

GENERAL CONDITIONS OF SALE AND DELIVERY

1. These general conditions of sale and delivery apply to all our offers, products and services and automatically and absolutely prevail over common law and any conditions of the buyer/customer. These general conditions of sale and delivery therefore form an integral part of the contract. No deviations will be permitted without explicit written confirmation from SISA N.V. By accepting the delivered goods and services, the buyer/customer explicitly accepts these conditions. The deadlines appearing in these conditions must always be strictly respected, under penalty of foreclosure.

2. The delivery time is purely indicative and is not binding on SISA N.V. The contract remains valid even if the delivery time is exceeded. The order can only be cancelled by the customer with the written consent of SISA N.V., namely by mutual agreement. Exceeding the delivery time cannot under any circumstances give rise to compensation or refusal to receive the goods. SISA N.V. is in no way responsible for delivery delays resulting from force majeure, strikes, war or measures imposed by public authorities.

3. The prices indicated by SISA N.V. in quotes and order confirmations are established on the basis of current cost prices, purchase prices from suppliers, exchange rates, customs duties, taxes, wages, transport costs, prices of raw materials and consumables used.

If a price increase were to occur in the period between the quote or confirmation of the order and delivery, and if this increase is greater than 5% compared to the calculated price, putting SISA NV (or its suppliers) in front of the done, SISA NV reserves the right to review the prices and align them accordingly.

Such price increase does not give the buyer the right to cancel an order. However, the buyer may request SISA N.V. to provide the necessary evidence on the basis of which the price revision is to take place.

4. Under penalty of foreclosure, any apparent defects, complaints and remarks must be reported by registered and substantiated letter to the head office of SISA N.V. no later than eight days following receipt of the goods.

Complaints or claims concerning hidden defects must, under penalty of foreclosure, be notified to the head office of SISA N.V. no later than eight days following the discovery of the hidden defect, by registered letter with reasons.

5. All shipments of goods are at the sole risk of the buyer. Unless otherwise agreed in writing with SISA N.V., shipping costs are the responsibility of the buyer.

6. The return of goods can only be made with the explicit consent of SISA N.V. Any such return will always be at the expense of the buyer. Goods returned within eight days of delivery may, upon approval of SISA N.V., be taken back for a maximum value of 90% of the invoice value of the returned goods. After this eight-day period, the goods may be taken back for a maximum value of 70% of the invoice value.

7. Invoices from SISA N.V. are payable in Zedelgem. Unless otherwise agreed in writing, invoices from SISA N.V. are payable within 30 days of the invoice date, with the exception of invoices whose amount (including VAT) does not exceed EUR 500.00. These invoices are payable in cash.

8. In the event of non-payment of the invoice on the due date, the buyer will be liable, automatically and without prior notice, for interest at the rate of 12% per year from the invoice date.

In addition, any unpaid invoice on the due date will result in the buyer being charged, automatically and without prior notice, a fixed compensation equal to 10% of the invoice amount, with a minimum of 75.00 EUR.

9. SISA N.V. may refuse to execute new orders if previous orders have not yet been paid by the same buyer.

Non-payment on the due date of an invoice makes the balance owed by the same buyer of invoices that have not yet expired automatically and immediately due and payable.

10. Furthermore, if the buyer fails to fulfil his obligations, SISA N.V. may cancel the sale by simple expression of will sent by registered letter.

11. SISA N.V. has the right to invoice the goods and works/services as they are delivered, even if this delivery is only partially carried out. If the buyer has not paid these invoices by the due date, SISA N.V. will have the right to interrupt further deliveries until it has received full payment of the unpaid invoices.

12. Representatives and other intermediaries are not authorized to receive funds. The orders listed by them only bind SISA N.V. after confirmation by the latter.

13. Without prejudice to the buyer's risk regarding the goods, SISA N.V. reserves the right of ownership of the delivered goods until full payment of the price, including VAT. The buyer bears all risks associated with these goods upon delivery.

14. SISA N.V. assumes no liability for the use and application made by the buyer of the delivered goods. SISA N.V. is not responsible for any damage or harm suffered by the customer, except in the case where it was caused by a serious or intentional fault of SISA N.V. or one of its employees.

SISA N.V. cannot be held responsible for direct or indirect damage caused to people or property resulting from use of the goods or installations that is contrary to the recommendations of SISA N.V. and the user manual.

SISA N.V. cannot be held responsible for damage resulting from the intervention of a third party or if the goods or installations delivered have been brought into contact and/or transformed with goods or parts delivered and/or installed by the buyer himself or by a third party, or if they have been integrated into these goods or parts, and this without the written consent of SISA N.V.

If the liability of SISA N.V. should be incurred for the goods delivered or for an installation carried out by SISA N.V., the maximum amount of compensation which may be due to the buyer / customer may in no case exceed the price paid by the buyer/customer for the goods or installation in question.

15. Belgian law applies to the exclusion of all others.

Any dispute and/or litigation will be under the exclusive jurisdiction of the courts of the district of West Flanders. Depending on the case, this will be the Justice of the Peace of Torhout, the Business Court of Ghent, Ostend division, or the Court of First Instance of West Flanders, Bruges division.