

GENERAL TERMS AND CONDITIONS BASALTE

1. Definitions

- 1.1. BASALTE**: limited liability company (BVBA) "Basalte", with registered office in B-9820 Meebeke, Hundelgemsesteenweg 1A, VAT BE-0896.833.789, RLE Ghent, Ghent division;
- 1.2. "Customer"**: Any customer-legal person, as well as any person acting for or on behalf of this legal person, who places an order with BASALTE;
- 1.3. "Products"**: All products that are part of the product range of BASALTE;
- 1.4. "Website"**: <http://www.basalte.be> and <http://www.basalte.us>
- 1.5. "Webshop"**: <http://www.basalte.world>

2. Language

The original language used in these General Terms and Conditions (hereinafter: "GTC") is Dutch. Translations drawn up in another language are merely a courtesy to the Customer. In the event of discrepancies, the Dutch version shall prevail.

3. Scope of conditions

- 3.1.** All commercial relationships between BASALTE and the Customer shall be governed by (in hierarchical descending order): **(i)** the written agreement between BASALTE and the Customer; **(ii)** the electronic order confirmation from BASALTE; **(iii)** the quote accepted in writing by the Customer; **(iv)** these GTC; and **(v)** Belgian law.
- 3.2.** By placing an order or concluding an agreement, the Customer acknowledges that it is familiar with and accepts these GTC. These GTC shall always take precedence over the Customer's conditions, even if the latter state that they alone are applicable.
- 3.3.** Any (recurrent) failure by BASALTE to apply any right can only be considered as tolerating a certain situation and does not imply any forfeiture of rights.
- 3.4.** The possible invalidity of one or more provisions of these GTC, or any part thereof, shall not affect the validity and applicability of the other provisions and/or the remaining part of the provision in question. The competent court may moderate the invalid provision to what is (legally) permitted.

4. Advertising announcements and offers

Any brochures, catalogues, newsletters and other forms of advertising and any announcements on BASALTE's Website and social media (Facebook, LinkedIn, Twitter, Instagram and Pinterest), as well as the samples and examples provided by BASALTE, are entirely free of obligation and shall only be considered as an invitation for the Customer to place an order, unless explicitly stated otherwise. The listed price, descriptions, characteristics, functionalities and images of the Products are merely indicative and non-binding on BASALTE.

5. Webshop account

- 5.1.** Only Customers who have an account can place orders via the Webshop.
- 5.2.** Such an account is personal and non-transferable. A login consists of an account name and a personal access code. The Customer shall be obliged to use its account name and access code with caution and keep them secret.
- The Customer shall be fully liable for any use/misuse of its account, regardless of whether such use occurs with or without its permission. The Customer shall inform BASALTE immediately if a misuse of its account occurs. In no case can BASALTE be held liable for the use/misuse of accounts by persons other than the account holder, including if an account is hacked. The Customer shall fully indemnify BASALTE against any third-party claims in this context.

- 5.3.** BASALTE shall be entitled, after prior notification, to temporarily or permanently (depending on the case) deactivate an individual account:
- In case of a suspicion that the account has been hacked or is being used by an unauthorised third party;
 - When the Customer has repeatedly failed to meet an outstanding payment obligation;
 - In case of a breach of these GTC and the contractual obligations on the part of the Customer.

Temporary or permanent deactivation of an account means that it becomes impossible to log into the account and place orders.

6. Formation of the agreement

- 6.1.** The agreement between BASALTE and the Customer shall only be formed **(i)** after an automatic electronic order confirmation has been sent when an order is placed via the Webshop, **(ii)** after an electronic order confirmation has been sent by a person authorised to bind BASALTE when an order is placed via e-mail, or **(iii)** following the start of the performance of an order by BASALTE (whichever comes first).
- 6.2.** The acceptance of (an) order(s) shall depend on the availability of the Products ordered. BASALTE strives to fulfil all orders placed by the Customer. However, BASALTE cannot be held liable if (a) certain order(s) cannot be performed because the Products ordered are not available (in time).
- 6.3.** BASALTE reserves the right to request additional information with regard to the Customer - their activities or creditworthiness - and, if this is not provided, to refuse or suspend implementation of the order, or to demand full payment in advance (cf. Art. 9).
- 6.4.** Any changes and/or additions to the order after the formation of the agreement shall be valid only after written consent of BASALTE. The Customer acknowledges that such changes and/or additions will have consequences for the delivery periods and prices (cf. Art. 10 and Art. 15). In the absence of written consent concerning changes or additions to the order it will be assumed that these have been carried out in accordance with the Customer's (oral) instructions.

7. Cancellation

- 7.1.** In no case shall the Customer be entitled to cancel a purchase of Products via the Webshop or an agreement.
- In the event that the Customer should nevertheless cancel or terminate (part of) an order prior to the complete delivery of the Products, for reasons which cannot be attributed to any failure on the part of BASALTE or to any force majeure or hardship on the part of the Customer (cf. Art. 19), BASALTE reserves the right to charge fixed damages amounting to 25% of the price (excl. VAT) of the cancelled order, with a minimum of two hundred (200) euros, without prejudice to BASALTE's right to claim higher damages, subject to proof. In case of cancellation of accepted orders of custom-made Products, the production of which has already started, the Customer shall pay BASALTE the entire amount of the accepted order.

This article shall also apply in case BASALTE is forced to cancel or terminate the agreement due to a failure on the part of the Customer.

- 7.2.** BASALTE shall be entitled to cancel the order, without any right to compensation of the Customer, when:
- This is based on incorrect information of the Customer (such as, for instance, incorrect information of the Customer entered in the Webshop), or when BASALTE suspects that the Customer is using BASALTE for reasons which cannot objectively be considered reasonable and acceptable;
 - During the performance of the order, BASALTE is not (or no longer) able to perform the order, based on objective reasons. In this case, BASALTE shall inform the Customer of this within a reasonable period. Only when no alternative solution is available shall BASALTE reimburse the Customer for the amounts already paid within 14 calendar days after the aforementioned notification.

8. Custom-made Products

- 8.1.** The Customer can order custom-made Products by entering instructions on the Website explanation of the alleged non-conformity and/or deviation/visible defect that can be or giving instructions by e-mail regarding dimensions, colour and other specifications. BASALTE shall only be bound by the specific instructions of the Customer with which the Products must comply if these specific instructions **(i)** are included in the electronic order confirmation issued by BASALTE, or **(ii)** form part of a written agreement/confirmation concluded separately between BASALTE and the Customer.
- 8.2.** BASALTE will accept instructions, descriptions, specifications, designs, logos, names etc. provided by the Customer without any further examination and without accepting any responsibility or liability for them (including, without limitation, regarding the correctness of the instructions, the specific functioning, and the feasibility of the execution). In case of changes to the instructions after the conclusion of the agreement, BASALTE shall be entitled to charge any additional costs to the Customer, in particular when production has already started.
- 8.3.** Except in the case of wilful misconduct or gross negligence on the part of BASALTE, any problems or delays arising during the implementation of the order as a result of the absence of timely information or assistance on the part of the Customer will extend the delivery term and increase the price by the corresponding additional costs.

9. Advance payment

- 9.1.** BASALTE reserves the right to request the Customer to make payment in full prior to implementing the order.
- 9.2.** In any case, late payment of the advance payment or of the full price, whichever was agreed, will result in extending the delivery term. In the event that the Customer also refuses to make the payment after a reminder, BASALTE reserves the right to cancel the entire order, or a part thereof, in which case the Customer shall pay a fixed compensation of Art. 7.1.

10. Price

- 10.1.** All prices are expressed in euros and exclude delivery and transport costs, VAT, taxes and levies, unless agreed otherwise between the parties in writing.
- 10.2.** BASALTE reserves the right to modify the prices, as shown in the Webshop, at any time. The price due from the Customer is the price that applies at the time the Customer places the order.

11. Electronic invoicing

By placing an order, the Customer expressly agrees to the use of electronic invoicing by BASALTE, unless agreed otherwise in writing between the parties.

12. Payment

- 12.1.** Invoices from BASALTE shall be payable in full by the Customer by bank transfer to the account number provided by BASALTE and before the due date stated on the invoice.
- 12.2.** Invoices can only be validly contested in writing within eight (8) calendar days from the invoice date and must include the date of the invoice, the invoice number and a detailed justification of the objection.
- 12.3.** Unconditional payment of part of the invoice amount implies the explicit acceptance of the corresponding part of the invoice. In any event, such objection does not discharge the Customer from its payment obligations.
- 12.4.** Partial payments are accepted subject to all reservation and without any prejudicial acknowledgement, and will be allocated first to the collection costs, then to the compensation clause and accrued interest, and finally to the principal amount, giving priority to the oldest outstanding principal amount.

13. Consequences of non-payment or late payment

- 13.1.** Each invoice that on the due date has not been paid in part or in full by the Customer shall automatically and without notice of default incur interest for late payment at one per cent (1%) for each month in arrears, and each commenced month will count as a full month. In addition, the amount due shall be increased by all collection costs incurred by BASALTE for recovering the debt and by twelve percent (12%) of the invoiced amount, with a minimum of one hundred and twenty-five (125) euros, as fixed damages, without prejudice to BASALTE's right to claim higher damages.
- 13.2.** If the Customer remains in default as regards the settlement of one or more of BASALTE's outstanding claims, even when the Customer is in a state of bankruptcy or insolvency, BASALTE reserves the right to cease further deliveries and to either suspend all agreements with the Customer or consider them terminated, at its discretion, in which case the fixed damages provided for in Article 7.1 become due, without prejudice to the right to claim higher damages, subject to proof.
- 13.3.** In addition, this shall result in all other invoices becoming due and payable, even those that are not yet due, and the cancellation of all authorised payment conditions. The same applies in the event of imminent bankruptcy, judicial or amicable dissolution, cessation of payments, as well as any other element indicating the insolvency of the Customer.

14. Delivery method

- 14.1.** Unless expressly agreed otherwise, the Products will be delivered to the delivery address provided by the Customer. This delivery will take place in accordance with the Incoterm® (2010) as stated in the pro forma invoice/order confirmation/invoice. Consequently, all costs relating to the transport and the transfer of the risk of damage, destruction and disappearance relating to the Products shall be in accordance with this applicable Incoterm®. In the absence of **(i)** an express agreement, or **(ii)** mention of the applicable Incoterm® on the pro forma invoice/order confirmation/invoice, the Products shall be made available to the Customer Ex Works (Incoterms® 2020) at the registered office of BASALTE.

14.2. The method of transportation and the service provider used will be chosen by BASALTE.

- 14.3.** The Customer shall be responsible for ensuring that the place where delivery is to be made is accessible and open for delivery. Any unexpected additional offloading time (e.g. waiting time and any delays in the delivery attributable to the Customer) will be charged to the Customer. Unnecessary transport or returns (for instance because the Products are not accepted by the Customer) shall always be charged to the Customer.

14.4. BASALTE reserves the right to make partial deliveries for any order, and to draw up a corresponding invoice.

15. Delivery periods

- 15.1.** The agreed delivery periods shall be indicative only, unless agreed otherwise in writing. These periods must be respected as much as possible. Failure to meet the delivery periods cannot result in any liability on the part of BASALTE, and cannot constitute a ground for termination of the agreement.
- 15.2.** Any changes to the order, if agreed to by BASALTE, shall automatically imply an extension of the agreed delivery period. Any delays in the payment of the advance payment shall automatically be added to the delivery period.
- 15.3.** In no event shall BASALTE be liable for delays in deliveries incurred as a result of shortcomings on the part of BASALTE's suppliers, the Customer or any other third party.

16. Non-conformity, visible and hidden defects

- 16.1.** Immediately upon delivery of the Products, the Customer must carry out an initial verification, which among other things should include: correct location(s), quantity, materials, colours, packaging, dimensions, conformity of the delivery, and visible defects. Following such a verification, the Customer must, immediately upon delivery, under penalty of cancellation, indicate any non-conformity and/or any deviation/visible defect that can be immediately verified on the packing list and submit a copy of the packing list, accompanied by a detailed

explanation of the alleged non-conformity and/or deviation/visible defect that can be immediately verified, in writing to BASALTE within three (3) working days after delivery.

- 16.2.** Unless expressly agreed otherwise, BASALTE shall indemnify the Customer for hidden defects for (1) year after delivery. The Customer shall, under penalty of cancellation, notify any hidden defect to BASALTE by e-mail within two (2) months after its discovery, including a detailed description of the alleged hidden defect.

16.3. Any complaints submitted after expiry of the terms above shall be deemed inadmissible.

17. Complaints/RMA procedures

- 17.1.** After notification of the complaint (cf. Art. 16), BASALTE shall provide the Customer with **(i)** an RMA number, and **(ii)** an e-mail with further instructions relating to the processing of the complaint, including instructions regarding the making available of the allegedly non-compliant Products and/or packaging to BASALTE. Under no circumstances may the Customer return the Products without an express prior written request from BASALTE.

17.2. Complaints in no way discharge the Customer from its payment obligations of Art. 12. The Customer shall also be obliged to reimburse any costs incurred as a result of unjustified complaints.

17.3. Any complaint which has not been submitted in accordance with the RMA procedure shall be deemed inadmissible.

18. Liability

18.1. BASALTE undertakes to deliver quality Products to the Customer in accordance with the order confirmation. BASALTE's liability shall in any event be limited - at BASALTE's discretion - to **(i)** (re)delivering the missing or defective Products, or **(ii)** repairing the defective Products, or **(iii)** crediting the price of the missing or defective Products.

18.2. In any event, BASALTE's liability shall be limited to the liability required by law, or its liability shall be limited to **(i)** the invoice value of the missing or defective Products, **(ii)** the civil liability policy taken out by BASALTE, and **(iii)** the product liability policy taken out by BASALTE, whichever is lower.

18.3. BASALTE shall also under no circumstances be obliged to compensate indirect or consequential damage (including, but not limited to, loss of income or damage to third parties, or any consequential damage caused by these Products).

18.4. Without prejudice to the provisions of Article 18.1, the Customer cannot claim any warranty/indemnity from BASALTE for:

- Damage resulting directly or indirectly from an act on the part of the Customer or a third party, regardless of whether it was caused by an error or negligence;
- Damage resulting from incorrect or improper processing, assembly, maintenance, alteration, installation and/or repair of the Products by the Customer itself or by a third party appointed by the Customer, contrary to the regulations and the manual provided and contrary to how a skilful and knowledgeable professional would install the Products;
- Damage resulting from an abnormal, improper or unusual use, load and/or wear of the Products or from a failure to observe the recommendations and instructions regarding their use and maintenance as included in the manual provided. In no case can BASALTE be held liable for stains, discolouration or other changes in the Products as a result of (exceptional) environmental factors and/or weather conditions;
- Natural discolouration and weathering of the Products that are inherent to the materials used to manufacture the Products;
- Additional damage as a result of the further use, processing and/or installation of the Products after a defect has been observed, or additional damage due to the fact that the Customer has not done, or has not refrained from doing, everything reasonably possible to prevent (further) damage;
- Damage caused by force majeure and hardship in accordance with the provisions of Article 19.

18.5. Allocation of the Products by the Customer or by a third party appointed by it shall occur under the full responsibility and at the risk of the Customer. In such case, BASALTE can in no event be held liable for any direct or indirect damage arising from this allocation.

18.6. Without prejudice to Art. 18.1, in accordance with the Act of 25 February 1991 on liability for defective products, BASALTE shall be liable for damage caused by a defect in the Products, concretely damage caused to persons (to any person who uses the Product), including moral damage, and damage caused to Products (after deduction of an excess of 500.000 euros), with the exception of the damage caused to the defective Product itself. In the event that BASALTE is held liable pursuant to the Act of 25 February 1991 on liability for defective products, BASALTE shall not be liable if:

- The damage was caused by the fault of the victim or a person for whom the victim is responsible, including where the damage is clearly the result of misuse of the Products, and
- The damage was caused by a defect which did not exist at the time the Product was put into circulation, nor if it was impossible to detect the existence of the defect.

The victim's right to obtain damages lapses after a period of ten years, counting from the day on which the Product was put into circulation. The victim's claim lapses after three years, counting from the day on which they should reasonably have known about it.

19. Force majeure/hardship

19.1. BASALTE shall not be liable for any shortcoming in the performance of its obligations caused by force majeure or hardship, in particular any circumstances that were reasonably unforeseeable and unavoidable at the time the agreement was entered into, and that make it impossible to perform the agreement or that would make the performance of the agreement financially or otherwise more difficult or more burdensome than normally anticipated. The following qualify as force majeure (by way of examples only): disease, natural conditions, flooding, fire, strike or lockout, business organisation circumstances, war, attachment, embargo, government measures, delays in supply, prohibition of export, general scarcity of goods, threat and/or acts of terror.

19.2. Cases of force majeure or hardship shall entitle BASALTE to, at its discretion, **(i)** temporarily suspend the performance of its obligations, **(ii)** revise the contractual conditions, or **(iii)** terminate the agreement by simple written notification to the Customer, without BASALTE being liable to pay any compensation.

19.3. If **(i)** the situation of force majeure/hardship lasts for more than two months, or **(ii)** BASALTE decides, based on Article 19.2, to revise the contractual conditions, the Customer shall be entitled to terminate the Agreement by way of simple written notice, without the Customer being liable to pay any compensation.

20. Privacy

The processing of personal data relating to a (potential) Customer and/or its personnel by BASALTE shall take place in accordance with the provisions of BASALTE's privacy statement, which can be viewed on the Website. By purchasing the Products or concluding an agreement with BASALTE, the Customer acknowledges that it has taken cognisance of and accepts this privacy statement.

21. Retention of title

21.1. BASALTE shall retain ownership of the Products supplied to the Customer, even if the processing has already taken place and there has consequently been an incorporation of the Products, as long as the Customer has not fully paid the price, costs, interests and any other elements with regards to the order.

GENERAL TERMS AND CONDITIONS BASALTE

21.2. Until the transfer of ownership, the Customer shall not be entitled to sell, process, use, transform, transfer, encumber and/or have at its disposal the Products. The parties agree that the various transactions/contracts between them shall be considered parts of one single economic whole, and that BASALTE shall always retain ownership of the goods currently in the possession of the Customer, as long as the Customer has outstanding debts to BASALTE.

22. Compensation

BASALTE and the Customer shall automatically, by operation of law, compensate and offset all currently existing and future debts to each other. This means that, in the permanent relationship between the parties, the largest debt claim per balance shall remain after the aforementioned automatic offsetting. In any case, this debt offsetting shall be enforceable against the administrator and the remaining body of creditors.

23. Intellectual property rights

23.1. BASALTE retains the intellectual property rights to the Products. The delivery of a Product does not imply any transfer of intellectual property rights.

The Customer undertakes not to take any action that would infringe or invalidate BASALTE's intellectual property rights. The Customer also undertakes to inform BASALTE immediately of any infringement of the aforementioned provision by third parties.

23.2. All texts, descriptions, logos, brand names and images in catalogues, brochures or the Website/Webshop are the exclusive property of BASALTE or are used by BASALTE with the consent of the respective owners of the rights and may only be copied, reproduced, multiplied, republished, uploaded, placed, posted, transferred, distributed or used for creating derived works with express prior written consent of BASALTE.

23.3. If BASALTE manufactures Products in accordance with the Customer's instructions, the Customer grants BASALTE a licence as well as the right to sub-license its producers for the logos and trademarks provided by the Customer.

24. Choice of law and competent courts

24.1. Any disputes that may arise between BASALTE and the Customer shall be settled amicably to the extent possible. Should the parties not succeed in reaching an amicable settlement, they shall be free to submit their dispute to the courts that have jurisdiction in the place where the registered office of BASALTE is located.

24.2. Belgian law shall apply.