

## General sales conditions

### 1 General provisions

- 1.1 These general sales conditions govern, together with the content of the offers and/or order confirmations addressed by L-stin to the customer, the legal relationship between L-stin bvba, a company governed by Belgian law based in B-8570 Anzegem, Oosthoek 8, with CBE number 0643.857.987 (hereafter L-stin) and the customer. Deviations of these general sales conditions are only possible in case of a preceding, explicit and written agreement between L-stin and the customer.
- 1.2 Placing an order or accepting an offer of L-stin means that the customer understands the present general sales conditions, accepts them without reservation and is bound by them. The general purchase conditions of the customer are only valid if they were accepted by L-stin expressly and in writing. In case of conflict between thus accepted general purchase conditions of the customer and the present general sales conditions of L-stin, the latter are given priority.

### 2 Prices and offers

- 2.1 Prices always mention the net price and are always based on the previously communicated information. Only the costs that are expressly included in the offer or in the agreement accepted by L-stin are included in the price.
- 2.2 If certain data that were mentioned by the customer, and that were important for determining the price and the quantities, do not correspond with reality, L-stin is entitled to (i) a unilateral and corresponding modification of the agreed prices and quantities, or, according to its choice, (ii) the dissolution of the agreement charged to the customer if the execution of the modified order seems impossible.
- 2.3 When L-stin is asked by the customer to create designs for moulds or products the price will be indicative, as the design and the further execution can often involve a considerable amount of extra work in function of the requirements posed by the customer. Such extra work is charged based on the hours of work performed at the applicable hourly rates of L-stin.
- 2.4 Unless otherwise agreed between L-Stin and the customer, L-stin's offers are valid for one month after date of the offer, after which they are cancelled irrevocably and automatically. In the period when the customer has not yet accepted the offer, L-stin has the right to withdraw the offer and the offer loses validity by law.
- 2.5 If all or part of the costs that influence the price increase by circumstances independent of the will of L-stin, then L-stin is authorised, by simple written notification, to charge the customer a proportional price increase. This increase doesn't provide the customer with the right to claim damages and offers no legal ground for dissolution.

### 3 Orders

- 3.1 The communication of prices, rates, delivery periods and sales conditions does not constitute a commitment on the part of L-stin, as long as these weren't confirmed expressly and in writing. Any customer order that deviates from an offer sent by L-stin, constitutes a refusal of the original offer and is considered as a new proposal that does not bind L-stin.

- 3.2 Cancellation by the customer of an order accepted by L-stin can only occur if a preceding written permission is given by L-stin. In case of delivery of a mould or products, a cancellation will only be possible if the production was not started yet, or a compensation will in any case be due for the costs already incurred and all costs caused by this cancellation, without prejudice the right for L-stin to prove and claim more extensive damage.

- 3.3 Modifications by the customer of an order accepted by L-stin can only occur if a preceding written permissions is given by L-stin. L-stin can make its permission dependent on modified conditions, among others concerning prices, delivery periods or charging an advance. Since L-stin has the right to refuse the customer-requested modifications of an order accepted by L-stin, the lack of permission by L-stin does not offer the customer a legal ground to dissolve the agreement, nor a right to any damages.

### 4 Deliveries and property

- 4.1 The delivery periods stated by L-stin are merely indicative and not binding. The expected delivery date, determined in function of delivery periods of parts and materials, is respected as much as possible. If L-stin can't make the predetermined delivery date it will inform the customer. Exceeding the delivery period cannot give rise to any liability on behalf of L-stin and cannot be invoked to cancel the agreement or to claim damages either. Despite the fact that the delivery period is exceeded, the customer has to comply with his commitment.
- 4.2 The customer has to provide L-stin with all information and all facilities that enable L-stin to execute the agreement within the agreed-upon delivery period. When the customer doesn't do this, this automatically implies that the predetermined delivery period, to which article 4.1. is applicable, is extended. Changes to the order - only if accepted by L-stin in writing - automatically imply that the predetermined delivery period is extended for an indefinite duration conform article 4.1.
- 4.3 The ownership of the goods delivered will only be transferred to the customer at the time of full payment of the price. After delivery, however, the customer shall bear every risk related to loss, the destruction of and/or damage to the goods.
- 4.4 The customer commits himself not to sell, process, pledge or dispose of the goods as long as they remain the property of L-stin.

### 5 Design

- 5.1 If L-stin is asked to detail the designs/technical drawings from the moulds or products this will at all times happen based on the instructions of the customer. The customer himself has to sufficiently research the technical feasibility, the quality requirements and functionality requirements of the products that (using moulds) will be made. Invoices for partial deliveries are not accepted unless otherwise agreed expressly and in writing.

- 5.2 L-stin can, without being obliged to do this, pass on knowhow, guidelines, technical input and suggestions during the design phase. It will always remain the customer, however, who will decide in which composition and shape the finished products need to be developed in order to meet his requirements. The customer himself bears full responsibility for his choices concerning this matter. Except when otherwise agreed expressly and in writing, the customer should himself and at his own expense cover the necessary tests and studies (whether or not with third parties) to analyse the technical feasibility, quality and functionality requirements in the predetermined composition and shape.
- 5.3 The customer understands and accepts that the composition and the shape of the moulds or products are his exclusive responsibility. If the customer opts not to further research and/or test the composition and shape of the mould or the product proposed by L-stin in the design stage, L-stin cannot be held liable when this shape and composition afterwards do not appear to comply with the technical, quality and functionality tests. Similarly, L-stin is not responsible for guarantees that are predetermined by producers of raw materials, subcomponents, products and parts of moulds concerning the quality of these raw materials.
- 5.4 L-stin shall make every endeavour to design a mould or product that meets the requirements of the customer or approaches them as closely as possible. The customer recognises, however, that it concerns a best effort agreement, where L-stin does not guarantee any results (e.g. concerning technical feasibility, quality requirements, functionality requirements, etc.).
- 5.5 The costs incurred by L-stin for the execution of the designs/technical drawings should in any case be reimbursed by the customer. If necessary, the costs of the design can be factored in function of the goods to be delivered.

## **6 Invoicing and payment**

- 6.1 All L-stin's invoices are payable within thirty (30) days after invoice date. The payment should happen by bank transfer to the account number mentioned on the invoice, with the statement mentioned on the invoice.
- 6.2 The customer is deemed to have accepted the invoice unconditionally when he has not protested the invoice within eight (8) days from the date on the invoice. The letter of protest must always mention the invoice number and the date of the invoice.
- 6.3 In the event of complete or partial non-payment of the invoice on the expiry date determined in article 6.1, a default interest of ten (10) per cent per year will be owed, without preceding notice of default, for the outstanding amount and this from the day following the expiry date until the full payment. If the period of default is shorter than one (1) year, this interest will be calculated pro rata temporis. Furthermore, the customer of the aforementioned case shall be owed, immediately and without preceding notice of default, a lump sum compensation of ten (10) per cent of the outstanding amount with a minimum of one hundred twenty-five (125) EUR, even if a grace period was granted, and this without prejudice to the right for L-stin to claim higher damages.
- 6.4 L-stin is at all times entitled to compensate any amount owed by L-stin to the customer with amounts that the customer owes L-stin, in whichever form.
- 6.5 If the invoice, on the request of the customer, is issued in the name of a third party, the customer remains jointly and severally liable to fulfil all commitments, despite invoicing to a third party. L-stin will send a copy of the invoice concerned to the customer by e-mail.

## **7 Liability L-stin**

- 7.1 Unless otherwise stipulated expressly and in writing, L-stin never guarantees a result.
- 7.2 L-stin guarantees that its goods are manufactured in accordance with the applicable standards in the sector and the rules of the art. The customer acknowledges to be fully informed about the characteristics of the goods and declares that L-stin has fulfilled its obligations to provide information concerning the goods.
- 7.3 Complaints concerning visible defects are no longer admissible after delivery and acceptance of the goods.
- 7.4 Complaints concerning hidden defects are only admissible if they are expressed by registered letter within a period of five (5) working days after discovery and at the latest six (6) months after date of delivery by L-stin. Complaints have to be transferred with sufficient evidence to support the claim, including but not limited to photos, a description of the problem, report of the defects and samples of the rejected products. The client has to prove the alleged error, the damage ensuing and the causal link.
- 7.5 Products cannot be rejected or refused if they are unchanged compared to the approved reference samples concerning size, finishing and general quality. Evidently the preceding applies without prejudice for the usual wear due to the use of moulds.
- 7.6 In case of non-conformity in the delivery or in the event of an admissible and founded complaint concerning hidden defects, the liability of L-stin, according to choice by L-stin, is limited to the replacement of the goods or to the return of the price that the customer has paid for the goods involved. In that case L-stin cannot be liable for damages, nor can any other sanction be imposed on it.
- 7.7 All claims to any guarantee expire in the event of:
- Incorrect use of the products delivered by L-stin;
  - Defects resulting from the incorrect involvement of the customer or of third parties;
  - Late notification of the defects in accordance with what is provided in the general terms and conditions;
  - Manufacturing according to a plan delivered by the client.
- 7.8 A complaint cannot relieve the customer in any case of the requirement to pay the amount of the invoices on the agreed-upon dates. A complaint, even if founded, furthermore does not authorise the customer to refuse the execution of the agreement for goods that are not the subject-matter of the complaint.
- 7.9 In no case can L-stin be held liable for an amount that would exceed the invoice amount of the order(s) concerned.
- 7.10 In no case can L-stin be held liable for indirect and unforeseeable damage such as product loss of a customer, loss of profit, economical damage, damage of reputation, etc.

## **8 Moulds**

- 8.1 When moulds are used for the production of the requested goods, the customer, unless otherwise agreed expressly and in writing, will bear the costs of the design and the production of the mould.
- 8.2 If the moulds would be ordered through L-stin with a third party, the property right of the moulds produced for the customer will be transferred to the customer as soon as the latter has paid the full price (including VAT and possibly other taxes and costs) of the aforementioned design and production.
- 8.3 In the event that the customer himself makes the moulds available to L-stin, the latter recognises the property right of the customer concerning the moulds made available to it.

8.4 The costs for maintenance and/or repair works to the moulds will in any case be borne by the customer. L-stin commits itself to inform the customer hereof, before carrying out the aforementioned maintenance and repair works, and to send an offer of the estimated costs.

8.5 L-stin or its appointed keeps the moulds at the risk of the customer. From the delivery of the moulds to L-stin during the entire period of the agreement and until the return of the moulds the customer is solely responsible for the physical, material or non-material damage directly or indirectly caused by the moulds or the use thereof, whatever the cause, even if the damage is due to a construction or assembly error. Only if the customer can demonstrate a specific error on the part of L-stin and/or its appointed, the latter can be held liable for compensation of the damage resulting from this error. During the entire duration of the agreement only the customer is responsible for the risks of damage, theft, loss, and partial or full destruction of the moulds, whatever the reason. In the event that the customer wishes to insure the moulds against the aforementioned risks he will notify L-stin in writing.

## **9 Property right**

9.1 All intellectual property rights related to drawings, designs, calculations and other works executed by L-stin on behalf of the customer, remain the property of L-stin, unless otherwise agreed in writing. Drawings, models and other commercial documents can only be used by the customer within the framework of the execution of the agreement between parties. The designs, models, moulds and other works of L-stin can therefore not be reproduced, copied or publicly communicated or otherwise passed on to third parties without written consent of L-stin. If the designs, models, moulds and other works of L-stin are reproduced, copied or publicly communicated or otherwise passed on to third parties without written consent by L-stin, L-stin does not warrant any guarantee concerning the validity of aforementioned intellectual property rights and L-stin retains the right to prove and claim the damage suffered.

9.2 If the customer provides L-stin with the moulds or the designs, the customer fully indemnifies L-stin against possible damage and costs as a result of a claim by a third party for infringement of his (intellectual) property right.

9.3 If drawings, models, plans or data are provided by the customer, the customer guarantees that these drawings, models, plans or data are not an infringement of the intellectual property rights of third parties. In the event of a claim by a third party based on alleged intellectual property rights to these drawings, models, plans or data or to the products manufactured based on these, the customer will be responsible for the defence and liability in case of infringement.

## **10 Force majeure**

10.1 The liability of L-stin cannot be invoked when the non-compliance with its agreements is due to a form of force majeure, such as war, turmoil, partial or general strike, partial or general lock-out, contagious diseases, exploitation accidents, fire, machine failure, bankruptcy suppliers, lack of raw materials, termination of delivery of raw materials, etc. In the aforementioned situation L-stin reserves the right to dissolve the agreement without the customer being able to claim any damages. The aforementioned situations of force majeure by a third party can be invoked by L-stin against the customer.

## **11 Confidentiality**

11.1 The customer is obliged to treat all information that is made known to him in the context of the agreement between parties concerning the company and/or the goods of L-stin, in whichever form (documents, oral and written information, etc.), comprising, among others, knowhow, technical data, drawings, documentation, manuals, formulas, commercial information etc. , as secret and not to spread any of this information, and to make the same demand of employees and/or third parties that are involved in the execution of the agreement.

11.2 If a non-disclosure agreement was concluded between the customer and L-stin, this non-disclosure agreement remains applicable, excepting other expressive and written stipulations

## **12 Miscellaneous**

12.1 All agreements between L-stin and the customer are part of one global contractual agreement. If the customer does not fulfil his commitment concerning a certain agreement, L-stin can suspend the further execution of both the relevant and the other on-going agreements.

12.2 Any nullity of one or several provisions of these conditions does not affect the applicability of all other clauses.

## **13 Applicable law - competent court**

13.1 These general conditions as well as the agreement between L-stin and the customer are governed by and have to be interpreted in accordance with the Belgian law.

The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods is not applicable to the agreement between L-stin and the customer.

13.2 All disputes between L-stin and the customer will be settled at the courts and tribunals of the judicial district of the head office of L-stin.