

General terms and conditions

1. All the following provisions together represent the general contract conditions applicable to all quotations and invoices issued by eg S.AIR, registered with the Crossroads Bank for Enterprises under number 0821.976.416 (hereinafter, S.AIR) and to all current and future agreements concluded with S.AIR. These conditions form an integral part of the aforementioned documents. They apply and exclude all the general terms and conditions appearing on any document issued by the client. Any deviation from or amendment to these general terms and conditions is only valid to the extent expressly agreed in writing by the parties and, unless otherwise agreed in writing, does not apply to all agreements.

2. The agreement is concluded after the acceptance of the S.AIR offer by the client. However, S.AIR reserves the right to demand payment by the client of an advance payment and/or other type of security to be determined by S.AIR before commencing the sales, deliveries and/or activities.

3. The prices and conditions stated by S.AIR are only valid if accepted by the client within 30 calendar days from the quotation date. S.AIR reserves the right, even after contracting, to adjust the prices due to price changes made by S.AIR's suppliers or according to the price index for building materials "Index I 2021", also outside the cases of government procurement.

4. S.AIR's offers are only valid for the totality and are indivisible. For partial orders unit prices will be revised.

5. Delivery takes place "ex works", at the operational headquarters of S.AIR. If a separate price is charged for the delivery costs, S.AIR is always entitled to charge the actual delivery costs, even if a fixed price was agreed.

6. Each agreement, each order, each offer, and acceptance by the client binds the parties irrevocably. Cancellation after delivery is no longer possible

(a) In the event of a cancellation by the client for any reason whatsoever, S.AIR is entitled to compensation from the client, and this compensation includes the lost profit and the costs already incurred, together estimated as a lump sum of 15% of the price; it is up to us to prove any amount claimed in excess of this sum. If an order of personalised goods is cancelled, S.AIR shall charge and invoice the client in full for the total price (minus what has already been paid and the amount of the advance payment which has already been invoiced), and the client accepts the nature of what is due.

(b) If S.AIR cancels an order for any reason whatsoever except in the cases of Articles 7 and 22 of these general terms and conditions, the client is entitled to compensation from S.AIR with the minimum amount set at 5% of the price (not including VAT); it is up to the client to prove any amount claimed in excess of this sum. These payments are the compensation for the ability to exercise the option of liberating oneself totally and definitively from the obligation towards the other party by means of a payment of a fee which is felt to be completely reasonable.

7. With regard to the client, S.AIR can legally and without prior notice of default consider the agreement as dissolved in the event of bankruptcy, apparent insolvency or of any change in the legal situation of the client. In that case, S.AIR is entitled to a compensation as established in article 6(a) of these terms and conditions.

8. The delivery dates and execution times indicated by S.AIR are expressed in working days, they are given only as an indication and can never be considered as binding by the client. Under no circumstances can delay, if not truly unreasonable, give rise to a compensation at the expense of S.AIR or to the cancellation of the agreement by the client.

9. The price is increased by all taxes and duties applied or levied by any government, as applicable on the day of delivery and/or performance of the sale.

10. Discounts are deemed to have been granted only once each time. Previously granted discounts do not bind S.AIR in any way for a later agreement.

11. Any event rendering the execution impossible, difficult or loss-causing, even if foreseeable, such as, but not limited to, fire, natural circumstances, delays on the part of suppliers, illness, staff shortages, seizure, strikes and company organizational circumstances shall also be regarded as force majeure. Temporary interruption of the work due to force majeure shall automatically and without compensation entail an extension of the originally determined execution period by a period equal to the duration of the interruption, plus the period of time normally necessary to restart the work. The same rule applies in the event of strikes and lock-outs.

12. If a significant and disproportionate hardship is caused to S.AIR's interests as a direct result of changes in economic and/or business conditions beyond S.AIR's control, even if those were foreseeable, the parties shall meet promptly on simple demand, in order to consider whether such a hardship exists and, if so, what changes, if any, have to be made to the terms of the Agreement so as to provide for a fair and equitable solution in order to mitigate, remove or avoid such hardship.

13. All complaints by the client concerning the deliveries and work carried out, with the exception of hidden defects, shall only be valid if reported by the client upon delivery and confirmed by registered letter within 48 hours of delivery, with a clear description of the defects, all under penalty of cancellation. Hidden defects must be reported in the same way within one month after their discovery, under penalty of cancellation.

14. All complaints on the part of the client regarding an invoice must be made within eight calendar days after the invoice date with regard to S.AIR, under penalty of forfeiture, by registered and motivated letter, without forgetting to mention the invoice number and date.

15. The unconditional payment by the client of part of an invoiced amount is considered as acceptance of the entire invoice on the part of the client as well as an acceptance of the delivered goods or of the performed works.

16. All equipment originating from third parties is subject to the warranty period applicable by the supplier. For all other (own) equipment, a warranty period of 1 year applies (with the exception of electric motors and accessories and heating batteries). The warranty applies to defects that are obviously the result of material and/or manufacturing faults and only covers the replacement of parts or the equipment. Otherwise, the limitation of liability shall apply as provided below. The replacement of parts shall be free of charge during the first year of the guarantee period. Afterwards, travel, accommodation and assembly costs will be charged. The defective parts must be returned to S.AIR. Components that have become defective due to connections, piping systems or arrangements that have been subjected to and/or implemented under the responsibility of S.AIR, are outside the scope of this warranty.

17. S.AIR may only be held liable in the event of gross misconduct, gross negligence or wilful intent. In any event, its liability shall be limited to the compensation for foreseeable, direct and personal damages, and in no event shall it be liable for indirect or consequential damages, such as, but not limited to, loss of profits, financial or commercial losses, loss of production, business interruption, loss or corruption of data, loss of contracts, disruption of scheduling or production processes.

Its overall liability is also limited to the amount covered by the insurance underwritten by S.AIR. In the absence of an insurance or if, for any reason, no cover is provided, any liability claim in principal and incidentals is limited to the amount paid by the client under the relevant contract. In the event of truly unreasonable delay in delivery or performance by S.AIR,

- without prejudice to the foregoing, S.AIR shall be liable to pay a compensation to the client. This compensation shall not exceed 5% of the total price, excluding VAT, of the customer's order.
- unless an arrangement for payment in advance has been agreed with the client, the client is entitled to suspend the performance of his obligation to pay, although only for sales and deliveries that were actually delivered or carried out unreasonably late by S.AIR.

18. The client cannot withhold any payments or partial payments from S.AIR as a guarantee.

19. All invoices are payable at the registered offices of S.AIR, net without discount, at the latest on the due date as stated on the invoices or, failing that, within 30 calendar days after the invoice date. If, on request, the invoice is issued in the name of a third party, the purchaser remains jointly and severally liable towards S.AIR at all times.

20. Any debt which is still fully or partially unpaid by the expiry date by the Client who is not a Consumer shall generate interest automatically and without notice of default, to be calculated on the basis of the legal interest rate in accordance with the Law of 2 August 2002, without this being less than 10%, to be calculated from the expiry date to the day of the payment and also a lump-sum compensation of 12% shall be due on the principal sum outstanding on the expiry date, with a minimum of 125 euros per principal sum, notwithstanding the right to claim further compensation and notwithstanding the right to payment of the legal costs (including the relevant procedural costs) and implementation costs.

If the Client is a Consumer, interest shall be due at the interest rate in accordance with the Law of 2 August 2002 on the fight against payment arrears in commercial transactions (i.e. the reference interest rate multiplied by eight percent, as defined by Article 2 of that law). This applies from the first calendar day after the day on which a first reminder is sent to the Consumer, if the creditor is an SME. In that case lump-sum compensation shall also be due as follows: 20.00 euros if the due balance is lower than or equal to 150.00 euros; 30.00 euros multiplied by 10% of the amount due between 150.01 and 500.00 euros if the due balance is between 150.01 and 500.00 euros; 65.00 euros multiplied by 5% of the amount due above 500.00 euros with a maximum of 2,000.00 euros if the due balance is higher than 500.00 euros. These interest payments can only be claimed and the damages are not due until after a notice of default on a durable data storage medium in the form of a first reminder in accordance with Article XIX.2. of the Code of Economic Law and after the expiry of the period of grace which this section of the law provides for if the Consumer has not paid his or her debt within this period. This relates to the costs of amicable recovery and does not affect the right to payment of the costs of judicial collection such as court costs (including the relevant procedural costs) and implementation costs. The first notice of default is free of charge. From a second notice of default onwards it is possible to charge 7.50 euros multiplied by the postage charges in force at the time of posting. Any debt which is still fully or partially unpaid by the expiry date shall generate the same interest payments and compensation from the notice of default, although the calculation rate is reduced by two per cent (per annum with interest). This payment is somewhat lower since the Parties believe that the economic risk of S.AIR suffering non-payment at the hands of the Client is often higher than vice versa. The Client accepts these payments and working method as comparable. If an expired debt remains fully or partially unpaid by the Client, all other debts of the Client which have not yet expired can be claimed immediately. Payments after the expiry date shall be used first to offset interest, compensation, court costs, and implementation costs, and only then to offset the principal sum. The interest owed by the Client is capitalised annually. The Parties declare reciprocally that the aforementioned payments do not create any imbalance, are not disproportionate to the loss which can be suffered by the other Party, and do not transcend the loss which they were able to assess at the start of the Agreement in the event of non-payment by the other Party.

21. The goods delivered by S.AIR remain the property of S.AIR until the client has fulfilled all its payment obligations to S.AIR, including those arising from other transactions. The client acknowledges that this clause of retention of title has been notified to him and accepted by him before the delivery of the goods. As a security for the payment of all sums owed by the client to S.AIR, under any title whatsoever, the client pledges in favour of S.AIR all present and future claims against third parties, on any account whatsoever, as well as the goods delivered under the invoice which remains unpaid and under subsequent invoices and the goods owned by the client just before any concurrent rights of creditors of the client. S.AIR is entitled to exercise a lien on the goods of the client until payment of its invoices, even if it receives those goods in execution of other orders.

22. The foregoing shall not affect the transfer of risk. Starting from the notification that the goods are at the client's disposal, and failing this, from the delivery of the goods, the client shall bear all risks, including the cases of force majeure and destruction.

23. S.AIR expressly reserves the right to directly address the beneficiary of its client for payment in application of art. 1798 BW (Civil Code) if the client does not proceed to payment.

24. Unless agreed in writing by S.AIR, the amounts owed by the client to S.AIR cannot in any way be offset against any amounts that the client believes to be able to claim against S.AIR. Nor can such claims by the client be invoked by him in order to postpone or suspend his payment obligations towards S.AIR.

25. If S.AIR delivers goods manufactured according to the instructions and specifications of the client, the client shall indemnify S.AIR against all claims for infringement of intellectual property rights.

26. Any eventual invalidity of a clause or of a part thereof shall not affect the other clauses/parts in any way whatsoever.

27. In the event of any dispute with regard to the offer, the agreement and/or these general terms and conditions,

- only the court of the district where the operational headquarters of S.AIR are located is competent to settle any disputes.
- only Belgian substantive and procedural law applies.