

1) GENERAL

Unless otherwise agreed in writing, these general terms and conditions are applicable to all offers and quotations drawn up by NV De Stoop (Eugène Bekaertlaan 14, 8790 Waregem, company number: 0414.933.435 - hereinafter "De Stoop"), to every agreement entered into between De Stoop and its customer ("Customer"), and to all invoices of De Stoop, regardless of whether the residence/head office of the Customer is located in Belgium or abroad, and regardless of whether the delivery is to be carried out in Belgium or abroad. In the event of contradiction between these general terms and conditions and any separate written agreement concluded between De Stoop and the Customer, the provisions of the separate written agreement shall prevail. By signing an offer and/or placing an order, the Customer accepts these general terms and conditions. Acceptance of these general terms and conditions also implies that the Customer fully waives the application of its own general (purchase) terms and conditions. In any case, the start of execution by De Stoop ensures that these general terms and conditions apply. These general terms and conditions are drawn up in Dutch and if for any purpose they are translated into a language other than Dutch, the Dutch version shall prevail in all cases. If any (part of a) provision of these general terms and conditions should be invalid or unenforceable, this shall not affect the validity and enforceability of the other provisions of these general terms and conditions. In such case, De Stoop and the Customer shall negotiate in good faith and replace the invalid or unenforceable provision with a legally valid and enforceable provision that is as close as possible to the purpose and purport of the original provision.

2) CONCLUSION OF CONTRACTS

2.1 Price quotations are valid for seven (7) calendar days from the date they were made, unless expressly stated otherwise.

2.2 An agreement is concluded after the Customer signs the offer. If communication is by e-mail, the agreement comes into effect only when De Stoop expressly grants the reservation requested by the Customer. In any case, an agreement is concluded by the delivery and invoicing of the goods.

3) PRICE AND PAYMENT

3.1 The order is invoiced at the prices and conditions stated in the signed quotation. Unless otherwise agreed in writing, prices are exclusive of VAT. Prices are based on the currently applicable values of wages and goods/articles/products. If these undergo changes, De Stoop reserves the right to charge for these changes. De Stoop is not obliged to honour an agreement at a stated price that is clearly based on a printing or writing error. If an invoice is not approved, it must be protested in writing by registered letter eight days after receipt.

3.2 Invoices expire eight days after the invoice date, if no other payment terms have been specified. Any sum (including V.A.T.) not paid on the due date will accrue interest by operation of law, without notice of default being required; this interest amounts to 12% per year, without prejudice to De Stoop's right to claim higher compensation. All collection costs shall be borne by the Customer. In the event of non-payment by the due date, a penalty of 15% on the principal amount, with a minimum of 50 euros, will also be payable on account of late payment.

3.3 De Stoop reserves the right to definitively cease or suspend any further activities for the Customer until such time as past due invoices have been paid and this with regard to the principal sum as well as interest and compensation clauses; cessation or suspension must not be notified in advance. Set-off by the Customer is expressly excluded.

3.4 De Stoop is entitled to request an advance payment for each execution of the agreement. This advance payment shall, unless stipulated otherwise in the pro forma invoice, be paid at the latest on the due date of the pro forma invoice provided by De Stoop. In case of non-payment of the agreed advance payment, the performance of the contract shall be immediately suspended, without De Stoop being obliged to send any notice of default. If the Customer remains in default of payment of the stipulated advance payments for more than eight days after a reminder by e-mail, De

Stoop shall be entitled to terminate the contract immediately and without further notice of default with compensation of 20% on the total price charged to the Customer.

4) DELIVERY AND COMPLAINTS

4.1 The agreed delivery periods are indicative unless otherwise agreed in writing. Any exceeding of the delivery period cannot give rise to any liability on the part of De Stoop, to dissolution of the agreement or to any form of compensation for damages. Changes to a placed order - if accepted by De Stoop - automatically mean that the proposed delivery period is extended.

4.2 The products to be delivered by De Stoop are perishable and the shelf life is largely dependent on the method of storage, over which De Stoop has no influence after delivery. The Customer must therefore examine the products (or have them examined) upon delivery. The Customer having complaints about the delivered products must, on penalty of forfeiture, notify De Stoop thereof immediately and in a motivated manner by e-mail and by registered mail, in any case within two hours after receipt of the products. After expiry of this period, no complaints will be accepted. If the Customer is of the opinion that the products cannot be used for their own purposes, they must immediately have an independent expertise carried out at their own expense, to which De Stoop shall be invited upon notification of the complaint. A counter-assessment may be carried out by De Stoop. De Stoop is authorised to replace the rightfully rejected goods by other goods, but is not obliged to do so. De Stoop may also deduct the rightfully rejected quantity from the quantity sold.

4.3 The goods travel at the Customer's risk. The risks of loss or destruction of the goods in transit shall be borne entirely by the Customer. Advances paid by the Customer remain acquired to compensate for possible losses on resale.

5) RETENTION OF TITLE

Delivered goods, or where appropriate goods still to be delivered, shall remain the property of De Stoop until paid for in full (including all incidentals that may be due). All risks are at the Customer's expense. The paid advances remain acquired by us as compensation for possible losses on resale. If the Customer processes and/or resells the goods belonging to De Stoop himself, he shall transfer to De Stoop all claims arising from this processing and/or resale. The Customer acknowledges that this clause was brought to his attention and accepted before delivery. The Customer undertakes not to alienate the goods as long as they are subject to this retention of title.

6) LIABILITY AND FORCE MAJEURE

6.1 De Stoop shall only be liable for direct damage as a result of its own deliberate fault, fraud or deceit. The liability of De Stoop is in any case always limited to a maximum of the value of the defective goods. This is the net amount, i.e. the product price excluding transport costs and tax, of the transaction from which the damage arose. All indirect damages, such as indirect, immaterial and consequential damages are excluded. The goods may not be returned without the prior written agreement of De Stoop, which agreement can never constitute an acknowledgement of any liability.

6.2 De Stoop shall not be liable for the non-performance of its essential commitments in case of force majeure. Force majeure means: unforeseeable events beyond the control of De Stoop, including but not limited to war, act of God, flood, explosion, fire, operating accidents, breakdown of machinery, bankruptcy of suppliers, lack of raw materials, riots, civil disturbances, riots, partial or general strike or lockout epidemic or similar situation qualified as such by the competent authorities or the adoption or introduction of laws or regulations in Belgium that prevent the affected party from fulfilling all or part of its obligations, such as, for example, "lockdown" measures taken by the government (or other competent authorities) to deal with a crisis. Force majeure shall in no case entitle the Customer to rescind the agreement or to any compensation. Force majeure on the part of the Customer is expressly excluded.

7) APPLICABLE LAW AND JURISDICTION CLAUSE

All agreements to which these general terms and conditions apply as well as all other agreements resulting therefrom shall be governed exclusively by Belgian law. All disputes between the Customer and De Stoop shall fall under the exclusive jurisdiction of the competent courts of the judicial district of Kortrijk.