



## **DRU INTERNATIONAL NV GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**

### **Article 1 – Applicability**

- 1.1 All contacts, offers, agreements and the execution thereof between DRU INTERNATIONAL NV and the customer are exclusively governed by the present general terms and conditions of sale.
- 1.2 If special conditions are mentioned in offers and/or other written documents drawn up by DRU INTERNATIONAL NV, these in any case concern the order in question only and cannot be invoked with any later orders. In case of contradiction, the special conditions take precedence to the present general terms and conditions.
- 1.3 By entering into the agreement, the customer declares to know and accept the present terms and conditions. Consequently, they are an integral part of the agreements of DRU INTERNATIONAL NV.
- 1.4 The applicability of the customer's conditions is expressly ruled out.
- 1.5 The nullity of one or more clauses of the present general terms and conditions does not prejudice the applicability of all other clauses.

### **Article 2 – Offers**

- 2.1 The offers of DRU INTERNATIONAL NV and the prices and delivery periods mentioned therein are entirely noncommittal and by no means oblige DRU INTERNATIONAL NV to accept an order.
- 2.2 Barring any stipulation to the contrary, the validity of DRU INTERNATIONAL NV's offers is limited to one (1) month after the sending date.
- 2.3 The indicated prices apply ex works and are always exclusive of VAT.
- 2.4 All orders via an intermediary only apply if confirmed directly and in writing by DRU INTERNATIONAL NV to the customer.
- 2.5 Designs, sketches, images, drawings and/or samples are only provided at the customer's express request and remain DRU INTERNATIONAL NV's property at all times. The customer is by no means allowed to reproduce these items or disclose or provide them to third parties.

### **Article 3 – Orders**

- 3.1 The agreement comes about if DRU INTERNATIONAL NV confirms the order in writing. Any changes or additions must be confirmed in writing by both parties.
- 3.2 All orders placed with DRU INTERNATIONAL NV on behalf of a third party, even if they need to be invoiced to the latter, will bind the orderer, who remains obliged to pay jointly and severally with the third party, if the latter were to default.
- 3.3 DRU INTERNATIONAL NV is entitled to refuse orders or attach certain conditions to the delivery, unless expressly stipulated otherwise.
- 3.4 All product information, pricing and order information are at all times subject to changes and corrections.
- 3.5 The implementation, in any form whatsoever, of a presented model exclusively takes place at the customer's risk. Consequently, DRU INTERNATIONAL NV rejects any responsibility with regard to civil prosecution for e.g. counterfeiting or copyright infringements. The customer is considered to have acquired the rights from the owner of the model or the copyright holder.
- 3.6 DRU INTERNATIONAL NV rejects any responsibility for damage to or loss of originals and items belonging to the customer and given into custody with DRU INTERNATIONAL NV. At the customer's express written request and expense, DRU INTERNATIONAL NV may have the risk covered by an insurance policy.
- 3.7 Drawings, templates, models, programmes, etc. that are required for the execution of orders received and that are manufactured by DRU INTERNATIONAL NV or at its instruction by a third party, always remain the exclusive property of DRU INTERNATIONAL NV.
- 3.8 DRU INTERNATIONAL NV reserves the right to affix its mark, trademark or company name to any items it must deliver, as well as mention its customers' names digitally or in writing for commercial and promotional purposes, including – but not limited to – on its web site and in documents drawn up by DRU INTERNATIONAL NV.
- 3.9 DRU INTERNATIONAL NV reserves the right to change its prices in the event of changes to factors that may influence the price, including – but not limited – exchange differences, government measures, import and export duties, insurance premiums, price increases concerning raw materials, wages, energy, taxes or other charges. The customer will be informed of such price adjustments.



#### **Article 4 – Delivery period**

- 4.1 The indicated delivery periods are entirely noncommittal and merely indicative. DRU INTERNATIONAL NV is not bound by these delivery periods, but will try to honour these to the best of its abilities.
- 4.2 The delivery period agreed on will commence when DRU INTERNATIONAL NV possesses all the necessary details to execute the order.
- 4.3 Any exceedance of the anticipated delivery period by no means entitles the customer to a compensation nor to the dissolution or termination of the agreement.
- 4.4 Changes to the order automatically make the anticipated presumable delivery periods null and void.

#### **Article 5 – Deliveries**

- 5.1 The goods are sold and delivered ex works.
- 5.2 The customer exclusively bears all costs, risks and responsibility related to the reception and unloading of the goods, and any related actions. DRU INTERNATIONAL NV is by no means responsible or liable for any variances after shipment, including – by way of example only – transport damage or damage due to climatological changes.

#### **Article 6 – Use**

- 6.1 The customer must always use the goods in accordance with the rules of good practice and in compliance with their normal use, taking into account their properties and quality.
- 6.2 If the customer resells the goods, he must inform the buyer in such a manner that the latter will also use the goods as described in the previous paragraph.

#### **Article 7 – Complaints**

- 7.1 In order to be valid, any complaints concerning the goods must be filed with DRU INTERNATIONAL NV by means of a registered letter and properly described/substantiated within ten (10) workdays after the goods' sending date, if the delivery is made ex works, or respectively after the date on which the customer signs the delivery note, if DRU takes care of the delivery.
- 7.2 DRU INTERNATIONAL NV's liability is always limited to the replacement of the defective goods or the reimbursement of the value of the defective goods, at its discretion. DRU INTERNATIONAL NV cannot be held liable for any other direct or indirect damage.
- 7.3 Complaints do not entitle the customer to suspend (a part of) the payment. Any settlement or set-off by the customer are expressly ruled out.
- 7.4 Any claim for indemnification will be null and void in the event of processing, change, resale or repair by the customer or by a third party.

#### **Article 8 – Indemnification for latent defects**

- 8.1 Barring any stipulation to the contrary, DRU INTERNATIONAL NV rejects any liability and indemnification for latent defects.
- 8.2 In the event of a clause to the contrary pursuant to article 8.1, the present clause 8.2 applies. The customer must prove that the legal requirements regarding indemnification for latent defects have been met. The short period pursuant to article 1648 of the Civil Code is 3 months after the date on which the goods leave, if the delivery is made "ex works", or respectively after the date on which the customer signs the delivery note, if DRU takes care of the delivery. Any claim for indemnification will be null and void in the event of processing, change, resale or repair by the customer or by a third party. The customer cannot invoke (indemnification for) latent defects to postpone or suspend his payment obligations.



#### **Article 9 – Invoicing – prices – payments**

- 9.1 Barring any stipulation to the contrary, all indicated prices are exclusive of VAT.
- 9.2 DRU INTERNATIONAL NV reserves the right to change its prices in the event of changes to factors that may influence the price, including – but not limited to – exchange differences, government measures, import and export duties, insurance premiums, price increases concerning raw materials, wages, energy, taxes or other charges.
- 9.3 Barring any stipulation to the contrary, the invoices are payable net within 30 days after the invoice date, to the registered office of DRU INTERNATIONAL NV. A first delivery to a new customer is always paid in cash prior to the start of production.
- 9.4 In the event of late payment, a 10% interest will be owed annually, by operation of law and without any prior notice of default, in addition to a lump sum compensation of 10% of the invoice amount with a minimum of 100 euros, without this compensation prejudicing DRU INTERNATIONAL NV's right to claim the damage actually incurred. The non-payment of a single invoice on the expiry date will make the amount owed for all other invoices, even non-expired ones, claimable by operation of law and immediately.
- 9.5 Cheques and bills of exchange only apply as payment after their redemption. The drawing and/or accepting of bills of exchange or other tradable notes does not imply novation and is not a deviation from the present terms and conditions of sale.
- 9.6 The unconditional payment of a part of an invoice implies acceptance of the complete invoice.
- 9.7 If DRU INTERNATIONAL NV accepts instalments, these will always apply with all the proper reserves and without any prejudicial acknowledgement. The instalments are prioritarily imputed to the legal costs, then to the interest amount, afterwards to the compensation and finally to the principal amount.
- 9.8 In order to be valid, any complaints concerning the invoice must be filed with DRU INTERNATIONAL NV by means of a registered letter and properly described/substantiated within fourteen (14) days after the invoice date. Complaints do not entitle the customer to suspend (a part of) the payment. Any settlement or set-off by the customer is expressly ruled out.
- 9.9 If DRU INTERNATIONAL NV fears that the customer will not be able to fulfil his obligations or will not be able to fulfil them in time or if it has doubts about the customer's creditworthiness, it is entitled to demand an advance payment or any other suitable guarantee from the customer. If the customer refuses to comply, DRU INTERNATIONAL NV reserves the right to cancel the order entirely or partially, even if the goods were already entirely or partially sent, delivered or paid, without the customer being entitled to reimbursement.
- 9.10 If the customer fails to fulfil his payment obligations in time, DRU INTERNATIONAL NV is entitled to suspend any further orders and/or deliveries on account of any agreement whatsoever, until the principal amount, interests and costs of the outstanding invoices are paid in full by the customer.
- 9.11 Any payment from the customer will be imputed to the oldest outstanding invoice (principal amount, interests and costs), regardless of what the customer mentions with his payment.

#### **Article 10 – Customer's insolvency**

- 10.1 If the customer's insolvency is feared, including – but not limited to – an application pursuant to the Belgian Business Continuity Act (WCO), bankruptcy or an (even not officially established) suspension of payment, DRU INTERNATIONAL NV reserves the right to make any outstanding invoices and even non-expired invoices immediately claimable and to cancel any orders already placed, without the customer being entitled to a compensation or reimbursement.

#### **Article 11 – Retention of title**

- 11.1 As long as the customer has not paid the price in full, definitively and unconditionally, DRU INTERNATIONAL NV retains full title to the goods and the title will not pass to the customer. However, all risks are at the customer's expense.
- 11.2 As long as the retention of title applies, the customer is expressly prohibited from renting out, lending out, pledging or encumbering the goods in any other manner by awarding rights to a third party.
- 11.3 In the event of payment by means of cheque, the title will only be transferred after the full amount has been definitively received.



11.4 In any case, the advances paid will remain definitively acquired by DRU INTERNATIONAL NV as compensation for any losses in the event of resale. The customer undertakes to show these terms and conditions of sale to anyone who would claim the goods that have not yet been fully paid and to any public official (e.g. a bailiff) who wants to seize the goods.

#### **Article 12 – Dissolution due to the customer’s non-performance**

12.1 If the customer fails to fulfil his obligations and/or fails to fulfil his obligations in time, including his payment obligations, DRU INTERNATIONAL NV is entitled to dissolve the agreement entirely or partially without any prior notice of default and out of court, at the customer’s expense and by means of a simple registered letter.

12.2 In the event of dissolution pursuant to article 12.1, the customer will owe a compensation of 35% of the price, exclusive of VAT, on standard goods and 80% of the price, exclusive of VAT, for custom-made goods, without prejudice to DRU INTERNATIONAL NV’s right to claim compensation for the damage actually incurred.

12.3 In the event of dissolution pursuant to article 12.1, DRU INTERNATIONAL NV is entitled to cancel any orders that have not yet been delivered or to suspend the execution thereof.

#### **Article 13 – Force majeure**

13.1 Force majeure is understood to mean any situation that prevents the execution of the agreement either entirely or partially, either permanently or temporarily, due to circumstances beyond DRU INTERNATIONAL NV’s control and/or influence, even when the force majeure does not result in the complete impossibility to execute the agreement, and regardless of whether these circumstances were foreseeable when entering into the agreement.

13.2 The following are conventionally considered cases of force majeure by way of example only and not exhaustively: war, natural disasters, strike or lock-out, factory sit-in, personnel sickness, business interruptions, fire, flood, seizure, embargo, shortage of transport means, transport disruptions, general scarcity of raw materials or goods, energy consumption restrictions, delayed or non-forthcoming deliveries from suppliers, and generally any abnormal and unforeseen circumstances that significantly disrupt the contractual balance, and regardless of whether the force majeure occurs at DRU INTERNATIONAL NV or one of its suppliers.

13.3 If DRU INTERNATIONAL NV is unable to execute the agreement as a result of force majeure, it has the choice of suspending its obligations for as long as the force majeure lasts or to cancel the agreement, by means of a simple registered letter mentioning the reason of the force majeure. In case of force majeure, DRU INTERNATIONAL NV by no means owes a compensation to the customer.

#### **Article 14 – Applicable law – competent courts**

14.1 The agreements signed and to be signed pursuant to the present terms and conditions are executed at DRU INTERNATIONAL NV’s registered office.

14.2 Belgian law exclusively applies to agreements signed and to be signed pursuant to the present terms and conditions.

14.3 The courts of Antwerp, Turnhout division, have exclusive jurisdiction with regard to any disputes about the agreements signed and to be signed pursuant to the present terms and conditions, without prejudice to DRU INTERNATIONAL NV’s right to determine the competent court pursuant to article 624 of the Judicial Code.