

GENERAL TERMS AND CONDITIONS OF PAYMENT

1. Application of these terms and conditions

- 1.1. The service provider described below is the limited company S.A. FUZER, with its registered office at Chaussée de Bruxelles, 408, 1300 WAVRE (Tel.: +32(0)2.788.74.30 – Fax: +32(0)2.788.74.31 – E-mail: info@FUZER.net), listed in the Banque Carrefour des Entreprises (business database) under number 0564.795.762 (TVA BE0564.795.762).
- 1.2. The client is defined below as being the company or natural person having accepted the quotation indicated on the order form.
- 1.3. These general terms and conditions of payment are included in full on the order form, have been accepted by the client and are applicable to all orders placed by the client with the service provider and to the provision of all ancillary services. By signing the order form, the client has expressly accepted that the modifications to the general terms and conditions of payment are applicable to and enforceable upon him as soon as the new version is first made known to him, for all invoices not yet settled and for all future invoices
- 1.4. . These general terms and conditions of payment are available at the following Internet address: "http://www.FUZER.net/docs/" and may be recorded in the form of an electronic file. They are expressly included in the basic contract signed by the client and are attached to all invoices drawn up and sent by the service provider to the client.
- 1.5. In the absence of written acceptance to the contrary from the service provider, these general terms and conditions of payment exclude all other terms and conditions, both general and special, of the client and their respective subcontractors
- 1.6. Unless otherwise indicated, at the latest when the order form is signed, the order is deemed to have been placed for exclusively professional purposes.

2. Order

- 2.1. The order placed by the client is that formalised in the order form. If there are deliveries, the price of those deliveries is EX WORKS from FUZER head office.
- 2.2. The order expressly refers to the general terms and conditions governing the goods and services of the service provider, of which the client has been informed and which he has accepted by signing the order form, such that they also form an integral part of any contractual relations between the service provider and the client.

3. Price and payment

- 3.1. Unless otherwise stipulated, the costs are drawn up in euros and are understood exclusive of VAT or any other applicable tax in force when the order form is concluded or during the provision of the services. The recurring charges, if any defined in the purchase order, may be indexed on 1st of January in accordance with article 57 of the Law of the 30th of March 1976.
- 3.2. . Unless otherwise stipulated, the invoices issued by the service provider are payable in euros within thirty days from the date of invoice, exclusively into one of the following two bank accounts: KBC IBAN BE67 7360 0940 1687 (BIC KREDBEBB) or ING IBAN BE37 3631 5631 4328 (BIC BBRUBEBB), the parties excluding cash payments or payment by third parties.
- 3.3. Any complaint relating to the invoice must be duly justified and sent to the service provider in writing, at the latest within ten days of having been drawn up, otherwise it will not be taken into account and the invoice will be deemed to have been accepted.
- 3.4. In the event of the non-payment of any invoice within the period indicated thereon, the client will be liable, in addition to the capital amount, for payment to the service provider, ipso jure and without prior formal notice, for interest on arrears at the rate of 10 % per annum, as well as flat-rate compensation amounting to a total of 10 % of the amount in principal of the order, including VAT, interest and costs, with a minimum amount of € 75.
- 3.5. In the event of a judicial debt collection procedure, the service provider may also claim, as preferred, all legal expenses (procedural costs, etc.) or all reasonable collection expenses, in addition to the legal expenses.
- 3.6. Should the client fail to meet a single payment due date, for any reason whatsoever, all subsequent settlements will be made, at the latest, when the client places the next order. Moreover, in this case

the service provider reserves the right to suspend the provision of services as of the eighth day following the dispatch of the formal notice concerning the payment. Finally, in the event of persistent non-payment after the 30th day following this formal notice, the service provider reserves the right to terminate the contract, without prejudice to the compensation for termination to be borne by the client.

4. General

- 4.1. The invalidity or inapplicability of one of the clauses in these general terms and conditions cannot affect the validity or applicability of the other clauses. If appropriate, the parties undertake to replace the invalid or inapplicable clause by a valid clause that is as close as possible from an economic point of view to the invalid or inapplicable clause.
- 4.2. The fact that the service provider does not take advantage of these general terms and conditions of sale at a given moment may not be interpreted as waiving the right to take advantage of them at a later date. The waiving by the service provider of one of the clauses in these general terms and conditions does not constitute a waiver by the latter of the other clauses of these general terms and conditions.
- 4.3. All communication or notification between the parties will be validly effected by recorded delivery, fax or electronic mail with acknowledgement of receipt, for the service provider, at its registered office and for the client, at his registered office or home address.

5. Applicable law and jurisdiction

- 5.1. All contractual relations between the service provider and the client (contract, general terms and conditions of payment and general terms and conditions governing services and/or products) are governed by Belgian law, even in the event of the introduction of third parties.
- 5.2.. Any disputes relating to the drafting, the implementation or the interpretation of these general terms and conditions as well as any agreements to which they apply and which cannot be resolved out of court are subject to the exclusive jurisdiction of the courts of the legal district of Namur and, if appropriate, that of the Justice of the Peace of the Second Canton of Namur.