



Equipment | Terms and conditions HRD Antwerp

(version May 2016) (hereafter "T&C")

1. HRD Antwerp nv. The seller is HRD Antwerp nv, with registered address at Hoveniersstraat 22, BE-2018 Antwerp and VAT number 0885.938.315 (hereafter '**HRD Antwerp**'), specifically the department "Equipment".
2. **Applicability.** Notwithstanding any other written agreement, these T&C are applicable to each agreement between the Parties and all Goods, whatsoever or howsoever. The Client has read and approved these T&C. HRD Antwerp reserves the right to change the T&C at any given time. In case of conflict between these T&C and any other written agreement, the later will prevail. The Client accepts the T&C without any prejudice, and with the exclusion of the Client's own terms and conditions even when communicated at a later date.
3. **Agreement.** All offers of HRD Antwerp are without prejudice and without guarantee regarding the specifications of the goods on offer, and do not bind the buyer (hereafter '**Client**'). Between HRD Antwerp and the Client, an agreement will be entered into only after 'written confirmation' (including email) by the Client of (i) an offer, or (ii) any other written agreement.
4. **Delivery. (i) Place of delivery.** In case the agreed place of delivery is in Belgium, HRD Antwerp will deliver the purchased goods (hereafter the "**Goods**") at the registered address of the Client. In case of delivery outside of Belgium HRD Antwerp will deliver the Goods at an airport chosen by the Client or as otherwise agreed between Parties. **(ii) Time of Delivery.** The agreed time of delivery is approximate and indicative. **(iii) Delivery costs.** The Client is solely liable for all costs of delivery and the fulfillment of any import requirements. Any levies, charges and/or taxes, of whatever nature, relating to the Goods and/or the transport thereof, including any new levies, charges and/or taxes unknown to the Parties at the time of entering into the agreement, are also exclusively for the Client. **(iv) Late delivery.** In case of flagrant late delivery of the Goods, the Client has the right to cancel the delivery by written notification, provided HRD Antwerp has not delivered the Goods within a period of two (2) months after receipt of a written notice of liability by HRD Antwerp from the Client. The Client waives all other rights to recourse, specifically the right of indemnification.
5. **Payment terms. (i) Price.** HRD Antwerp retains the right to increase the price of the Goods in case there is a significant (at least 5%) raise in the production and/or distribution costs. **(ii) Invoicing.** The price will be invoiced as follows (i) one (1) pro forma invoice relating to 30% of the price following the agreement; and (ii) a second (2nd) invoice of 70% of the price at a later date, both payable thirty (30) days after invoice date and latest when the Goods are ready for shipment at HRD Antwerp as communicated. Payments by the Client to HRD Antwerp are allocated in the following order: incurred (legal) costs, interests and the outstanding price. **(iii) Late payment.** Late payment of (part of) the invoice(s) renders the entire outstanding amount due immediately. HRD Antwerp has the right to suspend outstanding deliveries and/or exercise a lien on all Goods in its possession until payment of all outstanding amounts, even when the Goods are incorporated or altered in any way. **(iv) Interests and fixed damages.** In addition to the above remedies, the following amounts are due automatically and without prior notice of liability: (i) contractual interest of 12% per year, and (ii) fixed damage of 15% on the outstanding amount (with a minimum of 50 euro), notwithstanding HRD Antwerp's right to claim higher damages when such is evidenced and notwithstanding HRD Antwerp to claim any legal and



- collection costs as a result of the late payment. **(v) Setting-off.** the Client does not have the right to setting-off invoices.
6. **Transfer of Ownership. (i) Retention of ownership.** Ownership of the Goods will only be transferred to the Client upon full payment of all outstanding invoices. Any risks relating to damage/loss (for any reason) of the Goods are transferred to the Client as from the effective delivery of the Goods as per clause 4 above. Until such transfer of ownership to the Client, the Client (i) may not use the Goods as a pledge or payment, and (ii) shall apply a marking on the Goods regarding the ownership of HRD Antwerp. In as much as necessary, this clause applies to all individual deliveries. **(ii) Seizure by third parties.** The Client guarantees to notify HRD Antwerp as soon as possible by registered letter of each seizure of the Goods by a third party. (iii) Due care. The Client has an obligation to store the Goods in perfect condition in a room fulfilling the minimum requirements.
7. **Liability.** The Client guarantees to accept the Goods at the time and place of delivery and to immediately inspect the quality and/or quantity thereof. Any complaint does not waive the Client's obligation to pay. **(i) Visible damage.** Any claim for visible damage must be notified immediately in writing to HRD Antwerp, latest within 48 hours after effective delivery. A claim for visible damage will only be accepted and investigated if the Goods have not yet been taken into use. **(ii) Hidden damage.** Any claim for hidden damage must be notified immediately and latest within 8 days after the discovery of such damage by registered letter, containing a detailed description of the damage. HRD Antwerp's liability regarding the Goods is limited to damages discovered within one year after delivery of the Goods. **(iii) Consequential damage.** Except in case of intentional fault, gross negligence or fraud, HRD Antwerp cannot be held liable or responsible for damages relating to immaterial, indirect or consequential damage, including (but not limited to) loss of profit, loss of revenue, loss of income, reduced production, administrative or personal costs, increased general costs, loss of clientele, third party claims, caused by HRD Antwerp, her employees and/or representatives in light of exercising their professional activities. The total contractual and extra-contractual liability of HRD Antwerp and her representatives is limited to the invoice amount relating to the Goods. In as far as HRD Antwerp is reliant on third parties for the performance of the agreement, HRD Antwerp cannot be held liable for any damage resulting from their fault, including grave or intentional fault. **(iv) Remedies.** If and when the delivered Goods contain proven damage, and provided the above notification terms are respected, the Client has the right to reparation or replacement of the Goods, with the exclusion of any other remedy (such as compensation or restitution). If and when the Client can provide conclusive evidence that the damage is due to a grave fault, intentional fault or fraud by HRD Antwerp, the Client has the right to terminate the agreement and claim restitution, upon written notice by registered letter to HRD Antwerp. **(v) Fault of Client.** HRD Antwerp cannot be held liable if the damage is (partially) caused by a fault or negligence of the Client or his representatives, nor for any damage resulting from misuse of the Goods by the Client or his representatives.
8. **Sureties.** If HRD Antwerp has any doubts at any given time regarding the credibility of the Client caused by judicial execution of any kind towards the Client, or by non- or late payment of one or more invoices and/or any other indication thereto, HRD Antwerp has the right to ask immediate payment of invoices and/or to ask (additional) sureties, even when the Goods have already been (partially) shipped. If the Client refuses, HRD Antwerp has the right to annul the agreement with immediate effect without further prior notification and without any right to compensation.



In such case, the Client will compensate HRD Antwerp for its inconvenience up to 10% of the total price of the order.

9. **Force Majeure and hardship.** In case performance of the agreement is hindered by any situation of Force Majeure ("Force Majeure") such performance shall be suspended. Force Majeure includes all situations wherein the performance of the agreement by HRD Antwerp is, in whole or in part, temporary or not, hindered by circumstances outside of the control of HRD Antwerp, even when such situation was foreseeable at the start of the Agreement and includes, without limitation, the following situations: lack of stock, delay in or cancellation of deliveries by suppliers of HRD Antwerp, ceasing of the Goods due to accidents, machine failure, strike or lock-out, revolt, war, epidemics, flooding, high level of absenteeism due to illness, interruptions of information, (tele)communication, internet, decisions or interventions by any government (including the refusal or cancellation of a license or permit), fuel deficiencies and mistakes or delays due to third parties. HRD Antwerp is not obligated to evidence the unforeseeable or uncontrollable nature of the circumstance of the situation of Force Majeure. The Parties will, in such case, take all reasonable steps to limit the consequences of the situation of Force Majeure. In case the situation exceeds a period of two months, the Client has the right to terminate the agreement with immediate effect, without the obligation to reimburse HRD Antwerp. In case of fundamental changes of the circumstances and/or conditions, not due to any Party and which gravely influences the performance of the contractual obligations of any Party, both Parties agree to renegotiate the terms of the agreement in order to find an amicable settlement and continue the agreement. Parties will strive for a comparable balance between the parties as was in existence at the start of the agreement. In case the Parties cannot reach a consensus on whether or not the performance is gravely influenced as mentioned above, the Parties will appoint a joint expert who (whether or not accompanied by a third party) will verify if such conditions or changes occurred. When no amicable settlement can be reached within one month after one party has requested such settlement by registered written notice, the later has the right to initiate legal proceedings.
10. **Guarantees.** HRD Antwerp guarantees that the Goods are not subjected to any mortgage or pledge which would limit its use. HRD Antwerp is not liable for third party disruptions.
11. **Limitation period.** Each claim for damage towards HRD Antwerp is subject to a limitation period of 1 year after the occurrence of the facts leading to the damage claim where known, or should have been known, to the Client.
12. **Severability.** When any of the articles, in whole or in part, of these T&C are unenforceable or otherwise in conflict with any mandatory legal provision, the validity and enforceability of the remaining articles or the remaining part of respective unenforceable or conflicting article of the T&C shall not be effected. The invalidity of any clause will not result in the invalidity of the entire agreement between parties. Parties agree to replace any invalid clause with a valid clause or clauses which will correspond with the intention of the parties and the spirit of the agreement, as much as possible.
13. **Law and jurisdiction.** All agreements to which these T&C apply, including all other agreement resulting therefrom, will be solely subject to Belgian law and the exclusive jurisdiction of the courts of Antwerp. The applicability of the Vienna Sales Convention of 11th April 1980 is expressly excluded.