

I. GENERAL

1. Scope of these general sales conditions.

1.1 These general sales conditions apply to all of the Buyer's quote requests and orders, and all quotes, order confirmations, invoices and other documents issued by ALCOM, as well as contracts between the Buyer and ALCOM. The general sales conditions can also be found at www.alcom.be. The Buyer's general conditions, which deviate from these general sales conditions, will not, irrespective of their name, apply and cannot be enforced against ALCOM unless they have been explicitly accepted by ALCOM in writing.

1.2 If any clause in these general sales conditions is fully or partially void or unlawful, this will not prejudice the validity and enforceability of other clauses or that part of the concerned clause which is not void or unlawful. In such cases, ALCOM and the Buyer will negotiate in good faith in order to replace the conflicting clause with a lawful clause that matches the objective and essence of the previous clause and/or to modify the clause so that it becomes legally acceptable.

1.3 If these general sales conditions have also been compiled in a language other than Dutch, the Dutch text will be decisive in case of inconsistencies.

2. Conclusion and termination of contracts.

2.1 The quotes issued by ALCOM are binding for the stipulated period. If a quote does not mention an expiration date, the quote will only be valid for 1 working day.

2.2 With the exception of that stipulated in the following sentence, ALCOM will only be bound by order confirmations that it issues, and they will only result in a binding sales contract between ALCOM and the Buyer. If there are inconsistencies between the ALCOM's quote, the Buyer's order and ALCOM's order confirmation, only the order confirmation of ALCOM will be binding. If stocked products can be delivered immediately, ALCOM can waive the afore-mentioned order confirmation without prejudicing the applicability of these general sales conditions.

2.3 Under no circumstances is the Buyer entitled to unilaterally cancel the order confirmation of ALCOM and the sales contract for products that has been concluded with ALCOM. The Buyer can only cancel a concluded contract if this is explicitly accepted by ALCOM in writing and if ALCOM is compensated for any incurred damage. If ALCOM explicitly agrees with such cancellation in writing, the Buyer is ipso jure without notice bound to pay compensation to ALCOM of at least 25% of the sum that the Buyer would have owed to ALCOM if the contract had been carried out, without prejudicing the rights of ALCOM to claim full compensation for incurred costs and damage.

II. CONDITIONS CONCERNING SALE OF CUSTOMER-CONFIGURED PRODUCTS

3. Customer-configured products.

3.1 Customer-configured products are regarded as standard products which, upon request from the Buyer, are configured and modified to suit the Buyer's needs, based on specifications determined by ALCOM and/or its manufacturer. The Buyer is responsible for the information that he supplies, which is used as a basis to establish specifications by ALCOM and/or its manufacturer, in order to modify the standard products to comply with the needs of the Buyer.

3.2 Timetables supplied by ALCOM in relation to customer-configured products are merely indicative, and thus not binding.

3.3 ALCOM will deliver the customer-configured products in accordance with the specifications established by ALCOM and/or its manufacturer, whereby ALCOM will bear no responsibility whatsoever concerning the final purpose of the customer-configured products unless the Buyer has explicitly mentioned the (final) purpose of the customer-configured products in writing, and this has been explicitly accepted by ALCOM in writing in advance.

3.4 Non recurring engineering costs (NRE Costs): The Buyer will owe NRE costs for customer-configured products, as mentioned in the quotes and/or order confirmations of ALCOM. If the NRE costs are not paid (in full), ALCOM will be entitled to suspend development and production of the customer-configured products until the NRE costs have been paid in full by the Buyer, without prejudicing ALCOM's other rights of recourse against the Buyer.

3.5 Acceptance of customer-configured products.

Customer-configured products will be deemed to have been accepted:

a. if the parties have agreed an evaluation procedure with prototype: upon acceptance of the prototype by the Buyer

b. if the parties have not agreed an evaluation procedure with prototype: upon delivery

Acceptance of the development of customer-configured products can never be refused on the basis of other grounds than those strictly connected to the specifications explicitly determined by ALCOM and/or its manufacturer. Irrespective of the acceptance possibilities mentioned under a and b, the development of customer-configured products will always be deemed to have been accepted if the Buyer has already used the products for production purposes.

3.6 The Buyer is obligated to purchase all stocks of customer-configured products that ALCOM has kept upon request from the Buyer.

III. CONDITIONS CONCERNING SALE OF STANDARD PRODUCTS AND CUSTOMER-CONFIGURED PRODUCTS

4. Delivery and transfer of risks.

4.1 Unless agreed otherwise in writing, delivery times will only be mentioned for information purposes and are thus not binding.

4.2 Under no circumstances can delays in the execution of deliveries by ALCOM result in compensation or dissolution of the contract at the expense of ALCOM, unless deliberate or repetitive gross negligence in the matter has been proven on the part of ALCOM.

4.3 ALCOM is entitled to make partial deliveries if not all sold products are available or in stock.

4.4 The delivered products will remain the property of ALCOM until the Buyer has paid the total price, plus any interest and costs. Nonetheless, risks relating to the products will already be transferred at the moment of delivery.

4.5 The delivery of products shall occur at the Buyer's risk at all times, and the Buyer shall take out insurance for possible damage claims. After the delivery of Products, the Buyer shall bear all risks, including the risk for loss or destruction.

4.6 If the Buyer does not collect the products and/or receive the delivery on the agreed date (of delivery), ALCOM will be entitled to charge a storage fee, which is calculated on a monthly basis and whereby each started month will be regarded as a whole month, equal to 1% of the price of the non-received products and with a maximum of 10%, unless ALCOM can demonstrate that the actual costs exceed the storage fee. In the meantime, the Buyer will also bear all risks associated with the products.

5. Force majeure - Hardship.

5.1 If execution of the contract(s) or delivery of the products is not possible due to circumstances beyond the control of ALCOM, ALCOM will be entitled to fully or partly suspend its obligations for as long as the case of force majeure continues.

Force majeure could include: strike action or lock-out, an import or export ban on products, fire, war, pandemic, lockdown, epidemic, natural disasters, flooding or water-related nuisance, government decisions, unavailability of products due to a case of force majeure at a supplier/manufacturer of ALCOM or due to an unforeseen circumstance that cannot be attributed to ALCOM or its manufacturer/supplier.

Agreed delivery and execution periods will be extended by the duration of the case of force majeure. If necessary and possible, parties will agree a new execution period in good faith.

If a case of force majeure lasts for 6 months without interruption, ALCOM or the Buyer will be entitled to terminate the contract without having to pay any form of compensation.

5.2 Hardship: A hardship event(s) is defined as: every unforeseeable circumstance that is beyond the control of ALCOM, which cannot be qualified as force majeure, could not be reasonably foreseen when the contract was concluded and makes execution of the agreement by ALCOM extremely difficult, whereby an imbalance is created in the contract and ALCOM cannot be reasonably expected to operate further under the same contractual conditions, such as e.g. currency devaluation, unforeseen and sudden scarcity of materials or transport possibilities that seriously hinder the import/export of products and significantly increase the cost price. If a hardship event is encountered, ALCOM will notify the Buyer of this in writing and ask for the existing contract to be renegotiated. Parties undertake to enter into such negotiations in good faith and failing a successful renegotiation within a reasonable period (minimum 60 days) of notification to Buyer of the hardship event, ALCOM shall be entitled to terminate the existing contract without costs or compensation.

6. Warranty, Complaints and Liability.

6.1 APPARANT DEFFECTS AND NON-CONFORMITY. The Buyer must immediately receive and inspect the products delivered by ALCOM. Complaints relating to apparent defects and non-conformities must be submitted in writing via e-mail or registered letter, no later than 2 days after delivery and before any form of processing has been carried out by the Buyer.

If a complaint is submitted on time, and is deemed to be well-founded by ALCOM and thus accepted, the products can only be returned for replacement after the Buyer has received an RMA number (Return Material Authorisation reference number) from ALCOM in writing. The same approach (obtaining an RMA number) also applies if products are returned with the intention of having them returned for repair.

6.2 HIDDEN DEFECTS AND HIDDEN NON-CONFORMITY. Complaints relating to hidden defects and non-conformities must be submitted by sending an e-mail or registered letter to ALCOM within 15 days of them being discovered, but no later than 6 months after delivery. Within this period of time, the Buyer must offer ALCOM a precise written description of the defective and to-be-inspected products, and must make sure that the products remain accessible to ALCOM.

If the Buyer fails to honour its obligations under this article or if the products have been processed, modified, sold or are no longer in the possession of the Buyer, any accompanying complaints cannot be accepted. In case of timely and well-founded complaints due to a hidden defect or non-conformity, the Buyer will only be allowed to request a discount in the price, request replacement or request a refund for the defective products, without the Buyer being entitled to claim any other form of compensation. If products will be returned, the Buyer must request an RMA number from ALCOM in writing in advance.

6.3 Quality-related requirements or quality norms must be explicitly agreed for the products to be delivered by ALCOM. The warranty obligations of ALCOM will not extend beyond the explicitly agreed quality clauses or quality norms, and will certainly be restricted to the warranty provided by the manufacturer of the products to be delivered. ALCOM does not guarantee, and will never be deemed to guarantee or warrant, and is not responsible for ensuring that the purchased products are suitable for the (final) purpose for which the Buyer wants to process, incorporate or use them (i.e. as 'the final use'), unless the Buyer has explicitly mentioned the (final) purpose of the products in writing and this purpose has been explicitly accepted by ALCOM in writing.

6.4 ALCOM's liability vis à vis the Buyer, for all direct costs and damage possibly caused by ALCOM, will always be limited to the amount of (i) the price of the products, as mentioned on the invoice, or (ii) of the coverage under its insurance, if applicable and such within the limits of the coverage of said insurance. ALCOM commits itself to at all times insure its civil liability with a recognized insurance company in The Netherlands. If necessary, the Buyer can always ask ALCOM to provide proof of said insurance. ALCOM cannot be held liable for any indirect, social, incidental, punitive, consequential or product-related damage, such as but not restricted to transport costs, journey and accommodation costs, costs for (dis)assembly and/or (re-)installation, decreases in profits, business stagnation, loss of clients and claims by third parties (including the customers of the Buyer), unless fraud or deliberate or repetitive gross negligence on the part of ALCOM has been proven.

6.5 The Buyer indemnifies ALCOM against all possible claims based on product liability legislation.

7. Price and payment.

7.1 Unless stated otherwise in writing, all prices mentioned by ALCOM exclude transport costs, VAT, all other levies, and import duties in the country of use/receipt.

7.2 ALCOM reserves the right to modify the prices that it implements in future quotes and contracts. Such future price changes will have no impact on existing quotes and already concluded contracts.

In addition, ALCOM is entitled to modify the price of products in existing quotes, order confirmations and concluded contracts due to objectively demonstrable elements, such as but not restricted to (i) exchange rate fluctuations over 3%, (ii) prices changes in one or more elements in the production or logistical chain and/or (iii) price fluctuations in (raw) materials/components needed for the products, which are passed on to ALCOM by suppliers/manufacturers of the products or by logistical partners. In such cases, the previously agreed price will be proportionately modified depending on the changed objective parameter in the previously mentioned price, and after serving prior written notice to the Buyer.

7.3 If orders and order confirmations are in a foreign currency, ALCOM reserves the right to bill in EUR based on the daily exchange rate.

7.4 All invoices of ALCOM must be paid in cash at its registered office, unless agreed otherwise in writing. The invoiced total must be paid as a net amount. Discounts for immediate payment must be agreed in writing in advance. Bank and discount costs must be paid by the Buyer.

7.5 Objections against the invoices of ALCOM must be well-founded, and made in writing within 8 days of the invoice date.

7.6 If the invoices of ALCOM are not paid by the due date, the Buyer must, ipso jure and without prior notice of default, pay compensation to ALCOM of 10% of the outstanding invoice total, with a minimum of €60.00. Furthermore, the Buyer must, ipso jure and without prior notice of default, pay ALCOM late payment interest of 1% for every month commenced.

7.7 ALCOM reserves the right to suspend further deliveries, without prior notice of default and without prior court intervention, if the Buyer fails to meet the agreed payment conditions or if there are objective reasons to assume that the invoices may not be paid by the Buyer or that the Buyer's creditworthiness is at risk. In this case, ALCOM will be entitled to change the credit and payment conditions of the Buyer at any time, or to request a bank guarantee or other security from the Buyer.

8. Transport.

Unless explicitly agreed otherwise in writing, the products to be delivered by ALCOM will travel from the warehouse of ALCOM at the expense and risk of the Buyer, irrespective of the sales contract stipulating FRANCO, FOB or CIF shipment term.

All loss or damage that occurs during transport of products will thus be at the expense of the Buyer who, in such cases, cannot make any claims against ALCOM and must exercise recourse against the actual transporter to make potential claims.

9. Governing law and competent courts.

The conclusion of contracts with ALCOM, their validity, existence, execution and interpretation, as well as any resulting disputes, will be subject to Dutch national law, with the exception of the United Nations Convention for Contracts for the International Sale of Goods, established in Vienna on 11 April 1980 (Vienna Trade Treaty). All disputes between the parties shall be settled at claimant's choice before the Dutch court in Rotterdam, The Netherlands.