

**GENERAL SALES CONDITIONS**1ST JANUARY 2017**1 AGREEMENT AND SCOPE OF APPLICATION**

- 1.1 These general sales conditions are applicable and exclude the applicability of all other terms and conditions appearing on documents issued by the Customer.
- 1.2 All offers from EneRa to the Customer are non-binding and for informative purposes only.
- 1.3 An agreement between EneRa and the Customer shall only be executed when EneRa accepts the purchase order or order form signed by the Customer. EneRa shall only accept the purchase order or order form by confirming the purchase order or order form to the Customer in writing.

2 PRICE AND PAYMENT

- 2.1 Indicated prices are VAT exclusive
- 2.2 Except for stock items in which 100% upfront payment has to be made. Advanced payment of 30 % of total amount, excluding VAT, is payable within 2 days after order confirmation. The remaining amount is payable within 5 days after receipt of the copy of the Bill of Lading. Payments must be done at office EneRa
- 2.3 Notwithstanding 2.1, all invoices are payable within 7 calendar days. .
- 2.4 In case of non-payment or late payment of an invoice, the Customer shall be in default without any prior notice of default and the Customer shall pay interests as from the due date of the invoice until the date of payment in full at an interest rate of 12% per year.
- 2.5 In case of non-payment or late payment of an invoice a fixed indemnity of 30% of the invoice amount, excluding VAT, with a minimum of 1.000 € per invoice, shall become due without prior notice.
- 2.6 Objection against the invoice has to be raised in writing by registered mail within 7 calendar days upon the invoice date.

3 DELIVERY AND RISK

- 3.1 The delivery times agreed to or suggested by EneRa are not binding and for informative purposes only.
- 3.2 Unless stipulated otherwise, delivery shall be CIF Antwerp according to the INCO terms of 2010.
- 3.3 If EneRa cannot comply with the suggested time of delivery, this does not give the Customer the right to cancel or suspend the order and does not give the Customer any right to compensation, indemnity or damages.
- 3.4 EneRa reserves the right, before delivering the goods, to demand that the Customer pays all debt-claims resulting directly or indirectly out of previously delivered orders or resulting out of the order. If EneRa does not timely receive the demanded payments, EneRa has the right to suspend the delivery, without any further notice to the Customer. If EneRa does not timely receive the demanded payments, EneRa has the right to cancel the delivery of the remaining goods by simply notifying the Customer of its decision.
- 3.5 The Customer assumes the risk involved with the delivery or sending of the goods in accordance with the INCO TERMS specified in the order confirmation.
- 3.6 From the day of the delivery forth, the Customer shall assume all risks with respect to the goods, including force majeure and destruction of goods.

4 LIMITED WARRANTY

- 4.1 Unless otherwise agreed upon, the only warranty that EneRa provides for the delivered goods, is limited to the warranty terms of manufacturer of the goods. These warranty terms of the manufacturer are communicated to the customer or are available at the request of the customer.

**5 NON-CONFORMITY OF GOODS AND LIABILITY**

- 5.1 Immediately upon delivery, the Customer shall examine the quality and quantity of the goods. The Customer must notify EneRa by registered mail of any visible non-conformity or visible defects regarding quality and quantity of the goods within 5 days after receipt of the goods. After this period, the Customer loses the right to appeal to the visible non-conformity or visible defects of the goods.
- 5.2 Complaints regarding hidden defects have to be filed with EneRa in writing by means of registered mail within 15 days after the deficiency has been ascertained or could have been ascertained.
- 5.3 Complaints never give the Customer the right to suspend the payment of the price or other commitments of the Customer
- 5.4 If the Customer makes a timely and justified complaint about a non-conformity or defect, EneRa can at its own discretion either replace the non-conform or defected good or choose another remedy. As far as the complaint can be repaired within a reasonable time, the Customer has no right to any compensation whatsoever.
- 5.5 EneRa cannot be held liable for any fault except for deception or her own intentional or severe fault. The amount of damages are in any case limited to 5 % of the order excluding VAT.
- 5.6 EneRa cannot be held liable for any damages which have been caused by the fault of the injured person.

6 OWNERSHIP PRESERVATION

- 6.1 It is specifically agreed that all deliveries to the Customer covered by a agreement shall remain the exclusive property of EneRa as long as the Customer has not fully fulfilled all his obligations, particularly concerning the full payment of the price and all other costs and interests, if applicable.
- 6.2 If the Customer does not fulfil his financial obligations or EneRa has a legitimate fear the Customer cannot fulfil his obligations, EneRa has the right to retake or reclaim the unpaid deliveries at all times and without notice. The Customer is obliged to confer his full cooperation to EneRa if the latter executes the aforementioned right, in order to facilitate such retake or reclaim. All related costs will be paid by the Customer.
- 6.3 The Customer shall notify EneRa immediately and in writing of any seizure of goods delivered by EneRa if there is a possibility that EneRa retains the title or is still the owner of those goods.

7 FORCE MAJEURE AND HARDSHIP

- 7.1 In case of force majeure, EneRa has the right to suspend its obligations or to terminate the contract without judicial intervention. This shall not give the Customer the right to any compensation, indemnity or damages. EneRa shall inform the Customer of the circumstances and of its decision.
- 7.2 Circumstances which are seen as force majeure are: war, riots or other disturbances of public order, fire, exceptional traffic/transport disruption, exceptional climatic circumstances, strikes, lock-outs, disruptive energy supply, partial or total default of third persons who have to deliver the necessary materials or services, unforeseeable decisions of governments. This list is illustrative and not exhaustive.
- 7.3 Equal to force majeure are circumstances which make the execution of the agreement impossible, unreasonable heavy or make the execution of the agreement unreasonably long, in such way that execution of the agreement cannot reasonably be demanded anymore under the same conditions. Cases of hardship are: a price increase by the producer of more than 5 % between date of order and date of delivery and increase of cost of transport with more than 10%.
- 7.4 In case of hardship, parties shall renegotiate the terms and conditions of the order.

8 INVALIDITY AND NULLITY

- 8.1 The nullity or invalidity of a specific specification of these general sales conditions at issue does not result into the nullity or invalidity of the entire agreement.
- 8.2 The void or invalid stipulation shall be replaced by a valid stipulation with the same scope by mutual agreement.

9 APPLICABLE LAW AND JURISDICTION

- 9.1 All agreements concluded with EneRa shall be governed by Belgian law.
- 9.2 In case of a dispute, the courts of the judicial district of Liège shall have exclusive jurisdiction.