

HYDRO EXTRUSION RAEREN S.A.

GENERAL CONDITIONS

Article 1 - Scope

The present terms and conditions apply to all our offers as well as to our contracts. Derogations or complementary terms shall prevail only when confirmed in writing and exclusively in respect to the contract for which these terms have been accepted. In the general conditions hereafter, the term "goods" shall include both the goods sold by us as well as the goods which we have been commissioned to manufacture pursuant to a project communicated by the customer or goods which have been delivered to us for transformation, unless express reference is made to one of these meanings.

Article 2 - Orders

Any order communicated directly to our address or to our representatives binds the customer but shall only be binding on our part after our written confirmation.

Article 3 - Studies and recommendations — use

1. Unless otherwise agreed in writing, studies carried out by us as well as recommendations communicated by us constitute a mere indication and apply in function of the most habitual use of the goods or the use which has been notified to us in writing.

We decline liability for these studies and recommendations. The customer should verify them and check whether the goods are suitable for the use to which he designates them.

2. In any event, no assurance shall be given by us concerning the functionality, the quality or the performances of the goods for another use than their habitual use in normal circumstances, with respect to application, use and climate (moderate areas in Europe) or than the use under the circumstances which have been communicated to us in writing.

Article 4 - Delivery

1. Time limits for delivery of ordered goods, as well as time limits for the production of works, which have been commissioned to us, are an estimate only. Failure to deliver within such period does not entitle the customer to any indemnity or to the right to suspend the performance of his obligations under the present or any other contract.

2. The goods are always delivered and accepted in our factory.

The goods shall travel at the customer's risk and expense from the moment of departure from the factory, even if the means of transport belong to us and even if carriage paid has been agreed upon.

Delay in loading or failure to load on the designated ship, train or lorry authorizes us to take any measures, at the customer's charge, necessary to safeguard the goods, which remain exclusively at the customer's risk.

The expenses related to guarding, transport, cover by tarpaulin, quay etc. resulting there from, will be borne exclusively by the customer. In no case shall we be liable for our intervention unless the delay or non-shipment is caused by a proven default on our part.

3. We shall arrange for the storage of the goods at the risk and the expense of the customer, when he has not taken delivery at the moment the delivery period has expired.

4. Partial deliveries are permitted and will be invoiced separately.

Article 5 - Norms and tolerances

The invoiced weight is that of the metal before its surface treatment. The invoiced quantities are those, which have actually been delivered. It may be divergent from the ordered quantities within the following limits:

between	0 and 500 kg	= ± 30 %
between	501 and 1.000 kg	= ± 20 %
between	1.001 and 3.000 kg	= ± 10 %
more than	3.000 kg	= ± 5 %

Without prejudice to the preceding clauses, and unless prior agreement in writing, our deliveries and works are carried out in accordance with EN / DIN norms and tolerances provided in these norms. In case a written agreement stipulates different norms, the tolerances of these norms shall apply. Anodising is carried out in accordance with the QUALANOD guidelines.

Article 6 - Dies and other tools

Dies and other tools, manufactured at the customer's request, shall remain our property irrespective whether the customer has wholly or partly paid such tools.

These goods shall be deemed unfit for use if one year has lapsed since the last order in respect of such tool or if the tools have been manufactured since more than two years.

Article 7 - Force majeure

Accidental occurrences, force majeure or government acts allow us to terminate wholly or in part our obligations or to suspend their performance without any compensation or prior notice.

The following events shall be deemed to constitute force majeure: war, mobilization, total or partial strikes, lock out, insurrection, epidemics, breakdown of machinery, fire, explosion, insufficient supply of power, fuel, packing, breakdown in any means of transport or any other accident which occurs either with us or our suppliers and which renders impossible or impedes production or forwarding.

Article 8 - Guarantee

We reserve the right to require from the customer any guarantees, which we deem necessary for the execution of his obligations under the agreement, even if partial deliveries of the goods have been made.

Refusal to comply with such requirement entitles us to annul the order or the part still to be delivered or alternatively to suspend the delivery without prior notice.

Article 9 - Price

Prices are subject to modification without any notice, even after concluding the contract, in function of fluctuations of price, raw materials, taxes, levies and rights or any other cause beyond our control.

Article 10 - Payment

1. Unless otherwise stated on the overleaf payment for goods shall be made by transfer of the full amount specified in the seller's invoice to a bank account designed by the seller, value dated not later than the due date specified therein.

2. Issuing bills of exchange and promissory notes does not constitute novation.

Any costs in respect of the issuing and discount of bills of exchange shall be borne by the customer.

3. None of our representatives has the authority to collect the amount of our invoices. Only settlements of account, signed by persons duly authorized thereto by our articles of association, are valid.

Article 11 - Default in payment

Failure to pay, even partially, an invoice or a note when due, shall have the following consequences:

a) all other outstanding claims, including non-expired bills of exchange will become immediately due and payable;

b) any discount or payment facility granted by us becomes inoperative;

c) the amounts due will automatically and without prior notice bear a default-interest.

The default-interest will equal the annual legal interest plus 2 %.

The amounts due will be increased by 15 % on the part of the amount equal to or lower than 2.480 € and 10 % on the part above 2.480 €, with a minimum of 50 €, by way of an irreducible lump-sum indemnity for all our extra-judicial collection expenses, and without prejudice to the customer's right to apply for a grace period according to art. 1244 Civil Code;

d) we are entitled, without prior notice or judicial intervention to consider the existing contracts wholly or partially rescinded at the customer's charge or to suspend their performance, in whole or in part.

Article 12 - Retention of title

Title of the goods delivered by us shall only pass on to the customer after all our claims on the customer, for whatever reason, including future claims, interests and costs, have been paid. (With the exception for goods delivered to us for transformation.)

Until the complete performance of the contractual obligations of the customer, we shall have a lien on all goods, which have not been delivered to the customer.

In case of processing or manufacturing of the provided goods, the parties agree to consider Hydro Extrusion Raeren being the manufacturer.

Hydro Extrusion Raeren acquires at least a co-ownership in the newly produced goods, which is in proportion to the value of the goods we delivered compared to the total value of the goods.

The customer is permitted to further alienate these goods within the scope of his/her normal activities but by this he/she will relinquish his/her claim against the purchaser in favour of Hydro Extrusion Raeren. The customer remains competent for the recovery of the claim until the moment of revocation.

Article 13 - Complaints

1. Any complaint concerning errors, losses, non-conformity, visible damage or visible defects has to be notified, on penalty of forfeiture by registered mail within eight days following delivery.

Errors, losses, non-conformity, damage and defects, which may be ascertained at the reception of the goods, must be specified in the forwarding note or the carrier's receipt.

2. On penalty of forfeiture, any complaint concerning latent defects has to be notified by registered mail within eight days following the discovery of the defect and at the latest three months after the delivery.

3. In case the complaint is considered admissible and justified, our obligations shall be restricted:

- in case of errors and non-conformity: to the replacement of the erroneously delivered and non-conforming goods;
- in case of losses: to their delivery;
- in case of damage or defects attributable to us: to repair or to replace at our option, the damaged or defect goods in the state of finishing specified in the agreement;

excluding any compensation for whichever reason.

4. The performance of our obligations as set forth here above is subject to the restitution by the customer of the erroneously delivered, non-conforming, damaged or defect goods.

Article 14 - Surface treatment guarantees subcontracting

Hydro Extrusion Raeren will pass on the customer the same, if any, guarantees (in respect of cover and duration) for surface treatment (e.g. anodizing, painting, ...) that it gets from its sub-suppliers.

These guarantees are dependent on atmospheric conditions in the final place of use of the extrusion, for example coastal or industrial areas.

Article 15 — Liability in respect of Intellectual Property rights

We disclaim any liability in case the goods or the transformations effectuated according to specifications provided by the customer would affect any intellectual, commercial or industrial property right by their characteristics, functionality or possibility of modification and use.

This disclaimer equally applies in case the use made by the customer of the goods, delivered by us whether or not in combination with other goods, should affect, in whichever way, such right.

The customer must fully guarantee us against all possible third party claims relating thereto and shall indemnify us completely for any sentences, expenses and other detrimental consequences such claims are liable to cause us.

Article 16 — Termination of the contract

In case the customer does not fulfill one or several of his obligations, in case he has been declared bankrupt, has filled in a petition for a composition or a voluntary arrangement, applies for a moratorium of payment, starts a liquidation, or else in case his assets are wholly or partially seized, we reserve the right to consider any contract - whether partly executed or not - to be automatically terminated by the occurrence of one of the above-mentioned events.

The sales agreement shall, in any of these circumstances, be terminated by operation of law on the date of the mailing of a registered letter addressed by us thereto to the customer. In that case we shall be entitled to require restitution of the goods, which have already been delivered but have not yet been paid.

In case we make use of our right to terminate the agreement as described above as well as in case of judicial termination at the customer's expense, the latter shall pay us a uneducable lump-sum indemnity equal to 30 % of the invoiced amount.

Article 15 - Litigation

The present agreement shall be governed by and construed according to Belgian Law and any dispute shall be submitted exclusively to the courts of Eupen, without prejudice to our prerogative to bring legal proceedings against the customer before the courts of his domicile, registered office or the courts of Brussels.

Article 16 – Data Protection

We shall process customer personal data in compliance with statutory provisions (GDPR, national data protection regulations) and as described in our Hydro privacy policy. The term “Personal Data” shall mean all data related to an identified or identifiable natural person. We may also use a customer’s email address for marketing purposes; the customer may object to this at any time. Throughout the Hydro Group of companies, we have implemented Binding Corporate Rules (BCR) for the processing of personal data. For more information on the data processing principles of Hydro Group, please go to: <https://www.hydro.com/en/data-protection-in-hydro/privacy-statement/>.