

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. GENERAL

- 1.1 These general terms and conditions apply unless both parties expressly agree otherwise in writing.
- 1.2 These general terms and conditions of sale apply notwithstanding any inconsistent provisions in the buyer's purchasing conditions.
- 1.3 The delivery only includes the equipment as precisely specified in the tender or in the written order confirmation and the acceptance of tenders by the buyer also means that the buyer accepts these terms and conditions.
- 1.4 The delivery does not include: masonry, mounting supports and any other changes to pipes or to any other appliance or system whatsoever, whose relocation or alteration would be necessary for the installation of the equipment sold and, more generally, any other work that is not expressly specified in the tender or written order confirmation.

### 2. CONCLUSION OF THE AGREEMENT

- 2.1 The agreement is deemed to be concluded when Clayton confirms in writing, after receipt of an order, that it accepts the order within any period stipulated by the buyer. The period only commences on the day on which Clayton is in possession of all information that is needed for the proper execution of the order and after any requested advance payment, as stipulated in the payment conditions, has been received.
- 2.2 If Clayton stipulates a period for acceptance when making a tender, the agreement will be deemed to be concluded if the buyer confirms acceptance of the tender in writing before the expiry of this period.

### 3. DRAWINGS AND DESCRIPTIONS

- 3.1 Weights, measurements, capacities, prices, efficiency rates and other information included in catalogues, prospectuses, circulars, advertisements, images and price lists only have the nature of approximate indications. This information is only binding if the agreement makes express reference thereto.
- 3.2 Clayton will provide the installation plans for each appliance after the order has been placed.

### 4. PRICES

- 4.1 Unless stated otherwise, the prices for equipment delivered without packaging in Clayton's workshops or warehouses: are expressed in Euros. Packaging costs, transport costs and all indirect taxes relating to the delivery of the equipment are payable by the buyer.
- 4.2 The prices that appear on Clayton's quotations are those that are applicable on the date that the quotations are drawn up.
- 4.3 If any increase in wages, raw materials, taxes, social and other charges increase the original cost price or if political, economic or financial fluctuations alter the general condition of the market, we may review our prices for the remaining part of the order to be executed at any time.
- 4.4 Any change made at the customer's request to an order that Clayton has already accepted may justify a price increase and an extension of the delivery period.
- 4.5 Clayton's prices are based on normal payment conditions. Any change to these terms and conditions will imply a price increase that corresponds with the loss of interest, calculated at a rate that is 2% higher than the rate calculated by the National Bank of Belgium for discounting accepted bills with a maturity of 90 days.

### 5. PAYMENT

- 5.1 Payment will be made on the date and in the manner agreed on by the parties. If no specific payment terms are stated in the tender or order confirmation, up to 95% of the invoice for the equipment will be paid before shipment, while the balance must be paid within one month of shipment.
- 5.2 If payment is made in instalments, this will be made, as soon as the order is placed, by the presentation to Clayton of bills accepted by the buyer for the total amount of the equipment to be delivered. The premiums, discount rates and other expenses that accompany this method of payment are payable by the buyer. If payment is made in monthly instalments, Clayton will retain ownership of the equipment until the price has been paid in full. Clayton will also be entitled to dismantle and repossess the equipment delivered if the buyer fails to make its monthly payments for two consecutive months. The payments that have already been made by that time will be retained by Clayton as compensation, without prejudice to its rights to claim additional

compensation where applicable. If equipment to be paid for in instalments is sold, transferred, pledged or contributed to a company or partnership, or if one payment or the acceptance of one bill does not take place at the stipulated time, the various outstanding amounts will become immediately due and payable.

- 5.3 The advance payments made by the buyer will be deducted from the purchase price and do not constitute earnest money, the waiver of which would entitle the parties to terminate the agreement.
- 5.4 If delivery takes place before payment of the full amount due under the agreement, Clayton will enjoy all rights to and warranties on the goods, which the law allows it to reserve for itself. The buyer is obliged to cooperate with Clayton if Clayton believes it is necessary to take measures to protect its rights to and warranties on the goods.
- 5.5 Payment terms may not be deferred on any pretext.
- 5.6 The equipment will remain Clayton's property for as long as the buyer has not paid the purchase price in full.
- 5.7 The amount of every invoice that is not paid on the due date will be increased, by operation of law and without any notice of default, by 20%, subject to a minimum of €50, by way of fixed compensation that is received without prejudice to other rights.
- 5.8 The buyer will also owe Clayton default interest from the due date, by operation of law and without any notice of default. This will be calculated according to the interest rate applied by the National Bank, plus 2%.
- 5.9 Repairs and maintenance as well as any additional deliveries that are carried out during the assembly or otherwise will be invoiced weekly and are payable cash, net and without any discount.
- 5.10 The amounts that remain payable on orders, delivered or otherwise, must be adjusted in case of devaluation or a change in currency exchange rates.

### 6. DELIVERY

- 6.1 The delivery will be effected as agreed between the parties, either by direct delivery to the customer or by a simple availability notification, and either by delivery of the equipment in Clayton's factories or warehouse to a carrier or by the customer's designated transport firm. If the customer fails to designate a transport firm, Clayton reserves the right to choose one for the customer. After delivery, the risk of loss, any decrease in value or any damage passes to the buyer.
- 6.2 The principle of delivery in Clayton's factories or warehouses cannot be affected by any indications of delivery free at station, ex quay, at place of residence or repayment of all or part of the transport costs. These indications must only be regarded as price concessions, without any change in liability.
- 6.3 If the buyer gives due notice, they may carry out an inspection of the equipment intended for them, in the construction workshops, within eight days of the availability notification. If the buyer does not do so, acceptance will be deemed to take place at the moment of delivery.

### 7. DELIVERY PERIODS

- 7.1 Delivery periods are only provided by way of information. They are not binding for Clayton and do not give rise to compensation. Delivery periods begin to run from the moment that the buyer has complied with the obligations that regulate the execution of the order.
- 7.2 Delays cannot justify termination of the agreement by the buyer in any case.
- 7.3 If there is a delay in delivery, the following provisions will apply with regard to the penalty clauses expressly agreed on by the parties in writing:
  - 7.3.1 The amount of the penalty clause cannot in any case exceed 5% of the value of the equipment still to be delivered in the workshop or warehouse.
  - 7.3.2 A penalty can only be applied if the delay is attributable to Clayton, with the exception of all force majeure cases, and if both parties have drawn up a refutable report of the actual damage.
- 7.4 In case of any delay that is due to force majeure, Clayton will be entitled to either terminate the agreement or to regard the delivery period as deferred by a period that corresponds with the period for which the force majeure has been or will be applicable, all without Clayton being liable to pay any compensation.
- 7.5 Force majeure events include: any event, even an event that could have been foreseen or was foreseen, that is beyond Clayton's control and which causes appreciable changes to the general operating conditions of Clayton's industry or trade, for instance war, even if

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between foreign countries; the expansion of an existing war, either as regards the belligerents or the consequences; claims; strikes; political, economic or social unrest; fires; all government barriers or restrictions; lack of machinery; interruption to the transport of goods; power or other energy failures; breach of contract by the suppliers of raw materials or equipment required directly or indirectly for the construction of the equipment by Clayton.

This list is not exhaustive. If it deems it necessary, Clayton will keep the buyer advised of the occurrence of the aforementioned events at appropriate times.

#### 8. DELAYED RECEIPT

8.1 If the buyer does not receive or accept delivery of the goods on the date stipulated in the agreement, it will nevertheless be obliged to make the payments associated with the delivery as though the goods were delivered. In this case, Clayton will store the goods at the buyer's risk and expense. If the buyer so requests, Clayton will arrange insurance of the goods at the buyer's expense.

8.2 Clayton will give the buyer a written demand to receive or accept delivery of the goods within a reasonable time. If the buyer also fails for any reason to comply with their obligation in this regard after the period granted to it, Clayton will also be entitled, without prejudice to its right to performance in kind, to declare the agreement terminated at the buyer's expense, without judicial intervention, either in whole or in regard to the uncollected part, by means of simple written notice. In this case, the buyer will be liable, by operation of law, to pay Clayton compensation for the damage arising from this failure. This damage is fixed by the parties at 60% of the price of the goods, without prejudice to Clayton's right to prove its actual damage if this exceeds the fixed amount.

#### 9. TRANSPORT, PACKAGING, ETC.

9.1 All transactions or acts relating to transport, insurance, customs and handling of the goods outside Clayton's workshops or warehouses are at the expense and risk of the buyer, which is obliged to inspect the consignments on their arrival and, if necessary, institute claims for recourse against the transport firms or other intermediaries, even if the delivery was performed carriage paid.

9.2 If Clayton sends the equipment, this will take place at the buyer's expense.

9.3 Goods are transported at the buyer's risk. Clayton disclaims all responsibility for the regularity of transport by rail, road, sea, air or waterways.

9.4 Packaging is always at the customer's expense and will not be taken back by Clayton, unless stipulated otherwise.

#### 10. WARRANTY

10.1 Within the limits of the following provisions, Clayton provides a warranty for any defect that makes the normal use of the equipment impossible and that results from a fault in the design or production of the equipment, provided that the buyer demonstrates the fault of Clayton. The warranty obligation is limited to repairing or replacing the defective equipment or parts. All costs in connection with transport, travel time or working hours are payable by the buyer.

10.2 The normal maximum warranty against the aforementioned defects in equipment manufactured by Clayton is twelve months for steam generators, calculated from the moment of delivery or completion of the assembly (maximum of three months after delivery). In cases where the equipment is used around the clock, the length of the warranty will be reduced to half of the aforementioned period.

10.3 In order to be able to rely on the rights arising from this article, the buyer must immediately notify Clayton in writing of the ascertained defects and cooperate fully to enable Clayton to identify and remedy the defects.

In order to exclude or at least limit any consequential damage as far as possible, the buyer must in any case inform Clayton in writing within five days of discovering the defect, expressly and irrevocably at the risk of otherwise forfeiting its rights.

10.4 After receipt of this notice, Clayton will remedy the defects at its expense and as soon as possible, except in the cases referred to in Article 10.5. Unless the nature of the defect means that the repairs will be performed at the place of installation, the buyer must send any part that is defective to Clayton for repair or replacement. In that case, Clayton will be deemed to have complied with its obligations arising from this

paragraph in respect of the defective part when the duly repaired part or replacement part is delivered.

10.5 Unless otherwise agreed, the transport of the defective parts and of the repaired or replacement parts sent between the place of installation and Clayton's factory or warehouses will be at the buyer's expense and risk.

10.6 The defective parts replaced in accordance with this article will be made available to Clayton.

10.7 Clayton's warranty obligation does not extend to defects that appear in equipment that was delivered or handed over by the buyer or that arise from construction prescribed by the buyer.

10.8 Clayton's warranty obligation only extends to defects that appear under operating conditions that are envisaged in the agreement and in case of correct and normal methods of use. The warranty specifically does not extend to defects that arise from a lack of supervision or poor maintenance by the buyer, changes introduced without Clayton's written consent, repairs poorly performed by the buyer or normal wear and tear.

10.9 Clayton can only be held liable with respect to the buyer for the repairs of goods it has delivered and is not liable for any other damage, such as personal accidents, damage to or with regard to other goods that form the object of the agreement, lost profits, costs or delays, etc.

The repair, alteration or replacement of parts during the warranty period cannot result in an extension of the warranty period for the equipment.

10.10 The discovery of a defect or damage does not authorise the buyer to replace the defective parts of their own accord. Clayton must always be consulted on the advisability of an adaptation and if the buyer wishes to arrange for the replacement of one or more parts itself, it will always do so at its own risk. Clayton can no longer be bound by any warranty if any work whatsoever is performed on the appliances or systems that it has delivered by someone who is not one of its employees.

#### 11. DISPUTES AND APPLICABLE LAW

11.1 All disputes and disagreements that may arise between the parties in relation to the interpretation or performance of the agreement will fall under the jurisdiction of the district court of where Clayton has its registered office. If Clayton is the claimant, however, it may bring the dispute before any district court that has territorial jurisdiction according to general law.

11.2 Belgian legislation applies to this agreement.

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