

# CE+T Power

## Terms and conditions

### Preamble

1. The General Conditions, which can also be found on the Supplier's website [www.cet-power.com](http://www.cet-power.com), shall apply to all offers, Purchase Orders, invoices and other documents produced by the Supplier and to all agreements entered into with the Supplier. The present terms and conditions shall apply to any Orders placed with the Supplier. By placing an Order the Purchaser acknowledges the present General Conditions. Any of Purchaser's terms and conditions which are different from, or in addition to those contained in the present terms and conditions, are objected to by the Supplier and shall be of no effect unless specifically agreed to in writing by the Supplier. Commencement of performance or shipment shall not be construed as acceptance of any of Purchaser's terms and conditions which are different from or in addition to those contained in the present terms and conditions.

### Definitions

2. Supplier means CE+T SA, a company incorporated and existing under the laws of Belgium, with its registered office at rue du Charbonnage 12, 4020 Wandre, Belgium and registered under BCE No. 0404.404.480;  
Purchaser means the Purchaser specified in the Contract as defined below;  
(Purchase) Order means the purchase order submitted by the Purchaser to the Supplier either by the means of a written order form or by any other means (telephone etc.);  
General Conditions means the present general terms and conditions;  
Confirmation of Purchase Order means the written acceptance of the Purchase Order by the Supplier;  
Contract means the agreement between Supplier and Purchaser, consisting of the Confirmation of Purchase Order and the General Conditions;  
Products means the goods supplied by the Supplier to the Purchaser under the Contract.  
In writing means by document signed by the parties or by letter, fax, electronic mail and by such other means as agreed by the parties.

### Product information

3. Offers, declarations or any information in respect of Products including, without limitation, their price, characteristics and qualities (for example weight, use) detailed or published in catalogues, folders, advertisements, price lists and any other similar documents of the Supplier shall only be binding for the Supplier if they are expressly referred to in the Confirmation of Purchase Order.

### Drawings and descriptions

4. All drawings and technical documents relating to the Product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the Contract, shall remain the property of the submitting party. Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

## Conclusion of the contract, minimum order value & purchase order changes/cancellation

5. The Contract shall be concluded upon acceptance of the Purchase Order by the Supplier through the issuance of a Confirmation of Purchase Order. In the event that the Purchase Order placed by Purchaser differs from the Confirmation of Purchase Order issued by the Supplier, only the Confirmation of Purchase Order from the Supplier shall be binding.
6. In the event of a small order with a value of less than 250€ (two hundred and fifty Euros), the Supplier shall levy an additional administration charge of 50€ (fifty Euros).
7. In the event of any subsequent change or modification of the initial Purchase Order specifications by the Purchaser, an additional modification fee of 250€ shall be charged.
8. The Contract may not be cancelled by the Purchaser unless with the Supplier's written consent (as provided for Clause 46).

## Acceptance tests

9. Acceptance tests stated in the Contract shall, unless otherwise agreed, be carried out at the place of manufacture during regular business hours. If the Contract does not specify the technical requirements, the tests shall be carried out accordingly to the general practice as defined by the Supplier quality procedures, available on first demand of the Purchaser. The Supplier shall notify, within eight (8) days, unless otherwise agreed, in writing, the date of the acceptance test, to the Purchaser, when agreed by parties to have such test, to permit the Purchaser to be represented at the tests. If the Purchaser is not represented, the test report shall be sent to the Purchaser and shall be accepted as accurate. In any case, the delivery of the purchased goods may not be delayed because of non-presence of the Purchaser at the suggested Acceptance Test date.
10. If the acceptance tests show the Product not to be in accordance with the Contract, The Supplier shall correct and re-deliver the rejected Product within a commonly consented time period according to the nature of the deficiency(ies) until the Supplier has corrected them to full compliance with the Contract. New tests shall then be carried out at the Purchaser's request, unless the deficiency was insignificant.
11. The Purchaser shall bear all costs for acceptance tests carried out at the place of manufacture, unless otherwise agreed.
12. Test reports shall be made available for download to the Purchaser on my.cet-power.com and shall be accepted as accurate.

## Delivery. Passing of risk

13. Any agreed commercial term shall be construed in accordance with the INCOTERMS in force at the time of the Contract. Unless otherwise stated in the Contract, the Supplier shall deliver Products Ex Works at any of its production facilities (Incoterms 2010). If the Supplier, at the request of the Purchaser, undertakes to send the Product to its destination, the risk will pass not later than when the Product is handed over to the first carrier. Partial shipments shall be permitted unless otherwise agreed.

## Delay for delivery

14. If the parties, instead of specifying a date of delivery have specified a period of time on the expiry of which delivery shall take place, such period shall start to run as soon as the Contract is entered into force, all official formalities have been completed, payments due at the formation of the Contract have been made (unless otherwise agreed as provided for Clause 21), any agreed securities have been given, and any other preconditions have been fulfilled.
15. If the Supplier cannot meet a delivery date specified in the Purchase Order, the Supplier will promptly notify the Purchaser in writing and propose, if possible, a revised date of delivery.
16. If delay in delivery is caused by any of the circumstances mentioned in Clause 45 or by an act or omission on the part of the Purchaser, including suspension under Clauses 26 or 48, the time for delivery shall be extended for a reasonable period of time regarding the circumstances. This provision applies regardless of whether the reason for the delay occurs before or after the agreed time for delivery.
17. If the Purchaser does not accept delivery of the Product at the delivery date Purchaser shall nevertheless pay any part of the purchase price that is due on delivery, as if delivery had taken place. The Supplier shall arrange for storage of the Product at the risk and expense of the Purchaser. The Supplier shall also, if the Purchaser so requires, insure the Product at the Purchaser's expense.

18. Unless the Purchaser's failure to accept delivery is due to any such circumstance as mentioned in Clause 45, the Supplier may require, by notice in writing, the Purchaser to accept delivery within a final reasonable period.
19. If, for any reason for which the Supplier is not responsible, the Purchaser does not accept delivery within such period, the Supplier may terminate, by notice in writing the Contract in whole or in part. The Supplier shall then be entitled to compensation for the loss arising by reason of the Purchaser's default. The compensation shall not exceed that part of the purchase price which is attributable to that part of the Product in respect of which the Contract is terminated. The Parties acknowledge that the Product has been specially manufactured according to the special needs of the Purchaser. The Parties therefore agree that in case of termination pursuant to alinea 1 of this Clause, the Purchaser shall not claim to any cut of the compensation due to the Supplier, on the basis of the Product's potential value.

## Duty of inspection and verification of conformity

20. The Purchaser must carefully and completely inspect every delivery and verify the conformity of the delivered Products with the contractual specifications upon delivery. All complaints about the conformity of the Products, their packaging or about the completion of the Contract by the Supplier which are apparent on delivery, must be notified to the Supplier in writing within two (2) business days from the date of delivery prior to any handling of the goods by the Purchaser. If the Supplier, at the request of the Purchaser, undertakes to send the Product to its destination, the Purchaser must also report any default of conformity on the delivery note, the invoice or the transport document.

## Payment

21. Unless otherwise agreed in writing, standard payment terms shall be full pre-payment before delivery or thirty (30) days of the date of invoice if the invoice amount is covered by the credit insurance chosen by the Supplier. Whatever the means of payment used, payment shall not be deemed to have been effected before the Supplier's account has been fully and irrevocably credited.
22. Purchaser agrees that any invoices not contested by express written well-founded registered mail notice within fourteen (14) calendar days of the date set forth in the invoice shall be deemed accepted by Purchaser without objection of any kind.
23. If payment is not made in full by the due date then interest shall accrue on the unpaid amount from the due date until payment is made at the interest agreed between the parties or at the annual rate of 10%. In addition, an indemnity equal to 10% of the amount of the unpaid amount (VAT included) is automatically due by the Purchaser to the Supplier, with a minimum of 250 € (two hundred and fifty Euros) as penalty. The Purchaser will in any case have to reimburse to the Supplier all the recovery costs, including legal costs, if any.
24. In case of late payment, the Supplier may, after having notified the Purchaser in writing, suspend his performance of all pending contracts until he receives payment or terminate all pending contracts. Furthermore, all liabilities become immediately due for payment.
25. No employee of the Supplier is entitled to collect payment unless with an appropriate mandate. Purchaser is bound by payment address and transfer conditions as stipulated in the invoice.

## Retention of title

26. Title to the Products transfers from the Supplier to the Purchaser upon full payment pursuant to Clause 21. The Purchaser shall provide, at the request of the Supplier, assistance and support in taking any measures necessary to protect the Supplier's title to the Product in the country concerned. The retention of title shall not affect the passing of risk under Clause 13.

## Liability for defects – general

27. Pursuant to the provisions of Clauses 28-38 inclusive, the Supplier shall remedy any defect or non-conformity (hereinafter termed defect(s)) resulting from faulty design, materials or workmanship. The Supplier is liable only for defects that appear when observing the applicable conditions of operation provided for in the Contract and under proper use of the Product. The Supplier is not liable for any defects which results from use of equipment outside the specifications and instructions defined in the operation manual, technical datasheet and manual of installation. The Supplier's liability does not cover defects which are caused by faulty maintenance, incorrect erection or attempt to repair by the Purchaser, or by alterations carried out without the Supplier's consent

- in writing. Finally, the Supplier's liability does not cover normal wear and tear or deterioration. The Condition for the Supplier Product to be installed on-site is to have a system in place to keep the room of the Supplier equipment dust free, guaranteeing normal operating temperature and humidity (non- condensing) as specified in our documentation (datasheet and installation manual). Also, a surge protection shall be in place, both on the input and output side of the Supplier Product.
28. The Supplier's liability is limited to defects that appear within a period of twenty-four (24) Months from the date of delivery.

## Liability for defects – procedure

29. The Purchaser shall deliver written notice to the Supplier of any defect that appears, within a period of two (2) weeks from the date of occurrence of the defect. Such notice shall under no circumstance be given later than two (2) weeks after the expiry of the period given in Clause 28. The notice shall contain a description of the defect. Purchaser shall be deemed to have fully and finally accepted all of the Products without any objection or reservation if a notice of defect is not delivered to the Supplier by the Purchaser within the warranty period and in strict accordance with this present Clause. Where the defect is such that it may cause damage, the Purchaser shall immediately inform the Supplier in writing. The Purchaser is in any case solely responsible for the use of the Products, the Supplier disclaiming all liability in this respect.
30. On receipt of the notice under Clause 29 the Supplier shall without undue delay investigate the alleged defect and if the defect is founded indicate to the Purchaser the estimated delay for repair. Repair shall be carried out at the place the Supplier deems it appropriate that the defective part or the Product is returned for repair or replacement. The Supplier is obliged to carry out dismantling and re-installation of the part if this requires special knowledge. If such special knowledge is not required, the Supplier has fulfilled its obligations in respect of the defect when it delivers to the Purchaser a duly repaired or replaced part.
31. The Purchaser shall at its own expense arrange for any dismantling and reassembly of equipment other than the Product, to the extent that this is necessary to remedy the defect.
32. Unless otherwise agreed, necessary transport of the Product and/or parts thereof from the Purchaser to the Supplier, in connection with the corrective action of defects, shall be at the risk and expense of the Purchaser. The Purchaser shall, strictly, follow the Supplier's instructions regarding the packaging and the transport of the Product.
33. Unless otherwise agreed, necessary transport of the Product and/or parts thereof from the Supplier back to the Purchaser, in connection with the remedying of defects, shall be at the risk and expense of the Supplier.
34. Defective parts which have been replaced shall be made available to the Supplier and shall be its property.
35. In the event of the Purchaser has given such notice as mentioned in Clause 29 and no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the costs incurred as a result of the notice. Transport of the Product and/or parts thereof from the Supplier back to the Purchaser shall be at the risk and expense of the Purchaser.
36. If, within a reasonable time, the Supplier does not fulfil its obligations under Clause 30, the Purchaser may by notice in writing fix a final time for completion of the Supplier's obligations. If the Supplier fails to fulfil its obligations within such final time, the Purchaser may pretend of reimbursement by the Supplier of reasonable costs incurred by the Purchaser in full settlement of the Supplier's liabilities for the said defect. These reasonable costs may not exceed the purchase value of the product or shall be agreed upon between the Parties.
37. Where the defect has not been successfully remedied, as stipulated under Clause 36,a. the Purchaser is entitled to a reduction of the purchase price in proportion to the reduced value of the Product, provided that under no circumstance shall such reduction exceed 15% of the purchase price, or b. where the defect is so substantial as to significantly deprive the Purchaser of the benefit of the contract, the Purchaser may terminate the contract by notice in writing to the Supplier. The Purchaser is then entitled to compensation for the loss he has suffered up to a maximum of 15% of the purchase price.
38. The Supplier is not liable for defects arising out of materials provided, or a design stipulated or specified by the Purchaser.

## Repair and service

39. The Supplier grants to the Purchaser a three (3) months warranty on the piece(s) of the Product repaired by the Supplier at the request of the Purchaser.

## Allocation of liability for damage caused by the product

40. The Supplier shall not be liable for any damage to property caused by the Product after it has been delivered. Nor shall the Supplier be liable for any damage to products manufactured by the Purchaser, or to products of which the Purchaser's products form a part. If the Supplier incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Purchaser shall indemnify, defend and hold the Supplier harmless. If a claim for damage as described in this

Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof in writing. The Supplier and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product. The Supplier disclaims any and all liability with respect to any third party's claim of intellectual or industrial property infringement resulting from the combination or association of the Products with other products.

## Termination

41. Without prejudice to any other rights or remedies available under the applicable law or the Contract, the Supplier has the right, at any time, to terminate the Contract with immediate effect by written notice and without further formality upon a breach by the Purchaser in the performance of the provisions of the Contract, provided such breach is not cured within fifteen (15) calendar days following receipt by the Purchaser of a written notice from the Supplier to remedy such breach.
42. Without prejudice to any other rights or remedies available under the applicable law or the Contract, the Supplier has the right to terminate the Contract with immediate effect and without further formality, and without any indemnity becoming due to the Purchaser, if:
  - i) the Purchaser becomes insolvent, bankrupt, files or has filed against it a petition in bankruptcy, makes a proposal in relation to its insolvency under any bankruptcy legislation, ceases to carry on all or a substantial part of its business, makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts as they mature,
  - ii) or there is a direct or indirect change of control of the Purchaser or the Purchaser transfers all or substantially all its assets to a third party in any manner (including by merger, split, transfer or contribution of universality or branch of activity). For the purposes of this clause, the term "control" has the meaning given to it under the Belgian Companies Code. The Purchaser shall immediately give written notice to the Seller identifying the nature of any change of control.
43. In the cases stipulated in Clauses 41 and 42, the Purchaser shall be obliged to pay a fixed amount for damages to the Supplier of at least 25% of the total amount originally payable by the Purchaser under the Contract with the Supplier, without prejudice to the Supplier's right to full compensation for expenses and damages and without giving the Purchaser the right to any damage claims.
44. The Purchaser shall be entitled to cancel the Contract by registered letter addressed to the registered office of the Supplier only upon explicit consent from the Supplier in writing. If the Supplier provides explicit consent to the cancellation in writing, then the Purchaser shall be ipso jure liable without notice to pay a sum for damages to the Supplier of at least 25% of the total amount originally payable by the Purchaser under the Contract with the Supplier, without prejudice to the Supplier's right to full compensation for expenses and damages and without the Purchaser being entitled to claim any damages.

## Force majeure

45. Neither Party shall be liable for any delay in performing or for failure to perform its obligations under the Contract if the delay or failure results from an event of "Force Majeure". For clarification, Force Majeure means an event that was not foreseeable by the affected party at the time of execution of the respective Contract, is unavoidable and outside the reasonable control of the affected party, and for which the affected party is not responsible, provided such event prevents the affected party from performing its obligations under the respective Contract despite all reasonable efforts, and the affected party provides notice to the other party within five (5) calendar days from occurrence of the respective event of Force Majeure. If an event of Force Majeure occurs which exceeds six (6) months, either party shall have the right to terminate the relevant Contract forthwith by written notice to the other party without liability to the other party. Each Party shall use its reasonable endeavors to minimize the effects of any event of Force Majeure.
46. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. If Force Majeure prevents the Purchaser from fulfilling his obligations, he shall compensate the Supplier for expenses incurred in securing and protecting the Product.
47. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice in writing to the other party if performance of the Contract is suspended under for more than six (6) months.

## Anticipated non-performance

48. Notwithstanding other provisions in these General Conditions regarding suspension, each party shall be entitled to suspend the performance of his obligations under the Contract, where it is clear from the circumstances that the other party will not be able to perform his obligations. A party suspending his performance of the Contract shall forthwith notify the other party thereof in writing.



## Consequential losses

49. Save as otherwise stated in these General Conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

## Disputes and applicable law

50. The Contract shall be governed by, and construed in accordance with, the laws of Belgium, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any and all disputes arising directly or indirectly from the contractual relationship or the Products themselves shall exclusively be brought before the courts of Liège
51. All procedures will be conducted in French.
52. Present sales conditions are available in several languages for information only. In case of variation between translations, English version shall have precedence.