

GENERAL TERMS OF SALE AND DELIVERY OF ALUMINIUM DUFFEL B.V.

Art 1 Validity

A sales agreement ("Agreement") with a buyer (the "Buyer") is valid only after written confirmation of the signed order by Aluminium Duffel BV. (the "Seller") and, where applicable, the confirmation of the cover by the credit insurer of the Seller. Agreements are ruled solely by these General Terms of Sale and Delivery ("GTSD"), except if otherwise agreed upon by the Parties in writing. By placing an order, the Buyer accepts these general terms of sale and delivery as binding and he will renounce his own conditions. They shall only be incorporated into the Agreement if and to the extent the Parties have expressly agreed in writing to their application. Should any provision of these GTSD be invalid, this shall not affect the validity of the remaining provisions thereof. This invalid provision shall be replaced by a valid provision that reflects the intention of the Parties with this provision to the largest extent possible.

Art 2 Deliveries

The goods are delivered at the time and in the quantities as stated in the Agreement. Deliveries are made C.I.P. (Inco Terms 2020), packing included, unless otherwise agreed upon in writing.

Art 3 Prices

Unless otherwise specified, the Seller's prices are excl. of VAT. The Seller reserves the right to announce general price increases and include surcharges to the price of goods, predicated on the cost of raw materials, labor costs, energy costs, and exchange costs.

Art 4 Assignment

Agreements cannot be assigned by the Buyer unless the Seller has given his permission in writing.

Art 5 Dies

Dies remain at all times the property of the Seller who reserves the right to destroy one or other die if orders which require the use of these dies have not been taken down during a period of 24 months.

Art 6 Period of delivery

Except when agreed upon in writing, the period of delivery is only stipulated as an indication and the non-observance thereof does not give the Buyer any right of recourse.

Art 7 Transfer of Title and Risk of Loss

The sold goods shall remain the property of the Seller until full payment of the sale price in principal and accessories. Prior to that, the Buyer shall allow the Seller's employees or agents to enter the Buyer's premises at any time to recover the goods. The non-payment of any of the amounts due on the due date may result in the retrieval of the goods. Until full payment has been made, the Buyer may not sell, pledge or offer the goods as security or collateral. In case of resale, the Seller retains the possibility to claim the sum corresponding to the value of the resold goods. The retention of title shall be transferred to the resale price. The retention of title shall also extend to the full value of the goods arising as a result of the processing or mixing of the goods. If the goods (or a part thereof) are processed or converted into a new good, whether or not by mixing with any other good or object and in any proportion whatsoever, the processing or conversion shall be deemed to have taken place for the account of the Seller and the Seller shall have the full legal and economic ownership of the new good in accordance with what is stipulated in Article 70 of the Belgian Pledge Act, but without accepting any liability towards third parties in respect of these converted goods, and the Buyer shall indemnify the Seller in this respect.

Once the goods have been delivered, the Buyer shall bear all risks, including force majeure and destruction, and the burden of custody.

Art 8 Force majeure

War, strikes, lock-outs, bad weather and all possible causes owing to circumstances beyond the Seller's reasonable control which prevent or interfere with the receipt of raw materials and of fuels, the normal production, the forwarding or the transport of goods, s, are considered as cases of force majeure and relieve the seller of responsibility for not complying with his contractual obligations as a result of these causes. An independent decision of the credit insurer of the Seller to cancel or reduce the cover of the Buyer will likewise be regarded as a case of force majeure and authorizes the Seller to consider the Agreement between Parties as terminated and releases the Seller of the liability for not observing the contractual obligations in accordance with such cancellation or reduction. In an event of force majeure, performances of the Parties' obligations under the Agreement shall be suspended for the duration of the delay caused by the event of force majeure without any penalties or damage due. If the conditions of force majeure prevail for more than two (2) months and the parties have been unable to reach an equitable solution, either party shall have the right to terminate the Agreement by simple written notice, without prior court intervention.

Art 9 Hardship

In the event of unforeseen circumstances that fundamentally alter the equilibrium of the Agreement resulting an excessive burden being placed on a Party, such as but not limited to import/export restrictions, shortage of raw materials, increase of electricity prices resulting in an obligation to temporary close factories or production lines, such Party shall be entitled to request a renegotiation or termination of the Agreement. Such request shall be notified to the other Party in writing, together with a description of said circumstances. After receipt of such request, the Parties agree to organize a renegotiation meeting. During the renegotiation meeting, the Parties shall discuss in good faith in order to find a reasonable amicable solution. If the Parties fail to reach an amicable solution within three (3) weeks as from the hardship notification, either Party shall be entitled to request the competent court to modify or terminate the Agreement in accordance with Art. 5:74 of the (new) Belgian Civil Code. During the renegotiation period, the Parties' obligations (except for payment obligations) shall be suspended until the Parties have reached an amicable solution or such solution has been imposed by the court. Notwithstanding the foregoing, each Party shall at all times use its best efforts to perform or fulfill its obligations as agreed upon in the Agreement.

Art 10 Guarantee

The Seller makes no warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed. For the visible as well as the hidden defects which are determined after the delivery of the goods, the Seller is only liable to replace the rejected goods at his own expense. This is the Buyer's sole remedy. The Seller is not obliged to provide any other compensation. In any case, no claim for damages for non-conforming goods shall be permitted unless the Buyer provides the Seller with written notice of claim within 60 days of the date goods were delivered to the Buyer. To assert a claim, the Buyer must (a) at Seller's request return to the Seller 100% or, if agreed by the Seller, a lesser percentage of the goods claimed to be non-conforming and (b) provide reasonable evidence to support the claim including, if requested by the Seller, results of surveys, evaluations and investigations performed by the Buyer or the Buyer's customer. No results from such surveys, evaluations, or investigations, or similar assessments, shall be binding upon Seller.

Art 11 Liabilities

If the Buyer suffers losses for which the Seller is liable because of the observance or non-observance of the Agreement, the liability of the Seller is limited to one time the value of the goods in respect of which the damage has occurred. Liability of the Seller is excluded for any indirect damage, such as, but not limited to business interruption, loss of profit or revenue, loss of business, pure financial losses, or loss of goodwill. The limitation of liability mentioned above shall however not apply in the event of fraud or willful misconduct by the Seller, or for damage arising from death or personal injury for which the Seller is responsible.

Art 12 Terms of settlement

Each late payment will yield an interest of 1.5 % per month without proof of default being required. In case of late payment of one invoice, without prejudice to the Seller's right to claim damages, all other outstanding invoices fall due immediately. On no account will the Buyer be entitled to set-off the invoice amounts of the seller and the claims the buyer might file against the seller. Each non-payment of an invoice upon maturity gives the Seller the right to temporarily suspend its obligation to deliver, until all overdue invoices have been settled. The Seller shall be entitled to suspend the delivery of the goods if it becomes aware of circumstances that reasonably indicate that the buyer is suffering financial difficulties until provided with additional securities from the Buyer.

Art 13 Invoices

Unless otherwise agreed, invoices are payable within 30 calendar days as from the date of the invoice. An invoice dispute has to be notified by the Buyer to Seller within 8 working days after receipt of the invoice. Invoices, which are being transferred electronically to the buyer, are also accepted by the buyer as a legal reproduction of the agreement and cannot be disputed longer than 8 working days after receipt.

Art 14 Termination

Either Party may terminate an Agreement, effective immediately without prior court intervention, by giving notice in writing without liability to the other Party if the other Party is in material breach of the Agreement or these GTSD and, if such breach is remediable, such breach has not been remedied within 30 calendar days of written notice to that effect. Either Party may terminate an Agreement without liability and with immediate effect without prior court intervention, by serving a written notice on the other Party if such party becomes insolvent or bankrupt, is placed into administration, receivership, or liquidation, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, or on the occurrence of any similar event according to the laws of its domicile.

Art 15 Applicable laws and authorized jurisdiction

All issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of these GTSD or an Agreement shall be governed by and construed in accordance with Belgian law, and no effect shall be given to any other choice-of-laws rules or provisions (Belgian, foreign or international, including the UN Convention on the Contracts for the International Sale of Goods (if applicable)), that would cause the laws of any other jurisdiction to be applicable.

All disputes concerning the validity, interpretation, enforcement, performance, and termination of these GTSD or an Agreement, shall be submitted to the exclusive jurisdiction of the courts of Mechelen (Malines), Belgium.

Annex

FOR GOODS DELIVERED TO THE PURCHASER IN GERMANY, THE FOLLOWING CLAUSE SHALL APPLY:

Bis zur vollen Bezahlung sämtlicher, auch der zukünftigen Forderungen des Verkäufers gegen den Käufer, gleich aus welchem Rechtsgrund, insbesondere auch der Saldoforderung aus laufender Rechnung, sowie bis zur Einlösung der dafür hingegebenen Wechsel und Schecks, bleibt die Ware Eigentum des Verkäufers. Ein Eigentumsvererb des Käufers gem. § 950 BGB im Falle der Be- oder Verarbeitung der Vorbehaltsware zu einer neuen Sache ist ausgeschlossen. Be- und Verarbeitung der Vorbehaltsware erfolgen durch den Käufer für den Verkäufer.

Bei Verarbeitung mit anderen, nicht dem Verkäufer gehörenden Waren durch den Käufer steht dem Verkäufer das Miteigentum an der neuen Sache zu im Verhältnis des Rechnungswertes der Vorbehaltsware zu den Rechnungswerten der anderen verarbeiteten Waren. Erwirbt im Falle der Verbindung oder Vermischung der Vorbehaltsware mit anderen Waren der Käufer das Alleineigentum nach §§ 947 Abs. 2, 948 BGB, so wird bereits jetzt vereinbart, dass das Eigentumsrecht des Käufers an der einheitlichen Sache bzw. an dem vermischten Bestand im Verhältnis des Rechnungswertes der Vorbehaltsware zu den Rechnungswerten der anderen enthaltenen Waren auf den Verkäufer übergeht und dass der Käufer diese Sachen unentgeltlich für den Verkäufer verwahrt. Für die aus der Verarbeitung, Verbindung oder Vermischung entstehenden Sachen gilt sonst das gleiche wie bei Vorbehaltsware. Sie gelten als Vorbehaltsware im Sinne dieser Bedingungen.

Der Käufer darf die Vorbehaltsware nur im Rahmen seines ordnungsgemäßen Geschäftsbetriebes veräußern. Er ist zur Weiterveräußerung der Vorbehaltsware nur mit der Maßgabe berechtigt und ermächtigt, dass die Forderungen aus der Weiterveräußerung, wie nachfolgend vorgesehen, auf den Verkäufer übergehen. Zu anderen Verfügungen über die Vorbehaltsware ist der Käufer nicht berechtigt. Insbesondere darf er die Vorbehaltsware nicht verpfänden oder zur Sicherheit übergreifen.

Die Forderungen des Käufers aus dem Weiterverkauf der Vorbehaltsware werden bereits jetzt an den Verkäufer abgetreten, und zwar gleich, ob die Vorbehaltsware ohne oder nach Verarbeitung, Vermischung oder Verbindung und ob sie an einen oder mehrere Abnehmer verkauft wird.

Wird die Vorbehaltsware vom Käufer zusammen mit anderen, nicht dem Verkäufer gehörenden Waren verkauft oder wird die Vorbehaltsware nach Verarbeitung, Verbindung oder Vermischung mit dem Verkäufer nicht gehörenden Waren verkauft, so gilt die Abtretung der Kaufpreisforderung nur in Höhe des Rechnungswertes der Vorbehaltsware, die mit den anderen Waren Gegenstand dieses Kaufvertrages oder Teil des Kaufgegenstandes ist.

Wird die Vorbehaltsware vom Käufer zur Erfüllung eines Werk- oder Werklieferungsvertrages verwandt, so wird die Forderung aus dem Werk- oder Werklieferungsvertrag im gleichen Umfang im voraus an den Verkäufer abgetreten, wie es in Absatz 5 und 6 bestimmt ist. Pfändungen und andere Eingriffe Dritter, durch welche die auf dem Eigentumsverhalt beruhenden Rechte des Verkäufers beeinträchtigt werden, hat der Käufer dem Verkäufer unverzüglich mitzuteilen.

Der Käufer hat die Vorbehaltsware gegen Feuer und Diebstahl zu versichern und dies dem Verkäufer auf Verlangen nachzuweisen. Der Käufer tritt seine eventuellen Versicherungsansprüche wegen Beschädigung, Zerstörung oder Diebstahls der Vorbehaltsware bereits jetzt an den Verkäufer ab, allerdings im Falle der Verarbeitung, Verbindung, Vermischung mit fremder Ware nur in Höhe des Eigentumsanteils des Verkäufers an der Vorbehaltsware.

Der Käufer ist ermächtigt, die abgetretenen Forderungen bis auf jedezeitigen Widerruf einzuziehen. Zur Abtretung dieser Forderungen ist er nicht befugt. Der Verkäufer wird von dem Widerrufsrecht keinen Gebrauch machen, solange der Käufer seinen Zahlungsverpflichtungen ordnungsgemäß nachkommt. Auf Verlangen des Verkäufers hat der Käufer seine Abnehmer von der Abtretung an den Verkäufer zu unterrichten und dem Verkäufer die zur Einziehung der Forderungen erforderlichen Auskünfte und Unterlagen zu geben.

Die Berechtigung des Käufers zur Verarbeitung, Verbindung, Vermischung oder Veräußerung von Vorbehaltsware sowie die Ermächtigung zur Einziehung der abgetretenen Forderungen erlöschen in jedem Falle mit der Zahlungseinstellung des Käufers.

Der Verkäufer verpflichtet sich, die ihm nach den vorstehenden Bestimmungen zustehenden Sicherheiten auf Verlangen des Käufers insoweit freizugeben, als ihr Wert die zu sichernden Forderungen um mehr als 20% übersteigt. Es bleibt der Wahl des Verkäufers vorbehalten, welche Sicherheiten er freigeben will. Soweit die vorstehenden Bedingungen über den Eigentumsverhalt mit den übrigen Geschäftsbedingungen des Verkäufers nicht in Einklang stehen, gelten ausschließlich die vorstehenden Bedingungen. Sollte eine der vorstehenden Bestimmungen nichtig sein, so wird die Gültigkeit der übrigen Bestimmungen hiervon nicht berührt.

FOR GOODS DELIVERED TO THE PURCHASER IN THE UK AND OTHER COUNTRIES WORLDWIDE, THE FOLLOWING CLAUSE SHALL APPLY:

The title in the goods shall pass to the Buyer only when payment in full has been received by the Seller for all goods whatsoever supplied (and all services rendered) at any time by the Seller to the Buyer. The Buyer shall permit the servants or agents of the Seller to enter on to the Buyer's premises and repossess the goods at any time prior thereto. As long as payment has not been effected the Buyer cannot sell, pledge or offer goods as guarantee or collateral security.

Should the goods (or any of them) be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Seller and the Seller shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party, and the Buyer hereby indemnifies the Seller in relation thereto. In the case of non-payment at the due date and upon demand the Buyer must return forthwith to the Seller all merchandise unpaid for.