



A.P.P. bvba - Rolls & Sheets - Service & Consult

Onze-Lieve-Vrouwstraat 65 - BE-3560 Lummen
BE 0685 854 039 RPR Hasselt
www.aprioriplastics.com e-mail: info@aprioriplastics.com

ING-Bank * IBAN: BE95 3631 6987 7958 * BIC: BBRUBEBB

Sales conditions

1. AGREEMENT

1.1. The orders are executed at our prices, in effect on date of delivery, except where the goods are taken within 30 days of order.

1.2. All prices are indicated in EUR, exclusive of VAT and other taxes that always are at the expense of the buyer.

1.3. The buyer shall be liable for the correctness of his company details, including his VAT identification number. Any damage that occurs in the absence of them can be recovered from the buyer.

Comment (JG1): Sometimes the invoices are not accepted by the VAT administration because of an incorrect VAT number. In that case fines and rejection of the VAT can follow.

1.4. Commitments entered into by our intermediaries, as well as the contents of our publications, are binding only after express written confirmation on our part. A.P.P.. is never liable for any damage caused by errors, printing errors etc., which may occur in our quotations, letters, catalogues, website, brochures etc.

1.5. Unless expressly agreed otherwise, A.P.P.. is only bound by its own quotation and/or order confirmation and the conditions below, with the express exclusion of the private contractual conditions of the buyer. In case of

deviation, the special conditions always take precedence on the general terms and conditions.

1.6. In case of cancellation by the buyer a lump sum of 20% of the total price, excluding VAT, will be owed automatically and without notice.

1.7. In the event of non-payment on a single due date or non-compliance with any other contractual obligation by the buyer, A.P.P. is entitled, without prejudice to its right to compensation, to either suspend the execution of the agreement automatically and without prior notice, or to dissolve it automatically and without notice, without prior recourse to the Court, by the mere sending of a registered letter. From that time A.P.P.. will be entitled to recover the sold goods, without prejudice to the right to compensation

1.8. The goods sold remain the property of A.P.P.. until full payment of the selling price in principal and other charges. In case of resale the retention of title is transferred to the resale price. However, the risk shall be transferred to the customer as from the signature of the contract.

2. SUPPLIES

2.1. The shipments, even freight free, shall take place at the expense and risk of the buyer.

2.2. The buyer has to examine the products delivered with the necessary care on arrival. Complaints regarding visible defects, non-conforming delivery or shortages that at the latest are not reported by the buyer 3 days after

receipt of the goods in writing to A.P.P.. are inadmissible. It is up to the buyer to prove the defects, non-compliance or shortages, as well as the fact that these deficits are not the result of the transport by the third carrier. A.P.P. is never liable for a defect caused by wrong use or poor maintenance.

2.3. Any complaints regarding hidden defects must immediately after the discovery thereof, and at the latest 6 months after receipt of the goods be notified in writing by the buyer to A.P.P.. Any subsequent complaint is inadmissible. It is up to the buyer to prove the defect of the goods delivered by A.P.P.. In case of proven defect A.P.P., at its option, will proceed with the replacement of the defective good, or by (partial) credit of the corresponding invoice to the benefit of the buyer. All other claims, including the reimbursement of costs, damages and interest due to personal accidents, damage to movable and immovable property, harm to the business interests and trading loss, either directly or indirectly caused by the client or third parties, are expressly excluded, which is expressly accepted by the buyer by accepting these terms and conditions.

2.4. Except where it is expressly noted, the products are not fire resistant

2.5. The delivery of products and/or services is not in any way the transfer of the rights of intellectual property. The buyer will not delete or change indications of A.P.P.. or its suppliers concerning intellectual property.

2.6. Any returns will only be accepted in the case it was submitted to A.P.P.. in advance and the latter has given its written consent on this matter.

2.7. Each listed delivery term is informative. Any delay may not give rise to compensation or dissolution of the agreement



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3. PAYMENT

3.1. The invoices are payable at the registered office of A.P.P.. within 30 days of the invoice date and without discount, unless otherwise agreed in writing.

3.2. Any unpaid invoice is from its due date, automatically and without notice, increased by an annual interest rate of 12% as well as a flat-rate compensation amounting to 10% of the outstanding invoice amount with a minimum of 124 EUR, except if the actual recovery costs would be higher.

3.3. Complaints and comments regarding our invoices need to be received by the seller within 8 days of receipt in writing. After expiry of that period, the invoice will be deemed to have been accepted.

4. APPLICABLE LAW AND JURISDICTION

4.1. The invalidity of one of the clauses in the special or the general terms and conditions does not result in the invalidity of the agreement.

4.2. This transaction shall be governed by Belgian law, to the exclusion of the Vienna Sales Convention. In case of dispute the courts of Hasselt (Belgium) have exclusive competence, with the understanding that A.P.P.. is entitled to bring a dispute before the Court of the buyer's registered office.