

## Terms & Conditions of Sale

### 1 Vendor Identification

Zero Waste & CO SRL  
Address: 54 Avenue Louise, 1050 Ixelles, Belgium  
VAT : BE0737.800.212  
Company number BCE/KBO : BE0737.800.212  
RPM Brussels

### 2 Applicability

These General Terms and Conditions of Sales (hereinafter referred to as "Terms and Conditions") are applicable to the contract between, on the one hand, Zero Waste & CO SRL (hereinafter referred to as "ZW & CO" or "We") and, on the other hand, the person (hereinafter referred to as "Customer" or "You") willing to make a purchase from ZW & CO.

- 2.1 The Terms and Conditions apply to all offers and orders, to all payments, deliveries of products and services performed by ZW & CO and they exclusively govern all contractual relations between ZW & CO and the Customer. If a condition is lacking, it will be considered to be governed by customs and practices applicable to the sale sector in Belgium.
- 2.2 By validating an order, the Customer accepts, without reservation, the Terms and Conditions, as well as the prices and description of products and services sold. These Terms and Conditions are the only applicable and replace any other conditions. These Terms and Conditions prevail over any Terms and Conditions of the Customer.
- 2.3 ZW & CO reserves the right to modify the Terms and Conditions at any time. The modified Terms and Conditions will apply instantly, except for orders already accepted by ZW & CO and which remain governed by the Terms and Conditions in force at the date of the confirmation of the order.
- 2.4 The services and products offered are intended exclusively for persons who acquire or use the acquired products or services for professional purposes. By validating an order, the Customer confirms his status as a professional.

### 3 Offer & order

- 3.1 Unless stipulated otherwise, the period of validity of the offers, quotations and price discounts of ZW & CO is 30 days. Any order that has not been preceded by a written offer from us will be binding only if we have accepted it in writing.
- 3.2 Our agents or representatives do not have power of representation. The sales they negotiate do not bind us until we accept the order in writing
- 3.3 When our offer, quotation or price discount is returned "signed and agreed" by the Customer without any modification, it becomes a proper order.

## 4 Price

- 4.1 All prices are in EURO and exclude taxes and shipping costs.
- 4.2 If we take care of the transport or its organization, we will invoice the transport costs to the Customer. The shipping costs depend on the total value of the order, the method of expedition and the destination.
- 4.3 All taxes, indirect taxes, recycling levies, current and future levies and levies that may be imposed by an authority on the basis of or in application of sales subject to these Terms and Conditions, shall always be borne by the Customer and shall be, if need be, payable in addition to the price of goods and services. Any bank charges will be borne by the Customer.

## 5 Payment

- 5.1 Unless otherwise stipulated in the order form, the Customer is required to pay :
  - 80% of the price at the time of the order and the balance 20% at the latest 5 days before delivery or collection, if the products are not in stock;
  - 100% of the price at the latest 5 days before delivery or collection if the products are in stock.The Customer must pay the full amount of the delivery charges before the shipment.
- 5.2 Our invoices are payable in euro, without discount, to our registered office, at latest 30 days after the invoice date, unless otherwise stated in writing by us, and in any case before delivery. We reserve the right to modify these conditions (down payment, pre-delivery payment, payment before production, ...) for new Customers, Customers not covered by credit insurance and/or for large orders. All payment costs are borne by the Customer. Collection or protest costs (accepted or not), are also borne by the Customer.
- 5.3 In case of non-payment of one invoice on the due date by the Customer, all the invoices, even not outstanding yet, will become immediately due.
- 5.4 Any invoice unpaid on the due date shall, automatically and without official demand of payment, be subject to a late payment interest of 1% per month.
- 5.5 Additionally, any invoice not paid on the due date shall, shall automatically and without official demand of payment, be increased by a fixed penalty of 10% of the amount remaining unpaid, with a minimum of EUR 100.

## 6 Delivery

- 6.1 Unless stipulated otherwise in the order, our deliveries take place in our premises.
- 6.2 The Customer shall bear all risks relating to the products sold as soon as they are delivered, in particular those relating to transport, even if we take care of transportation or its organization. This clause applies even where the carrier requires that, in the transport documents, the clause appears under which all transport damage is to be borne by and at the risk of the shipper.
- 6.3 The Customer must take delivery of the products sold, in our premises, within 7 calendar days at the latest from the expedition of a notice informing the Customer that products are available for picking-up.
- 6.4 Unless express commitment stated in the order, the delivery times mentioned are no binding deadlines. Our liability can only be engaged if the delay is significant and due to gross negligence on our part.

## **7 Retention of title**

- 7.1 As a derogation from article 1583 of the Civil Code, products sold, delivered or installed remain the exclusive property of ZW & CO until full payment of invoices, including interest and costs, even in case of conversion or incorporation of these products into other goods. The Customer cannot resell or pledge them without the prior written consent of ZW & CO, until full payment of the invoices. The Customer agrees to notify ZW & CO of any seizure made by a third party on the products sold whose price is not fully paid. Similarly, the Customer agrees to immediately inform ZW & CO in case the products delivered and unpaid remain in premises rented by the Customer. The Customer authorizes ZW & CO - or its agent - to access its location and buildings in order to retake possession over the goods in question.
- 7.2 Notwithstanding this retention of title clause, all risks of loss and damage to the goods concerned shall be transferred to the Customer upon delivery.

## **8 Compliance & Warranty**

- 8.1 All products and services offered by ZW & CO are described in good faith and as faithfully as possible. The Customer will refer to the description and the technical specifications. Despite the care taken by ZW & CO in the selection and manufacture of its products, there may be slight differences in terms of colors and shapes due to the types of materials and production. As a result, these slight differences are not likely to raise claim related to the validity of the sale agreement.
- 8.2 Products or services shall be deemed to be accepted by the Customer no later than five working days after delivery, unless a precise and detailed complaint notified to us before the expiry of this period by registered letter. The acceptance will cover all apparent defects, that is to say all those which it was possible for the Customer to detect at the time of delivery or within five working days following by careful and serious control, in particular those relating to the characteristics and use of the products.
- 8.3 The guarantee of latent defects only applies if the product is used under normal conditions. The guarantee of latent defects cannot apply in particular to the use of our products under abnormal or special conditions that would not have been expressly foreseen or in case of their use by a person who would not be professionally qualified. In order to claim the benefit of the guarantee of latent defects, the Customer must notify us of any complaint concerning latent defects by registered letter within a maximum period of 10 working days after the Customer has discovered, or should reasonably have discovered, the defects. Any legal action relating to latent defects must be filed within 20 working days from the discovery of such defects by the Customer, or as soon as it could reasonably have been discovered, or from the date of the failure of talks aimed at reaching a joint settlement.
- 8.4 The liability of ZW & CO is always limited to the pure simple replacement of the only part of the products recognized as defective on receipt, without further compensation of any kind, including indirect damages or commercial damages such as loss of profit, increase in overheads, disruption of planning, loss of business, reputation, clients or expected savings, as this list is not exhaustive.

## **9 Exclusions & limits of liability**

- 9.1 ZW & CO shall not be held liable for any damage resulting from the use of products by the Customer, such as injury, allergy, etc.
- 9.2 ZW & CO shall not be liable for any direct or indirect damage (operating loss, loss of profit, loss of opportunity, costs, etc.) incurred by the Customer in connection with the use of the purchased

products. Similarly, ZW & CO is only liable for fraud or gross negligence. It is not responsible for the fraud or gross negligence of its agents, principals and, as a general rule, its subcontractors and executing agents.

## **10 Intellectual property**

- 10.1 Trademarks, names and logos, registered or not, on the products are the exclusive property of ZW & CO and/or other companies and may not be used or reproduced.
- 10.2 The design of the products is protected by intellectual property rights belonging to ZW & CO and/or other partner companies of ZW & CO. The Customer may not reproduce this design without the written consent of ZW & CO.
- 10.3 No part of the contract between ZW & CO and the Customer can be interpreted as a property rights assignment, including an intellectual property rights assignment, to the Customer.

## **11 Subcontracting & assignment**

- 11.1 ZW & CO may subcontract all or part of the execution of the sale or the contract to a third party without the prior written consent of the Customer.
- 11.2 ZW & CO may assign all or part of the contract to a third party without the prior written consent of the Customer.

## **12 Force majeure**

- 12.1 In case of force majeure, the party who is the victim is relieved of all liability. It may reduce commitments, terminate the agreement, cancel or suspend performance, without being required to pay any compensation.
- 12.2 The following shall in particular be regarded as force majeure by the parties: wars, civil wars, strikes, lock-outs, breakdown of machinery, fire, flooding, interruption of means of transport, difficulties in supplying of raw materials, materials and energy, restrictions or provisions imposed by the authorities, delays due to suppliers and, in general, any cause resulting in unemployment or the total or partial unavailability of the premises of ZW & CO or those of its suppliers.
- 12.3 The party invoking such an event shall notify the other party within 15 days of its occurrence and at latest on the day scheduled for delivery. The impossibility for ZW & CO to be delivered on time by its supplier constitutes force majeure when the goods are exclusive products that can only be manufactured by this supplier.

## **13 Cancellation of the sale**

- 13.1 We are entitled to cancel the sale, as of right, by a notification of our intention by registered letter to the Customer, in case of serious breach by the Customer of one of its contractual obligations, in particular if the Customer refrains from taking delivery of the products within the time limit set, if the Customer is in default of payment for more than 30 calendar days, or if it appears that the Customer will not perform or is in serious danger not to perform one of its principal obligations, even before this obligation is due.
- 13.2 If the sale is terminated in accordance with the above paragraph, the Customer will be liable to us for damages fixed at a fixed rate of 20% of the sale price and the reimbursement of expenses (machine, raw materials, packaging, production hours, waste, etc.) incurred by ZW & CO for the

production of the products stipulated in the order, without prejudice to ZW & CO to claim greater damage.

14 Nullity

Should one of the clauses of this contract be considered as null and void by a change of laws or regulations or by a court decision, such nullity shall in no way affect the validity and the respect of the other clauses of the agreement and the Terms and Conditions.

15 **Applicable law - Jurisdiction**

- 15.1 The contractual relationship between ZW & CO and the Customer shall be governed by Belgian law, irrespective of the nationality of the parties, without application of the conflict-of-law rules and excluding the Convention relating to a Uniform Law on the International Sale of Goods of 1 July 1964 and the Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods.
- 15.2 Any dispute concerning the validity, interpretation, enforcement, performance or termination of the Terms and Conditions shall be submitted to the exclusive jurisdiction of the Brussels courts (French chamber).
- 15.3 All Parties shall accept, as part of their relationship, the principle of electronic proof (e.g. e-mail, backups, etc.).