

# ACAL BFI BELGIUM NV GENERAL TERMS AND CONDITIONS

Unless expressly stipulated otherwise in writing, the works, offers and sales by ACAL BFI Belgium NV shall take place under the terms and conditions as set out below. Subject to special stipulations, these terms and conditions also apply to repairs.

## 1 ESTABLISHMENT OF THE AGREEMENT

- 1.1 Offers made by ACAL BFI Belgium NV are always without obligation. An order may only be considered accepted if it has been confirmed in writing by ACAL BFI Belgium NV. This also applies to all amendments made to a transaction.
- 1.2 The delegates, agents or representatives of ACAL BFI Belgium NV are not its trustees. The commitments and acceptances that they make or provide are only binding on ACAL BFI Belgium NV after written confirmation from the latter.
- 1.3 If the acceptance by the customer of an offer made by ACAL BFI Belgium NV deviates on any point from the offer, an Agreement shall only be concluded when ACAL BFI Belgium NV accepts the deviation in writing and thereby confirms the conclusion and content of the Agreement by means of an Order Confirmation.

## 2 DELIVERIES AND ORDERS

- 2.1 Deliveries shall include only the equipment described in the specifications. Information on performance shall only be provided on an approximate basis and without warranty; under no circumstances may it give rise to complaints, price reductions or any other form of compensation.
- 2.2 The costs of dismantling and inspection of equipment with a view to drawing up specifications for repairs shall be borne by the customer. The specifications from ACAL BFI Belgium NV are drawn up without obligation.
- 2.3 Goods or any part thereof delivered by ACAL BFI Belgium NV may only be returned to ACAL BFI Belgium NV, for any reason whatsoever, after prior written consent and then only in accordance with the shipping instructions given by ACAL BFI Belgium NV to the customer.
- 2.4 In the event that the customer does not accept a delivery provided by ACAL BFI Belgium NV or if the customer has indicated that he/she will not accept the delivery, ACAL BFI Belgium NV is nevertheless entitled to charge the customer for the goods in question and ACAL BFI Belgium NV is also entitled to store these goods or have them stored at its own discretion and at the customer's expense and risk for as long as this seems reasonable to ACAL BFI Belgium NV, without prejudice to all other rights granted to it by law in connection with non-compliance by the customer.

## 3 INTELLECTUAL PROPERTY RIGHTS

- 3.1 Studies, drawings, plans, diagrams, drafts and documents of any kind handed over or sent to the customer by ACAL BFI Belgium NV remain the full property of ACAL BFI Belgium NV and must be considered confidential. They may not be communicated, reproduced or exported without the written consent of ACAL BFI Belgium NV. The provision of such documents shall be made by way of information and without any obligation. ACAL BFI Belgium NV can never be held liable for this.

## 4 DELIVERY & DELIVERY TERMS

- 4.1 Delivery terms are never strictly binding and are only given by way of information. If a delivery term is exceeded, it does not entitle the customer to cancel his/her order or request dissolution of the agreement, and it does not give rise to any compensation for damages.
- 4.2 The delivery terms commence on the date of the written confirmation of the agreement. The delivery terms depend on the fulfilment of the customer's obligations and lapse if the information or documents to be provided by the customer are not received on time, if changes are made during the execution of the agreement or if the payment terms are not respected.
- 4.3 ACAL BFI Belgium NV is entitled to deliver the goods to be delivered in parts and to charge separately for these parts.
- 4.4 Since the purchase, production, assembly and transport of the goods ordered and of the materials, raw materials and semi-finished products incorporated therein may involve unexpected situations over which ACAL BFI Belgium NV has no influence in its opinion and in all fairness, ACAL BFI Belgium NV has the right to extend the verified delivery terms at any time by a maximum of four weeks. ACAL BFI Belgium NV shall send a confirmation to this effect before the end of the verified delivery term, stating the new verified delivery term(s).
- 4.5 If, at the request of the customer, the Parties have agreed that deliveries must take place on a specific day and it has been made known in writing before or at the conclusion of the agreement that later delivery is not acceptable, ACAL BFI Belgium NV shall not be in default with regard to exceeding these agreed delivery terms until it has been declared in default in writing and it has been offered a reasonable time within which to still deliver. In determining the reasonable term, account must be taken in any event, but not exclusively, of the currently applicable delivery terms and production lead times, the duration of any transportation required and the availability of raw materials and building materials.

## 5 PRICES

- 5.1 The prices quoted by ACAL BFI Belgium NV are based on the exchange rate stated on the reverse side or, if no exchange rate is stated, on the official exchange rate on the day of the offer. ACAL BFI Belgium NV reserves the right to calculate the final price on the basis of the rate applicable at the time of delivery. The prices quoted are net prices for packaged equipment in its factories or warehouses.
- 5.2 All rights, insurances, assembly costs, commissioning and adjustment of the equipment, as well as all current or future levies, are not included in the price, unless stipulated otherwise in writing, and are at the customer's expense. In the event that all or part of the duties, levies and costs are included in the price, any increase or decrease of these elements will be charged to the customer or will be to the benefit of the customer.
- 5.3 ACAL BFI Belgium NV may charge a fee to be determined by ACAL BFI Belgium NV as a contribution to administrative and logistic costs for

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orders not exceeding an amount to be determined by ACAL BFI Belgium NV.

## 6 SHIPPING, TRANSPORT, INSURANCE

- 6.1 All transport, customs and goods handling are at the expense and risk of the customer, who must check the shipments on arrival and, if necessary, recover damage from the carriers, even if the shipment was free of charge.
- 6.2 The customer undertakes to collect the equipment no later than 8 days after it has been made available. After this period, the equipment will be stored and, if necessary, handled at the expense and risk of the customer.
- 6.3 The customer is responsible for obtaining any permits, concessions, licences, consents, etc. that are necessary for ACAL BFI Belgium NV to properly fulfil all its obligations arising from the Agreement, at his/her own expense.

## 7 ASSEMBLY, COMMISSIONING

- 7.1 ACAL BFI Belgium NV can only be held liable for the proper functioning of the equipment if the assembly, commissioning and adjustment have been entrusted to ACAL BFI Belgium NV and have been carried out by ACAL BFI Belgium NV.
- 7.2 If ACAL BFI Belgium NV carries out the assembly for a lump sum, all additional costs resulting from loss of time through no fault of ACAL BFI Belgium NV shall be charged to the customer as a surcharge on the price.

## 8 RECEIPT, ACCEPTANCE

- 8.1 Concerning delivery, the customer must accept delivery of the equipment in the factories or warehouses of ACAL BFI Belgium NV. By signing the shipping/delivery note, the customer declares to accept the equipment.
- 8.2 In order to be valid, any complaint must be made upon receipt of the equipment and confirmed in writing to ACAL BFI Belgium NV within 24 hours of the equipment being made available.
- 8.3 Insofar as testing, sampling or inspection (hereinafter: 'Acceptance Test') has been agreed with regard to a delivery and a defect is found in the process, the notification of that defect must be promptly submitted. If no defect has been reported immediately after the Acceptance Test, the delivery shall be deemed to be in accordance with the customer's justified expectations.

## 9 BLANKET ORDERS

- 9.1 The Parties may agree that the customer will purchase a specific quantity within a specific term and that the customer will purchase this quantity in more than one separate delivery, according to a specific blanket order schedule. This agreement is hereinafter referred to as a 'blanket order'. In that event, ACAL BFI Belgium NV has the right to invoice the individual deliveries referred to above separately.
- 9.2 If a blanket order has been agreed, ACAL BFI Belgium NV shall offer the separate partial deliveries on the agreed delivery dates without any action on the part of the customer needed.

9.3 After a blanket order has been agreed, the Parties may agree that a specific delivery term under the blanket order schedule may be deviated from, with due observance of the following paragraphs of this article.

9.4 An amendment to the blanket order schedule shall only take effect after the amended delivery dates of the partial deliveries concerned have been confirmed in writing by ACAL BFI Belgium NV to the customer.

9.5 If, as a result of an agreed amendment in the blanket order schedule, ACAL BFI Belgium NV is required to keep goods in stock for longer than would have been the case had the original blanket order schedule been followed, ACAL BFI Belgium NV shall keep these goods at the customer's expense and risk.

9.6 If the Parties agree on a new delivery date for a specific partial delivery of a blanket order, the other agreed delivery dates for partial deliveries shall remain unchanged, i.e. they will not automatically shift. A newly agreed delivery date for a partial delivery cannot be later than the originally agreed delivery date of the last partial delivery of the blanket order.

9.7 A blanket order may only be terminated prematurely with the consent of both Parties. If the agreed price was based on the purchase of a specific volume and if a higher price would have been charged for the final purchase of a lower volume, the customer is in any event obliged to pay the difference.

## 10 SPARE PARTS

- 10.1 ACAL BFI Belgium NV cannot be obliged to supply spare parts for delivered goods after expiry of the agreed guarantee period.
- 10.2 If spare parts are supplied or installed by ACAL BFI Belgium NV to repair a defect, the guarantee period for these spare parts shall not start anew. The guarantee period for the original delivery remains unchanged.
- 10.3 Insofar as ACAL BFI Belgium NV is obliged by law or agreement to supply spare parts for goods or parts of goods previously delivered to the customer, this obligation shall lapse the moment ACAL BFI Belgium NV no longer has these spare parts in stock and they are no longer available on the market on reasonable terms through the regular channels.

10.4 In the event that ACAL BFI Belgium NV is obliged to replace goods or parts of goods delivered to the customer, ACAL BFI Belgium NV shall be free to supply comparable goods or parts if, in its opinion, such goods or parts are suitable for the same normal use for which the goods or parts to be replaced were suitable.

10.5 Insofar as the Parties have not made any written agreements with regard to the deliverability of consumables, ACAL BFI Belgium NV shall no longer be obliged to deliver consumables at the end of the agreed guarantee period.

## 11. GUARANTEE / WARRANTY

- 11.1 The warranty provided by ACAL BFI Belgium NV is strictly limited to the repair or replacement of parts recognised as faulty, to the

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exclusion of any compensation. The warranty does not cover transport or shipping costs, nor travel or travel expenses.

11.2 The warranty provided by ACAL BFI Belgium NV is strictly limited to the guarantee conditions of its suppliers. Should the customer not be aware of these terms and conditions, they will be sent to him on request. The normal warranty period for construction defects, faulty operation or material defects is three months from delivery. The same period also applies to repairs. Parts that are used at a fire or that are subject to corrosion are not covered by the ACAL BFI Belgium NV warranty.

11.3 The replaced parts remain the property of ACAL BFI Belgium NV.

11.4 The warranty provided by ACAL BFI Belgium NV shall under no circumstances cover breakage, damage, accident, etc. resulting from excessive or abnormal use, negligence, incorrect maintenance, negligence or inexperience on the part of those using the equipment.

11.5 The warranty also does not apply to parts which are subject to rapid wear and tear due to their nature or normal use (e.g. television tubes, writing or reading heads of disc readers and tape recorders, diskettes, magnetic tapes, etc.).

11.6 The warranty provided by ACAL BFI Belgium NV lapses if, during the warranty period, the goods have been entrusted to third Parties for inspection or repair, or if the parts supplied by ACAL BFI Belgium NV have been replaced by parts not supplied by ACAL BFI Belgium NV.

11.7 The warranty provided by ACAL BFI Belgium NV also lapses in the event of a transfer of the equipment.

11.8 The software is delivered without a warranty that it is suitable for the customer's specific application and without modification. ACAL BFI Belgium NV is not responsible for damages resulting from errors in the software.

11.9 Under no circumstances may the customer make any modification, however minor, to the supplied material without the express written consent of ACAL BFI Belgium NV. The guarantee provisions only apply if the customer has fulfilled his/her payment obligations. The customer is never entitled to postpone his/her payment obligations due to complaints.

**RETENTION OF TITLE, RISKS**

12.1 The equipment sold, including accessories, remains the property of ACAL BFI Belgium NV as long as the customer has not settled the amounts due in full.

12.2 Nevertheless, the customer is fully liable for the risks that this equipment might encounter as soon as it is placed at his/her disposal.

12.3 If delivery is postponed at the request of the customer, the balance of 70% must be paid by no later than one month after the notice of availability.

13 **PAYMENT**

13.1 The customer shall settle invoices according to the payment conditions stated on the invoice. If no specific conditions are stated on the invoice, the customer shall pay within thirty (30) days after the invoice date as stated on the invoice. The customer is not entitled to set off or to suspend a payment. The value date as stated on the bank statements of ACAL BFI Belgium NV on which a payment has been received shall be deemed to be the day on which the payment was made.

13.2 Cash on delivery, the drawing or acceptance of a bill of exchange by the customer does not give rise to a renewal of debt; all terms, conditions and obligations remain in force.

13.3 Any sum not paid on the due date shall automatically entail the following, without prior notice of default and subject to all other rights of ACAL BFI Belgium NV:

- a) Any invoice that remains unpaid on its due date shall automatically and without prior notice of default give rise to interest on arrears. 1% per month from the due date of the invoice until the date of full payment, without prejudice to ACAL BFI BELGIUM NV's right to compensation.  
Any invoice that remains unpaid on its due date will be increased by 15% by way of fixed compensation, with a minimum of EUR 50.00, and may be increased by compensation for the damage proven by ACAL BFI BELGIUM NV on the enforceability of the full balance of that price;
- b) The amount due shall be an amount equal to 10% on the first payment tranche of EURO 7,500, with a minimum of EURO 25, and 5% on the rest, by way of fixed and irreducible compensation.
- c) the costs incurred in the recovery of the claim, including lawyers' fees in accordance with the provisions of Article 6 of WBBH [Code on combating late payment in commercial transactions] Act of 02/08/2002.
- d) If an invoice is completely or partially left unpaid on its due date, all other amounts and non-expired invoices shall become immediately due and payable. In the event that any invoice remains unpaid, ACAL BFI BELGIUM NV has the right to terminate all existing agreements still to be performed with the customer.

13.4 Complaints relating to an invoice must be submitted in writing to ACAL BFI Belgium NV within eight (8) days of the date of that invoice.

13.5 Reporting a defect does not release the customer from his/her payment obligations towards ACAL BFI Belgium NV.

## 14 **FORCE MAJEURE / EXTERNAL CAUSE**

ACAL BFI Belgium NV is released from its obligation to deliver in the event of force majeure (e.g. acts of war, strikes, lock-out, fire) or external cause (e.g. a supplier's decision to discontinue production of the goods or a decision by public authorities, e.g. export bans or embargoes). In these events, the customer is obliged to accept the delivery of the quantities still available to ACAL BFI Belgium NV.

ACAL BFI Belgium NV reserves the right to extend the delivery period if the force majeure/external cause only temporarily makes delivery impossible.

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## 15 AMENDMENTS TO THE AGREEMENT

15.1 An amendment to the agreement can only be concluded in writing. If the Parties have reached agreement on a specific amendment to the agreement, ACAL BFI Belgium NV will confirm the amendment to the customer in writing. This confirmation will in any event indicate the substantive, financial and temporal consequences of the amendment.

15.2 The amended agreement shall be deemed to have been concluded in accordance with the contents of the written confirmation referred to in the previous sentence, unless the customer immediately objects to this in writing. In the event that the customer objects in writing in time as referred to in the previous sentence, the amendment of the agreement shall not come into effect.

15.3 If the Parties agree on the content of the desired amendment to the agreement and ACAL BFI Belgium NV fulfils the agreement in its amended form with the knowledge of the customer, the invoice or invoices received by the customer from ACAL BFI Belgium NV shall be deemed to reflect the correct content and scope of the amended agreement, unless the customer provides evidence to the contrary.

15.4 If an amendment to the agreement has been concluded, the customer is in any event obliged to compensate ACAL BFI Belgium NV for the price agreed for the work already performed by ACAL BFI Belgium NV and/or the work carried out by ACAL BFI Belgium NV up to the time of the amendment.

15.5 If an amendment to the agreement has been concluded, the customer shall reimburse ACAL BFI Belgium NV for the associated costs, to be determined in all fairness by ACAL BFI Belgium NV as a result of the amendment. This may include the cost price of materials already purchased or labour already engaged, changes in the price of supplies, or cancellation fees as a result of the cancellation of supplies initially required for the fulfilment of the unamended agreement.

15.6 If an amendment to the agreement has been concluded, ACAL BFI Belgium NV has the right to deviate from previously agreed delivery terms and lead times to the extent that it deems this necessary in order to fulfil the agreement in the amended form.

## 16 DISSOLUTION OF THE AGREEMENT

16.1 In the event that one of the Parties is in default, this shall entitle the other Party to dissolve the agreement in whole or in part. Without prejudice to the right to demand compliance.

16.2 ACAL BFI Belgium NV shall not be liable to pay any compensation to the customer in the event of dissolution by the customer.

16.3 ACAL BFI Belgium NV may dissolve the agreement without notice of default and with immediate effect in the event that the other Party is declared bankrupt, surrenders its assets, is granted a (provisional or definitive) suspension of payments, in the event that all or part of the assets of the other Party are seized or in the event that the other Party's company is liquidated or terminated.

16.4 If a Party dissolves an agreement pursuant to the provisions of this article, the amounts owed by the customer to ACAL BFI Belgium NV at the time of dissolution shall remain due in full and the customer shall owe interest and costs in respect of these amounts, without prejudice to the right of ACAL BFI Belgium NV to claim damages, to make use of the rights arising from retention of title, to take other (legal) measures and other rights to which ACAL BFI Belgium NV is entitled.

16.5 The Parties may only agree jointly on the premature termination of the agreement and on the conditions under which such termination shall take place.

16.6 At the first request of ACAL BFI Belgium NV, the customer must provide a power of attorney for the immediate repossession of the goods not yet fully paid for, wherever they may be. The customer undertakes to cooperate at the first request of ACAL BFI Belgium NV so as to enable ACAL BFI Belgium NV to exercise its retention of title, including any dismantling, expansion, closure, disconnection, etc.

## 17 CANCELLATION AT THE CUSTOMER'S REQUEST

17.1 The customer may request ACAL BFI Belgium NV to agree to the cancellation of an agreement that has already been placed, but not yet performed. Cancellation of an agreement can only take place after the Parties have agreed in writing on the cancellation conditions, including the amount of the cancellation fees, and after all agreed cancellation conditions have been met in full in the opinion of ACAL BFI Belgium NV.

17.2 As long as the Parties have not reached agreement on the cancellation conditions or as long as the cancellation conditions have not been fully complied with in the opinion of ACAL BFI Belgium NV, the agreement shall remain in force and the Parties shall remain obliged to fully comply with their mutual obligations under the agreement.

17.3 The amount of the cancellation fees shall be determined by ACAL BFI Belgium NV on a case by case basis. Relevant factors in determining the level of the cancellation fee include the following:

- the sum involved in the agreement;
- the extent to which implementation of the agreement has already progressed;
- the type of agreement (delivery of goods, development order, delivery of a work, service agreement, training/education, etc.);
- the costs already incurred by ACAL BFI Belgium NV up to the moment of cancellation, the obligations already entered into by ACAL BFI Belgium NV in connection with the execution of the agreement;
- the actions to be taken by ACAL BFI Belgium NV in connection with the cancellation;
- the profit lost by ACAL BFI Belgium NV as a result of the cancellation.

17.4 In the event of cancellation of an agreement, ACAL BFI Belgium NV shall under no circumstances be obliged to pay compensation for any damage suffered or likely to be suffered by the customer as a result of such cancellation.

## 18 DISPUTE

18.1 In the event of a dispute, only the courts of the territory in which the registered office of ACAL BFI Belgium NV is located shall have jurisdiction. ACAL BFI Belgium NV in any event reserves the right to bring the dispute before another competent court.

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## 19 CONFIDENTIALITY

- 19.1 The customer is prohibited from copying or reproducing documentation or parts thereof in any way whatsoever, disclosing it (or having it disclosed) to third parties, allowing it to be used by third parties, selling it to third parties or making it available to third parties without the written consent of ACAL BFI Belgium NV.
- 19.2 The customer is only permitted to use documentation in so far as this is necessary for the conclusion or performance of the agreement. At the first request of ACAL BFI Belgium NV, as well as if the agreement is not concluded, if it is terminated prematurely or is cancelled, the customer shall, at his/her own expense, immediately return all documentation provided to him/her to ACAL BFI Belgium NV.
- 19.3 The customer shall only share the documentation within his/her own organisation with his/her own employees, and then only insofar as this is necessary for the conclusion or fulfilment of the agreement. Through the act of accepting the documentation, the customer guarantees that he/she has taken adequate measures and will take such measures in good time to prevent the documentation or parts thereof from being disclosed to anyone other than the persons/third parties who are permitted to consult the documentation on the basis of this article.

## GENERAL PROVISIONS

20.1 By placing an order with ACAL BFI Belgium NV, customers expressly agree to the general terms and conditions of ACAL BFI Belgium NV and waive the right to invoke their own terms and conditions. Such terms and conditions do not have any effect on ACAL BFI Belgium NV and can therefore not be invoked against ACAL BFI Belgium NV.

20.2 If any of the above provisions should, for any reason, have no effect, the rest of the general terms and conditions of ACAL BFI Belgium NV shall nevertheless remain in force.

20.1 ACAL BFI Belgium NV has undertaken to apply the highest degree of integrity, honesty and fairness in its dealings throughout the world. We adopt a zero-tolerance approach to bribery & corruption in all its forms with our personnel or any other person or company acting on our behalf.