

## GENERAL TERMS AND CONDITIONS

### 1. General

These terms govern all contracts of sale of goods by J.S.T. Belgium NV (hereafter called "JST"). In these conditions, "goods" includes "services". General conditions proposed by the customer will not be accepted.

### 2. Our right to modify these terms and conditions

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. You will be subject to the policies and terms and conditions in force at the time of confirmation of your order.

### 3. Conclusion of the Agreement

The agreement between JST, upon receipt of your order, will be deemed as accepted, recognized and created at the time of confirmation.

A cancellation of the order by the customer allows JST, if accepted by the latter, to charge a compensation amounting to 3% of the order with a minimum of 25 € per order line.

### 4. Quality of Goods

We warrant that any goods purchased from us are of satisfactory quality and reasonably fit for all purposes for which goods of their kind are commonly supplied.

### 5. Price

The price is determined by the parties in the order confirmation, the applicable VAT not included.

In the case that the order confirmation contains a pricing error which is obvious and unmistakable and which could reasonably have been recognized by you as a mistake, we are under no obligation to provide the goods to you at the incorrect price.

### 6. Delivery

Your order will be fulfilled by the delivery date set out in the order confirmation.

Unless the customer has received notice from JST to the effect that the latter will not deliver within the fixed period, the customer may not, during that period, resort to any remedy for breach of contract.

Delivery shall be at the location stated in the order confirmation.

Possession and risks relating to the goods shall pass to the customer upon delivery.

All costs of transport are to be borne by the customer.

#### **7. Retention of title**

The seller retains title to the goods until payment of the purchase price has been received in full. All risks are, however, transferred to the purchaser immediately upon delivery.

#### **8. Payment Terms**

Payment shall be carried out within 30 days following the date of the invoice. Early payment does not entitle the customer to discount. At maturity, interests shall be due on overdue payments, according to the law of 02.08.2002 regarding late payments in commercial transactions, ipso jure and with no formal notice being required from that date.

Failing payment by the due date, the invoice total to be collected shall be increased ipso jure and with no formal notice being required by 12 % on the principal amount (with a minimum of 50 €).

In lack of payment of any invoice on the due date, all other invoices shall become automatically and immediately due and this without a notice of default.

#### **9. Conformity of the goods and claims**

In the case of any visual lack of conformity of the goods, the customer shall give notice in writing to JST within 7 days of the date of receipt of goods, specifying in detail the nature of the lack of conformity. After this time, if a claim has not been sent to JST, the customer loses the right to invoke a lack of conformity.

JST will not accept the return of the goods unless previous authorization in this respect is given by the latter to the customer. When the return of the goods has been agreed upon, JST retains the right to examine the returned goods. If it appears that there is indeed a lack of conformity, JST may decide at its own discretion to replace those goods or to refund the purchase price.

#### **10. Liability**

JST's liability for any losses that the customer may suffer as a result of JST's breach of contract, is strictly limited to the delivery of replacement goods or the reimbursement of the purchase price.

JST is not responsible for any indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by the parties, including but not limited to:

- (a) loss of income or revenue
- (b) loss of business
- (c) loss of profits or contracts
- (d) loss of anticipated savings

In case the customer does not pay its invoices within 7 days after the date they have become exigible, JST reserves the right to stop the delivery of goods until all overdue invoices are paid in full and final, eventually increased with the applicable interest without the right of the customer to appeal to any form of compensation.

### **11. Force majeure**

Performance by JST under this order shall be extended or excused to the extent that any failure to perform is the direct or indirect result of any occurrence beyond JST's control including, but not limited to, strikes, labour disputes, riots, floods, fires, earthquakes, storms and other natural disasters, accidents, failure of production, supply, transportation or delivery of raw materials or the materials covered by this agreement.

### **12. Governing law and jurisdiction**

Any dispute or claim arising out of or in connection with the contract for the purchase of goods or their subject matter of formation (including pre-contractual or non-contractual disputes or claims) shall be governed by Belgian law.

Any of the above-mentioned disputes or claims shall be subject to the exclusive jurisdiction of the courts of Brussels.

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