively governed by and interpreted under Belgian law. Only the courts of the district and/or province in which the registered office of SDM INTERNATIONAL is located shall have jurisdiction to rule on these disputes.