

GENERAL CONDITIONS OF SALE

1. GENERAL

- 1.1 Sales by Anders Beton are exclusively subject to the following general conditions of sale.
- 1.2 These conditions take precedence over the conditions issued by the buyer or a third party, even if Anders Beton has not explicitly contested them. Other conditions can only be enforced against Anders Beton if Anders Beton has accepted them in writing.
- 1.3 Anders Beton only sells goods and cannot be considered a contractor under any circumstances. Unless explicitly agreed otherwise, Anders Beton does not conduct any activity on behalf of the buyer.

2. ORDERS/QUOTATIONS

- 2.1 Quotations by Anders Beton are valid for a maximum of 14 calendar days.
- 2.2 All quotations are non-binding, both in terms of prices and quantities and in terms of delivery periods. The buyer may place an order on the basis of this quotation. Anders Beton may then accept this order by returning the confirmation of the sales order.
- 2.3 A sales contract is considered to have arisen on the date when the confirmation of the sales order is sent to the buyer. The confirmed delivery week is clearly communicated for each product on the confirmation of the sales order.

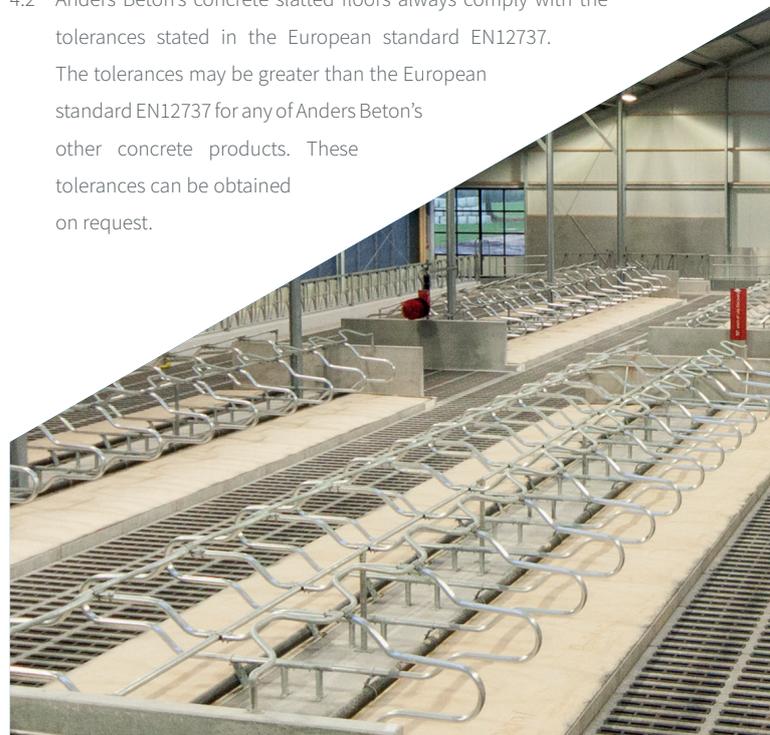
3. PRICES/MODIFICATIONS/ADDITIONAL STORAGE COSTS

- 3.1 The agreed price and payment period is only valid if the agreed delivery period is respected by the buyer. If not, the price can be increased with storage costs and the payment term can be adjusted (see 3.2).
- 3.2 If the goods are not purchased within the agreed and confirmed delivery period (original delivery period) at the buyer's request or due to non-compliance with the payment terms as communicated on the sales order confirmation, then Anders Beton will take the following actions:

- a) A one-off delay of a maximum of two calendar weeks is accepted without consequence, the buyer receives a modified sales order confirmation with the new confirmed delivery week (second delivery period).
- b) If the second delivery period is again not respected, the buyer receives an advance invoice for the total value of the deferred goods and a modified sales order confirmation whereby the delivery period is again postponed by two calendar weeks (third delivery period) and the payment condition of the sales order confirmation is adjusted to prepayment.
- c) If the third delivery period is again not respected, Anders Beton will invoice a one-time storage cost of € 10 per tonne.

4. MODELS/SPECIFICATIONS

- 4.1 The dimensions, weights, quantities and other technical characteristics, along with the designs, sketches and plans on the website, sale price quotations, confirmations of sales orders, catalogues and brochures (this list is not exhaustive) are always provided by way of an approximation and can never give rise to any form of damage claim.
- 4.2 Anders Beton's concrete slatted floors always comply with the tolerances stated in the European standard EN12737. The tolerances may be greater than the European standard EN12737 for any of Anders Beton's other concrete products. These tolerances can be obtained on request.



4.3 Anders Beton retains the right to make changes to its goods that are considered useful for their proper functioning. The buyer cannot make any claim against Anders Beton on that basis, nor demand that the same changes be made to any goods that have already been ordered.

5. DELIVERY

5.1 Anders Beton makes every effort to respect the agreed delivery periods. However, a possible failure to deliver within these delivery periods can never give rise to the cancellation of the sale, nor to any compensation for damage at the cost of Anders Beton.

5.2 The delivery occurs in accordance with the applicable international standard for the rights and obligations of the buyer and seller in the international transportation of goods, specifically the Incoterms 2020®. Anders Beton applies the standard "EXW (Ex Works), specifying the location of one of our production sites", unless agreed otherwise in writing.

5.3 If the goods are delivered in instalments at the buyer's request, each shipment is invoiced separately, as are the extra transportation costs incurred in this context.

6. COMPLAINTS/RETURNS

6.1 The buyer is obliged to check the goods upon receipt, taking into account the relevant European standard and the specifications and processing instructions provided by Anders Beton. Complaints are only valid if they are made known to Anders Beton immediately, and at the latest within 5 working days of receipt of the goods, by e-mail and adequately supported by photos. The customer must always request a written confirmation of receipt of this e-mail from the Anders Beton employee in question. The goods in question must be kept available for possible observations by Anders Beton or its representative.

6.2 After the end of this period of 5 working days, no more complaints whatsoever will be accepted by Anders Beton and the customer is considered to have waived any right to make a claim related to the goods.

6.3 Anders Beton does not accept returns of goods. The buyer can submit a

written request for a return of goods. If Anders Beton is willing to offer a return order, it will provide the buyer with a quote for this.

7. PAYMENT/COLLECTION

7.1 All Anders Beton's invoices are sent by e-mail as standard, unless agreed otherwise.

7.2 Payment of Anders Beton's invoices must be made two weeks before delivery, unless agreed otherwise in writing.

7.3 Any costs connected to the payment are to be borne by the buyer. All taxes, charges, import duties and other impositions with respect to the goods are to be borne by the buyer and will be invoiced to the buyer.

7.4 For every invoice that is not paid in full on its expiry date, the buyer incurs the legal interest owed, by law and without prior notification, from the expiry date of the invoiced amounts that are paid late or unpaid. For the calculation of the legal interest owed, Anders Beton applies the 12-monthly EURIBOR rates + 3,50%.

7.5 In the event that any one invoice is not paid by the expiry date, all the other unexpired invoices will become immediately payable by law.

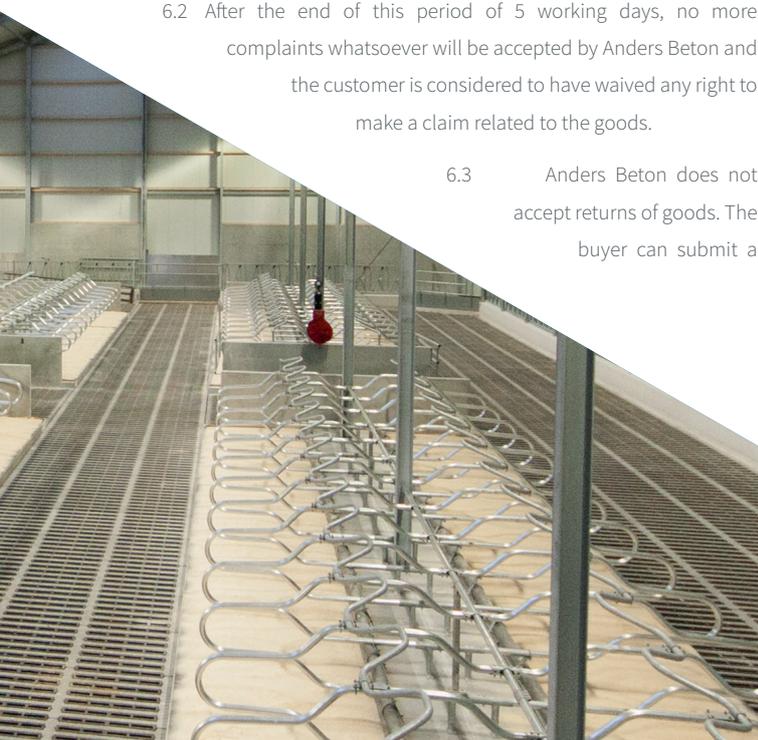
7.6 If the buyer defaults in full or in part on its payment obligations with regards to deliveries that have already been received, Anders Beton has the right to refuse or suspend further deliveries until the buyer has met all their obligations, including all the interest, compensation and (storage)costs owed as specified in these conditions of sale.

7.7 All costs that Anders Beton is obliged to incur in connection with the fulfilment of the sales agreement entered into with the buyer, including the costs connected to the collection of amounts receivable from the buyer with regard to these agreements, such as the costs of bills of exchange, warnings and objections, all costs in and out of court, such as the costs of lawyers and bailiffs, are to be borne fully by the defaulting buyer.

8. RETENTION OF TITLE/COLLATERAL

8.1 Until the price, including all incidental expenses, has been paid in full by the buyer, the goods shall remain the property of Anders Beton. The buyer is explicitly forbidden from processing the goods, making them immovable by incorporation, selling them on or transferring them in any way before the price has been paid in full.

8.2 The retention of title does not detract from the transfer of risks to the buyer as determined in article 5 of these conditions of sale. For the duration of retention of title, the buyer is responsible for conserving the goods supplied in good condition. Any loss



or damage is at the buyer's risk. The buyer is obliged to insure the goods at their own expense against all risks, and to conserve the goods in such a way that no mixing with other goods could possibly occur and the goods can always be recognised as the property of Anders Beton. Each payment by the buyer is first deducted from the invoices relating to goods used, processed or sold on by the buyer.

- 8.3 Anders Beton retains the right at all times, before making supplies or further supplies to the buyer, to demand sufficient collateral and guarantees as it believes necessary for the proper fulfilment of the buyer's payment obligations deriving from the sales agreements existing at that time. Anders Beton has the right to demand collateral without prior notification and irrespective of any repayment term that it may have granted to the buyer.

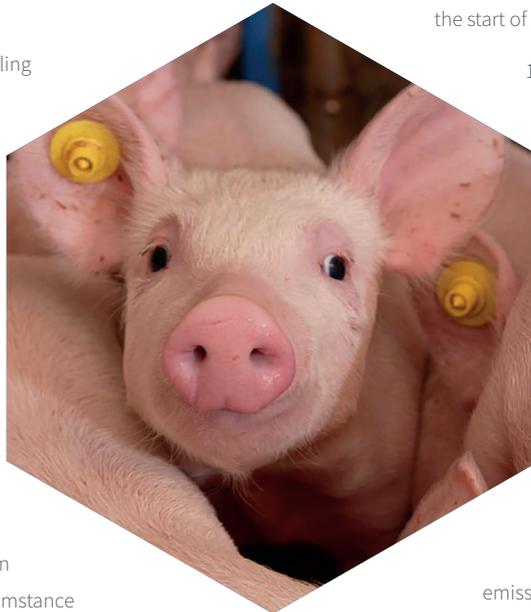
9. CANCELLATION AT THE BUYER'S EXPENSE

- 9.1 If the buyer fails to fulfil the sales agreement, the agreement will be legally terminated without notice of default, at the buyer's expense. In that case the buyer is obliged to compensate Anders Beton in full for all damage suffered and costs incurred, including consequential loss and loss of profits. The same applies in the event of the buyer's bankruptcy.

10. FORCE MAJEURE

- 10.1 If Anders Beton is prevented from fulfilling the sales agreement, fully or in part, as a result of force majeure, it is entitled either to suspend its implementation until the situation of force majeure has ceased to exist, or to terminate it due to the force majeure, as it sees fit. In either event, it is not obliged to pay any compensation for damage to the buyer.

- 10.2 In the context of this article, force majeure affecting Anders Beton shall be considered to mean any circumstance that cannot be attributed to the will or fault of Anders Beton according to the law or the attitudes current in society, which is the case in the following circumstances, for example, without this list being exhaustive; war, civil war, uprising, seizure of the goods, embargo, labour conflicts, strikes and lockouts, transport difficulties, difficulties with the supply of raw materials, limitations or difficulties with the energy supply, disruptions of business and machine breakdowns, import and/or export measures and limitations imposed by the government, serious



changes to the exchange rates, exceptional climate conditions such as snow and storms, fire, floods or other natural disasters, even if these circumstances occur with respect to Anders Beton's suppliers or subcontractors.

11. GUARANTEE/LIABILITY

- 11.1 Anders Beton's concrete products always comply with European standard EN12737 in terms of the requirements for concrete quality.
- 11.2 If the buyer can prove that within a period of 10 years after delivery that the concrete products did not comply with these requirements for concrete quality upon delivery (see 11.1), Anders Beton will make new concrete products available free of charge under the delivery conditions EXW (see Incoterms 2020®).
- 11.3 Anders Beton provides a 5 year guarantee on the rubbers of the ECO-Floor, to be calculated from the time of delivery. This guarantee provision merely entails that for rubbers with excessive wear and tear (more than 5 mm of wear occurring over more than 25% of the surface of the rubber) and/or with a break in the lateral connection of the rubber part within this 5 year period, Anders Beton will make new rubbers available free of charge under the delivery conditions EXW (see Incoterms 2020®). However a supply of new rubbers of this kind does not lead to the start of a new guarantee period.

- 11.4 Anders Beton provides a 2 year guarantee on the emission reduction valves of the ECO-Floor, to be calculated from the time of delivery. This guarantee provision merely entails that for synthetic emission reduction valves that break or whose flaps come loose from the valve during this 2 year period, Anders Beton will make new synthetic emission reduction valves available free of charge under the delivery conditions EXW (see Incoterms 2020®). However a supply of new synthetic emission reduction valves of this kind does not lead to the start of a new guarantee period.

- 11.5 Anders Beton provides a degressive 5 year guarantee on the rubber mats and the synthetic mats that are used on top of concrete slats, to be calculated from the time of delivery. This guarantee provision merely entails that for these mats used for cattle of up to 450 kg, with wear and tear that considerably impairs their functioning and that can be demonstrably attributed to a material or manufacturing defect, Anders Beton will supply new mats within this 5 year period at a price equal

to “the value of the mat when new, divided by 60 months and multiplied by the number of months that have passed since the supply”, under the delivery conditions EXW (see Incoterms 2020®). However a supply of new mats of this kind does not lead to the start of a new guarantee period. Typical effects of use are however excluded from this guarantee; this will be the case, for example, under the following circumstances, without this list being exhaustive: expansion of the mat, sporadic loss of fastening materials, partially worn surface profile, wear and tear on the underside and/or small tears.

11.6 On all other goods that are not covered by the provisions of articles 11.1 up to and including 11.5, Anders Beton grants a two-year guarantee from delivery.

11.7 Any liability that Anders Beton may have towards the customer is limited to the supply of new goods if Anders Beton is obliged to make such a supply on the basis of the aforementioned guarantee clauses. Under no circumstances is Anders Beton liable for indirect damage as the result of a proven error that can be attributed to it, such as but not limited to: loss of income, defamation, third-party claims etc. Neither is Anders Beton liable for direct consequential loss such as installation and expansion, disposing of materials etc. All guarantees and/or liability shall expire if the customer fails or has failed to comply with the processing instructions that apply to the materials supplied. The buyer acknowledges receipt of the instructions in question, full comprehension of these instructions and consent to them before making the purchase. Any liability borne by Anders Beton on the basis of an illegal act is in any case limited to the amount that is effectively paid out by the insurance company under Anders Beton’s active insurance policies with respect to this insurance claim.



12.2 It has issued a privacy statement for this purpose. Anders Beton’s privacy statement can be consulted at any time on Anders Beton’s website, <https://andersbeton.com>.

13. APPLICABLE LAW AND COMPETENT COURTS

13.1 All transactions and agreements between the buyer and Anders Beton, whatever country the buyer is established in, shall be exclusively subject to Belgian law, but with the explicit exclusion of the conditions of the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April 1980.

13.2 The Belgian courts and tribunals, and more specifically the courts of the legal district in which Anders Beton has established its registered office, are exclusively authorised to rule on any disputes that may arise between the buyer and Anders Beton as a result of any agreement or transaction whatsoever.

12. PROCESSING OF PERSONAL DATA

12.1 Anders Beton acknowledges that the processing of personal data is subject to the Belgian law of 8 December 1992 (hereinafter: the “Privacy Law”) and, from 25 May 2018 onwards, Regulation (EU) 2016/679 that replaces the Privacy Law. Anders Beton declares that it will comply with these privacy rules.