

GENERAL SALES CONDITIONS PENTAPACK NV

1. Application of sales conditions

These general sales conditions apply to the services provided by the seller, and to all subsequent services for which no separate agreements or invoicing arrangements have been drawn up.

Conditions to the contrary, insofar they entirely or partially depart from these conditions, shall only be accepted after written agreement, with reference to the conditions given hereinafter.

2. Tenders and order confirmation

If no period has been specified, our tenders shall only be valid for a period of 30 days.

The seller shall only be validly bound after written confirmation by the customer of all orders, tenders and other offers issued by the seller, whether placed directly or through the intervention of its agents or intermediaries.

This shall also be on condition that the seller in turn sends a signed order confirmation to the purchaser, expressly mentioning these sales conditions.

The purchaser agrees that the tenders, designs and plans submitted to him, including the industrial rights and copyright, shall remain the property of the seller.

3. Supply of goods, performance of work, and deadlines

The work, in this case production of our machines, shall start at the earliest after signature of our tenders, and then according to the implementation conditions agreed by the parties.

In the absence of such agreements, implementation shall be according to the schedule of the seller, of which the customer shall be informed beforehand.

If goods are supplied by the seller, they shall be considered as being sold at the office of the seller.

All delivery periods, either stated on our sales agreements or on our order forms, are purely indicative and non-binding. If they are exceeded, they may not give rise to compensation, unless deliberate or due to bad faith by the seller.

Only after receipt of a deadline for delivery by registered letter from the purchaser, and on the express condition that it can be considered reasonable, shall the purchaser be entitled to cancel the purchase.

The costs of delivery of the goods produced shall be presumed to be to the charge of the purchaser, unless specified otherwise by the parties.

4. Complaints

Any complaints regarding the non-compliance of the goods sold and supplied, or the work implemented, must reach the seller within 15 days of receipt or completion of them.

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They shall always be made in writing by registered letter, in the absence of which they shall be deemed accepted.

Such complaints shall not affect the payment obligation of the purchaser.

After receipt of the goods supplied, the purchaser shall inspect them for production defects and material faults, unless it has been agreed that the seller is to install them.

Goods subject to complaints may only be returned in consultation with and after the consent of the seller, and this as early as possible. The costs coupled to this shall be to the charge of the customer.

The seller shall always be entitled to replace non-compliant goods with other goods as early as possible, without the non-compliance being able to bring about the cancellation of the agreement.

5. Warranty

All conditions and agreements regarding the warranty provided by the seller shall be the subject of a separate written agreement.

6. Preservation of ownership

All goods shall remain the property of the seller until after actual receipt of the purchase price.

The seller reserves the right to take them back in the event of late payment. Moreover, his right of ownership shall not be harmed in the event of the bankruptcy of the customer, in which case the seller may retake possession of these goods, without a prior default notice.

These conditions may only be departed from if the legal requirements of the country or member state in which the bankruptcy has been declared prohibits the preservation of ownership clause as being contrary to public policy.

7. Prices and payments

The price shall be set on the basis of specific production factors at the time of the tender or order confirmation.

Changes to them may give rise to price increases or decreases and the purchaser shall be informed of them promptly. However, the seller reserves the right to make price increases.

In principle and unless expressly agreed otherwise in writing, the invoices sent by the seller shall be settled by spot payment within 30 days of receipt of the goods, in the absence of which interest shall be automatically due without a prior default notice being required.

Payment shall always be made at the registered office of the company to the company account. Payment shall be solely in euros.

The seller shall be entitled to cancel the sale at any time, or to require a guarantee from the customer, if he has well founded doubts regarding the solvency of the customer.

Late payment shall automatically bear interest at the rate of 10 percent on an annual basis. Moreover, such late payment shall give

entitlement to all-inclusive compensation of 10 percent of the complete amount invoiced.

If the actual costs linked to the cancellation of the order are higher than this percentage, the seller shall be entitled to charge the purchaser for them.

All costs arising from the enforced collection of unpaid invoices shall be to the charge of the customer.

8. Competent courts and applicable law

In the event of disputes regarding the goods supplied or services provided by the seller, the parties agree to bring them before the courts of the legal District of Hasselt. The same shall apply if they decide to go to arbitration.

Belgian law shall always be applicable.

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