

GENERAL TERMS AND CONDITIONS OF SALE

The Agreement is entered into between the Customer (as specified in the Purchase Order) and Re Panels 3 (as defined in these conditions).

Article 1: Definitions

- "Re Panels 3": The joint-stock company Re Panels 3, with registered office at Avenue Arnaud Fraiteur 15 (box 23), 1050 Brussels, registered with the Belgian Companies Register under no. 0732.813.521
- "General Terms and Conditions of Sale": Re Panels 3's general terms and conditions of sale, as set out herein.
- "Customer": The person specified in the Purchase Order, who agrees to purchase the Products from Re Panels 3 and to whom Re Panels 3 agrees to sell the Products.
- "Agreement": The agreement for the purchase of Products by the Customer from Re Panels 3.
- "Parties": The parties to the Agreement, to which these General Terms and Conditions of Sale apply, i.e. Re Panels 3 and the Customer.
- "Purchase Order": The document issued by Re Panels 3 containing the specifications of the Products ordered and the Customer's details, which the Customer must accept, including tacitly, for the Agreement to be entered into between the Parties.
- "Product": The door panels marketed by Re Panels 3 and supplied to the Customer in accordance with these General Terms and Conditions of Sale, including any ancillary products. The Products are marketed under the Epco and Tecsedo brand names.
- "Force Majeure": An unforeseeable, external and irresistible event, which must be beyond the Parties' control and which cannot be avoided or overcome by reasonable means, making the performance of an obligation by one or more Parties impossible. Force Majeure includes, without limitation, natural disasters, war, strikes, acts of terrorism, epidemics or pandemics, government measures, etc.
- "FCA": Meaning in accordance with the definition of the FCA Incoterm of the International Chamber of Commerce (2020), which implies the handing over to the Client of the Product packaged by Re Panels 3 at the Factory or to the carrier designated by the latter, also at the Factory, and the loading of the transport vehicle, after having carried out customs clearance of the Products, where applicable.
- "Product Price": The price of the Products, as set out in the Purchase Order, excluding the Delivery Price.
- "Delivery Price": The cost for the transport of the goods, by a third-party carrier, from the Re Panels 3 Factory to the Customer's delivery address. The Delivery Price is collected by Re Panels 3 on behalf of the carrier.
- "Factory": The place of manufacture or storage of Re Panels 3's Products.
- "Total Price": The total value of the Product Price and the Delivery Price (if applicable).

Article 2: Scope of these General Terms and Conditions of Sale

Re Panels 3 sells and the Customer purchases the Products for the Total Price in accordance with these General Terms and Conditions of Sale, which govern the Agreement, to the exclusion of any other general terms and conditions, which will be considered unenforceable against Re Panels 3. No purported amendment to these General Terms and Conditions of Sale shall be binding on Re Panels 3 unless accepted in writing by Re Panels 3 in a specific Purchase Order.

Article 3: Orders and Product Specifications

No order submitted by the Customer shall be deemed to be accepted by Re Panels 3 and no offer shall be deemed to be made by Re Panels 3 until confirmed and acknowledged in writing by Re Panels 3 in a Purchase Order. Any offer made by Re Panels 3 in any document other than a Purchase Order shall be considered as a quotation and shall not represent a contractual commitment.

The Agreement is only concluded when the Purchase Order issued by Re Panels 3 is accepted by the Client. The Agreement shall be deemed to have been accepted in the absence of any comments sent to Re Panels 3 by the Client within 24 hours (working day) of receipt of the Purchase Order. The Customer is responsible for verifying the accuracy of the information provided in the Purchase Order. Once the Agreement has been entered into, the quantity, quality, description and any other Products features shall be as stated in the Agreement. Any changes by the Customer may give rise to additional costs (increase in the cost of raw materials, storage costs, etc.), or even to compensation corresponding to the indemnity for termination of the Agreement, as defined in Article 5, if the Product has already been put into production. However, Re Panels 3 reserves the right to make any changes to the Products necessary to comply with any applicable safety or other legal requirements.

Article 4: Price

The Customer shall pay the Product Price and, if applicable, the Delivery Price (together, the "Total Price") to Re Panels 3 or any other legal entity designated by it.

Re Panels 3 reserves the right, by notice to the Customer at any time after the execution of the Agreement, to increase the Product Price to reflect any increase in the cost of raw materials to Re Panels 3 due to changes in the price of raw materials or any other factor beyond Re Panels 3's control.

The Delivery Price is the price applied by a third-party carrier to the Customer, through Re Panels 3. The carriage contract is executed directly between the carrier and the Customer: in this context, Re Panels 3 acts solely as a transport broker. Where applicable, the Delivery Price is included, for convenience, in the Total Price charged to the Customer, but this does not in any way affect Re Panels 3's status as a transport broker.

The Total Price does not include value added tax, or other state or local taxes, which the Customer is legally required to pay, and the Customer undertakes to pay such taxes.

Article 5: Payment Terms

Re Panels 3 shall be entitled to charge the Customer the Product Price or, if applicable, the Total Price at any time after the execution of the Agreement.

Re Panels 3 reserves the right to request pre-payment of the Product Price or, where applicable, of the Total Price before the Product is delivered.

Unless other payment conditions have been accepted by Re Panels 3, no later than 30 days after receiving the invoice from Re Panels 3, the Customer shall pay the amount invoiced, in accordance with the instructions on the invoice, even if the delivery of the Product by Re Panel 3 to the Customer has not yet taken place and the ownership of the Products has not been transferred to the Customer, in accordance with Article 6 below. All invoices shall be deemed to have been accepted in the absence of a specific written objection within 15 days of receipt.

If the Customer fails to pay the full Price invoiced by Re Panels 3 by the due date specified on the invoice, Re Panels 3 shall have the right, at its sole discretion, to :

- suspend the delivery of the Product until full payment has been made;
- terminate the Agreement due to the Customer's default, with immediate effect and without prior judicial recourse and/or suspend any other order of the Customer;
- apply any payment made by the Customer, as performance of other Agreements subsequent to the disputed Agreement, to the payment of the Products price under the disputed Agreement.

Re Panels 3 shall not exercise its right to terminate the Agreement (see above) without first notifying the Customer in writing of their failure to pay the Total Price in accordance with these General Terms and Conditions of Sale and allowing the Customer a period of ten business days from the notice date to make full payment.

In the event of termination of the Agreement, the Customer shall pay Re Panels 3 a lump-sum compensation equal to 15% of the Product Price if the Product has already been put into production.

In any event, in case of late payment by the Customer, Re Panels 3 shall be entitled, as of the day following the due date of the invoice, by operation of law and without formal notice, to the payment of interest at the benchmark rate increased by seven percentage points and rounded up to the next higher half percentage point, in accordance with the provisions of the Belgian law of 2 August 2002 concerning the fight against late payment in commercial transactions. In the event of non-payment (including partial) attributable to the Customer despite Re Panels 3's reminder, the Customer shall be liable, in addition to the Total Price, for a lump-sum compensation equal to EUR 500, intended to cover the administrative costs linked to the debt collection.

Article 6: Delivery of the Products, Risk and Ownership Transfer, Retention of Title

Without prejudice to any express indication to the contrary in the Purchase Order, the Products are delivered to the Customer on an FCA basis.

Therefore, notwithstanding any clause to the contrary, the risk of damage to or loss of the Products is transferred to the Customer when the Products, once packaged, are handed over at the Factory to the Customer or carrier designated by the Customer (the "Risk Transfer Date").

The ownership transfer of the Re Panels 3 Products is subject to the Customer paying the Total Price. Until the Total Price is not paid in full by the Customer, Re panels 3 remains the owner of the Products concerned.

Article 7: Warranties and Liabilities

Warranty

The Products supplied by Re Panels 3 are guaranteed in accordance with the requirements set out in the "Guarantee and Prescriptions" document for the Epco or Tecsedo brand Product, depending on the brand of Product purchased.

A Product shall be deemed to be defective if it does not comply with the specifications set out in the Purchase Order or if it does not fulfil the specific function desired by the Customer, provided that this specific function was notified by the Customer prior to entering into the Agreement and that this specific function corresponds to the use generally made of this type of product.

Re Panels 3 is not responsible for defects in the Products that result from a specification not provided by the Customer, nor for the Customer's failure to install the Products correctly or to comply with Re Panels 3's installation guidelines set out in the Products' "Guarantee and Prescriptions" document.

Similarly, Re Panels 3 is not liable for defects resulting from normal wear and tear, intentional damage by the Customer, the Customer's negligence, abnormal working conditions, the Customer's non-compliance with Re Panels 3's (oral or written) instructions, the Customer's misuse, modification or repair of the Products without Re Panels 3's approval.

Finally, the abovementioned warranty does not apply, and Re Panels 3 cannot be held liable, if the Total Price has not been paid by the due date of the invoice.

Dispute Procedure and Limitation of Liability in the Event of a Defect

If the Product were to present a defect (as defined above), a dispute must be made by the Customer by sending an electronic notification to this effect on the Repanels 3 sites by sending an email to the address of the contact person from the Rpanels 3 sales team within seven days following the discovery of the defect. The complaint must be substantiated (description of the complaint) and supported by evidence (photos and product tracing). If the Customer fails to notify Re Panels 3 in accordance with the abovementioned conditions, the Customer shall no longer be entitled to challenge the defect and Re Panels 3 shall not be liable for such defect or failure; the Customer shall pay the Total Price as if the Products had been in accordance with the Agreement and any specification.

In the event of a defect in the Product and in the event of a complaint being filed under the abovementioned conditions, Re Panels 3 undertakes to seek the most appropriate solution with the Customer, who undertakes to cooperate in good faith in the search for such a solution.

Limitation of Liability

Except in the case of death or personal injury caused by the Re Panels 3's negligence, Re Panels 3 shall not be liable to the Customer for any damage, direct or indirect, special, incidental, or economic, including, without limitation, any loss or damage resulting from loss of time, financial loss, loss of data, loss of goodwill, loss of business or loss of profits arising out of or in connection with the supply of the Products or their use or sale by the Customer, except as expressly provided in these General Terms and Conditions of Sale, and Re Panels 3's total liability for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage whatsoever arising out of or in connection with the Agreement or otherwise, shall in no circumstances exceed the Total Price of the Products.

Article 8: Force Majeure

Notwithstanding any other provision of the Agreement, Re Panels 3 shall not be liable to the Customer for any delay in the performance or non-performance of any of its obligations under the Agreement, to the extent that the delay or non-performance is due to Force Majeure, of which it has informed the Customer.

Article 9: Severability

The invalidity of any provisions hereof shall in no way affect the validity of the general terms and conditions as a whole, which shall remain in full force and effect.

Article 10: Joint Liability

In the event of multiple Customers/debtors in relation to an Agreement, all debtors shall be deemed to be jointly and severally liable for all obligations arising from these General Terms and Conditions of Sale.

Article 11: Jurisdiction

Any dispute arising from the application of these general terms and conditions or from the performance of the contractual relations between the parties shall, failing amicable settlement, if necessary by means of mediation, be submitted to the Courts of Tournai.

Article 12: Applicable Law

Any relationships between the Parties is governed by Belgian law.