

## General Terms of Sale of Entiris NPO

### Tender

- The standard tender period for a price tender is 1 month from date of issue, which means that if there is no written confirmation from the client within the period, the price tender automatically expires and is no longer a binding offer. Unless otherwise explicitly agreed, the validity of this tender is limited to the order or volume defined below, which means that in the case of new orders Entiris has the right to revise the prices as a function of the current situation.
- Prices are "ex works Entiris", which means that the shipment of goods proceeds at risk to the client or to the addressee assigned by the client and excluding VAT.

### Production

- The standard required production time between the written order and delivery is 3 weeks.
- When scheduling orders, determining capacities and tracking logistics, the client must take into account the days when the business is closed as set down annually in the Entiris calendar, when can be obtained on simple request.
- To the degree that the client deviates from the specifications it sets down (i.e. means of shipment, required product treatment, product requirement or quality controls), which generate extra costs, these shall be passed along to the client. If necessary the relevant (quality) documents will be adapted by mutual agreement.

### Delivery

- The proposed delivery deadline for goods or the performance dates for services are only given as guidelines and are not binding. The failure to meet these dates does not entitle the client to claim compensation for damages, interest or cancellation of the order. If the order is nevertheless cancelled before the work is completed or the goods are delivered, an amount equal to 15% of the agreed-upon price will be demanded from the client by title of compensation for damages.
- No goods in inventory or in process, or in possession of the client are insured by Entiris against any risk. Entiris accepts no responsibility for possible damages.
- When the client exceeds the agreed-upon date of acceptances, the goods are regarded as delivered on the date proposed in the agreement. Starting from that date warehousing costs will be billed at the amount of 0.75 euro per pallet per week. If no specific date is agreed upon, then the packaging date + 10 days will be deemed the reference date for delivery. The warehousing costs will be billed starting from that date and this for each week started.
- In general Entiris' liability under civil law is limited to a maximum amount of 2.5 million Euros per loss event and per year and in the sense of insured under precondition of mutual renunciation of recourse.

### Materials

- The materials used by Entiris on commission for the client, drawings made, technical descriptions, drafts, patterns, moulds, stamping dies, etc. remain at all times the material and intellectual property of Entiris, even if the client contributed all or part of the cost price for them. They may not be used, reproduced, shared with third parties or publicly disclosed in any other fashion without the prior written consent of Entiris.
- For the client-specific materials that Entiris purchases in order to be able to complete the client's order, the client commits to complete acceptance and payment, preferably in the unit price but if necessary also in a separately arranged delivery and billing.

### Payments

- The billing statements are due and payable in our business headquarters 30 days to the end of the month.
- Pre-payment is requested for the first order.
- Billing statements that are not paid on the due date generate by law an interest of 1.25% per calendar month, chargeable starting on the due date without notice of default. Moreover, the amount owed shall be owed increased by at least 15% and a minimum of 50 Euros by law and without notice of default, as fixed compensation for damages from the out-of-court costs generated by the failure to pay and without this preventing an assertion of possible additional damages.

### Disputes

- Complaints may be submitted within eight days of delivery; if not they will not be accepted.
- The client cannot demand claims for compensation for damages from Entiris for damages that originate with the client and/or the client's supplier.
- All unforeseen/ extra costs for Entiris that originate with the client and/or the client's supplier, are the financial responsibility of the client.
- All disputes fall under the exclusive jurisdiction of the courts of Leuven.