

GENERAL TERMS & CONDITIONS OF SALE

Lithoss NV

1. Scope

- 1.1 These General Terms & Conditions (“GTC”) apply to all quotations, offers, order confirmations, agreements, sales and deliveries by Lithoss NV (“Lithoss”).
 - 1.2 By placing an order, the customer acknowledges having received and accepted these GTC.
 - 1.3 The customer’s general purchasing conditions shall not apply unless expressly accepted in writing by Lithoss.
-

2. Quotations and Orders

- 2.1 All quotations are without obligation unless expressly stated otherwise.
 - 2.2 Prices and quotations remain valid for thirty (30) calendar days unless otherwise specified.
 - 2.3 An agreement is only concluded upon written order confirmation by Lithoss or when Lithoss commences execution.
 - 2.4 Lithoss reserves the right to refuse orders without stating reasons.
-

3. Prices

- 3.1 Prices are exclusive of VAT, taxes, customs duties, transport, insurance and any other charges unless otherwise agreed.
 - 3.2 Unless agreed otherwise, deliveries are made Ex Works (EXW) Lithoss (Incoterms® 2020).
 - 3.3 Lithoss may adjust prices before delivery where production costs materially increase due to circumstances beyond its reasonable control, including raw materials, labour, transport or energy costs.
-

4. Payment

- 4.1 Invoices are payable by the end of the next month following the delivery unless agreed otherwise.
 - 4.2 Late payment automatically gives rise to statutory interest in accordance with Belgian law.
 - 4.3 In addition, the customer shall owe a fixed compensation equal to 10% of the outstanding amount, with a minimum of EUR 150, without prejudice to Lithoss's right to recover higher actual damages.
 - 4.4 Lithoss may suspend deliveries while invoices remain unpaid.
 - 4.5 The customer may not suspend payment or set off any claim against amounts due unless such right is established by a final court judgment or mandatory law.
-

5. Delivery

- 5.1 Delivery dates are estimates only.
 - 5.2 Delays shall not entitle the customer to cancel the agreement or claim damages unless expressly agreed otherwise.
 - 5.3 Partial deliveries are permitted.
 - 5.4 Risk transfers according to the agreed Incoterms®.
-

6. Retention of Title

Ownership remains with Lithoss until all invoices relating to the supplied products have been paid in full.

Until ownership transfers, the customer shall:

- store the products separately;
 - keep them identifiable;
 - not pledge or encumber them.
-

7. Inspection and Acceptance

The customer shall inspect all goods immediately upon delivery.

Visible defects must be reported in writing within five (5) working days.

Hidden defects must be reported within five (5) working days after discovery and no later than twelve (12) months after delivery.

Failure to notify within these periods constitutes irrevocable acceptance.

8. Warranty

Lithoss warrants that the products substantially comply with the agreed specifications.

The warranty excludes defects resulting from:

- incorrect installation;
- misuse;
- negligence;
- improper storage;
- modifications by third parties;
- normal wear and tear;
- failure to follow installation or maintenance instructions.

Lithoss's sole obligation shall be, at its option:

- repair;
 - replacement;
 - credit note.
-

9. Installation

Unless expressly agreed otherwise, installation is entirely the responsibility of the customer or its installer.

Lithoss accepts no liability for incorrect installation, wiring, programming or commissioning performed by third parties.

10. Returns

Products may only be returned after prior written approval by Lithoss.

Approved returns must:

- be unused;
- be complete;
- be in original packaging;

- arrive freight prepaid.

Special orders, customised products and made-to-order products cannot be returned unless defective.

Lithoss may charge handling and restocking costs.

11. Cancellation

Confirmed orders may not be cancelled without Lithoss's written consent.

If cancellation is accepted, Lithoss may invoice:

- all costs already incurred;
- purchased materials;
- completed work;
- reasonable administrative costs;
- loss of profit where appropriate.

Custom-made products cannot be cancelled once production has started.

12. Product Modifications

Lithoss reserves the right to implement technical improvements or modifications provided these do not materially affect the intended function of the product.

13. Intellectual Property

All intellectual property rights relating to products, software, drawings, documentation, catalogues, trademarks and designs remain the exclusive property of Lithoss.

Nothing in any sale transfers ownership of intellectual property.

14. Confidentiality

Both parties shall treat confidential commercial and technical information as confidential and shall not disclose such information without prior written consent.

15. Limitation of Liability

Lithoss shall only be liable for direct damages resulting from its proven contractual breach.

Lithoss shall never be liable for:

- indirect damages;
- consequential damages;
- loss of profit;
- production downtime;
- reputational damage;
- loss of business;
- loss of customers.

Lithoss's aggregate liability shall never exceed the invoice amount relating to the products giving rise to the claim.

Nothing in these GTC excludes liability where exclusion is prohibited by mandatory law.

16. Force Majeure

Lithoss shall not be liable for delay or non-performance caused by circumstances beyond its reasonable control, including:

- supplier failures;
- shortages of materials;
- transport disruptions;
- strikes;
- pandemics;
- war;
- terrorism;
- governmental measures;
- sanctions;
- cyber incidents;
- energy shortages;
- power failures.

Lithoss may suspend or terminate the affected obligations without liability.

17. Export Controls and Sanctions

The customer shall comply with all applicable export control laws and sanctions imposed by the European Union, the United Nations and any other authority applicable to the transaction.

The customer shall not export, re-export, transfer or otherwise make available any products supplied by Lithoss where such action would violate applicable export control or sanctions legislation.

Lithoss may refuse, suspend or cancel deliveries whenever required to comply with applicable sanctions or export control legislation.

18. No Re-export to Russia

The Buyer acknowledges that certain products supplied by Lithoss may be subject to Article 12g of Council Regulation (EU) No. 833/2014, as amended.

Where applicable, the Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any such products.

The Buyer shall use its best efforts to ensure that the purpose of this clause is not frustrated by any third parties further down the commercial chain, including resellers, distributors or other intermediaries.

The Buyer shall establish and maintain appropriate measures to detect and prevent prohibited diversion of the products.

The Buyer shall immediately notify Lithoss of any actual or suspected breach of this clause and shall provide, upon reasonable request, all information necessary to demonstrate compliance.

Any breach of this clause shall constitute a material breach of the Agreement and shall entitle Lithoss, without prejudice to any other rights available under law, to:

- suspend deliveries immediately;
- terminate any agreement with immediate effect;
- refuse future orders;
- recover all losses, damages, costs, penalties, fines and expenses arising from such breach.

The Buyer shall indemnify and hold harmless Lithoss against all claims, liabilities, penalties, fines, costs and damages arising from or relating to any breach of this clause by the Buyer or persons acting on its behalf.

19. Compliance with Laws

The customer shall comply with all applicable laws relating to the purchase, installation, resale and use of the products.

20. Privacy

Each party shall comply with applicable data protection legislation, including the GDPR.

21. Electronic Communication

The parties agree that quotations, order confirmations, invoices and other communications sent electronically shall have the same legal effect as paper documents unless mandatory law provides otherwise.

22. Governing Law and Jurisdiction

All agreements shall be governed exclusively by Belgian law.

The courts of the judicial district in which Lithoss NV has its registered office shall have exclusive jurisdiction, unless mandatory law provides otherwise.

23. Severability

If any provision of these GTC is declared invalid or unenforceable, the remaining provisions shall remain fully effective.

The invalid provision shall be replaced by a valid provision that most closely reflects its original commercial intent.

24. Entire Agreement

These GTC constitute an integral part of every agreement concluded with Lithoss and prevail over any conflicting terms proposed by the customer unless expressly accepted in writing by Lithoss.