

## **GENERAL TERMS AND CONDITIONS**

### **1. General**

These terms and conditions govern all agreements for the sale of goods by J.S.T. Belgium NV (hereinafter referred to as 'JST'). In these terms and conditions, the concept of 'goods' also includes services. The customer may only invoke deviating and/or additional provisions if they have been expressly accepted in writing by JST.

### **2. Our right to modify these terms and conditions**

JST has the right to revise and adjust these terms and conditions from time to time in order to take into account changed market conditions that affect JST's activities, technological developments, changes in payment methods, changes in relevant laws and regulatory requirements, or changes in the capabilities of our system. The latest version of the general terms and conditions is always attached to the order confirmation, and they can also always be requested. Your agreement is governed by the terms and conditions in effect at the time your order is confirmed.

### **3. Conclusion of the Agreement**

The agreement with JST is deemed accepted, acknowledged, and concluded at the moment of confirmation, upon receipt of your order.

A cancellation of the order by the customer gives JST, if accepted by the latter, the right to charge a compensation amounting to 30% of the order, with a minimum of € 25 per order line, as reimbursement for the damage resulting from the cancellation.

### **4. Quality of Goods**

We guarantee that all goods you purchase from us are of good quality and reasonably suitable for all purposes for which goods of such a nature are commonly used.

### **5. Price**

The parties determine the price in the order confirmation, excluding the applicable value-added tax (VAT).

If the price stated in the order confirmation contains an error that is obvious and unmistakable and should reasonably have been recognized as an error by the customer, JST is not obliged to supply the goods to the customer at the incorrectly stated price.

## **6. Delivery**

Agreed delivery times are approximate, unless explicitly agreed otherwise in writing. The delivery period may be extended by the time which the performance of the agreement is delayed due to circumstances not attributable to JST.

Late delivery does not give the customer the right to unilaterally terminate the agreement in whole or in part, except in the case of proven intent or gross negligence on the part of JST.

The goods will be delivered to the location specified in the order confirmation.

All transportation costs are borne by the customer unless agreed otherwise.

## **7. Costs of storage for uncollected delivery**

If the customer does not pick up the goods within 14 days after the date communicated goods (shipment) ready for collection, a storage fee of €50 per day must be paid as soon as this 14-day period has expired.

A separate invoice for these costs will be issued to the customer after the goods are collected.

If the goods have not been picked up within 45 days after the communicated collection date, the purchase will be considered as cancelled, although JST still has the right to charge the full purchase price plus the storage costs for 14 days.

## **8. Retention of title**

JST retains ownership of the goods until full payment of the purchase price. However, the risk passes as soon as the goods are delivered.

The customer is liable to JST for any damage to the goods that occurs before the transfer of ownership referred to in this article.

JST is entitled to reclaim the goods delivered under retention of title that are still in the customer's possession if the buyer fails to meet their payment obligations.

## **9. Payment Terms**

Payment is due within the period stated on the order confirmation.

From the due date, interest is payable on late payments in accordance with the law of 02.08.2002 concerning the combating of late payment in commercial transactions, from the invoice date until the date of full payment, automatically and without requiring formal notice from the said date.

In case of non-payment on the due date, the amount of the invoice to be received will automatically be increased, without requiring formal notice, by 10% of the principal amount (with a minimum of €50).

JST has the right, in the event of non-payment of any invoice, to request advance payment or immediate cash payment, as well as to cancel all outstanding orders.

If the customer fails to pay their invoices within 7 days after a written notice of default, JST reserves the right to block the delivery of goods until all overdue invoices have been fully and definitively paid, possibly increased by applicable interest, without the customer having the right to claim any form of compensation.

All costs associated with JST's collection of any claim against the customer shall be borne by the customer, including but not limited to court and attorney's fees.

Unless expressly stated otherwise at the time of payment, any payment from the customer will be applied to the oldest outstanding invoice.

#### **10. Conformity of the goods and claims**

In the case of any visual lack of conformity of the goods, the customer shall give notice in writing to JST within 7 days of the date of receipt of goods, specifying in detail the nature of the lack of conformity. After this time, if a claim has not been sent to JST, the customer loses the right to invoke a lack of conformity.

JST will not accept the return of the goods unless previous authorization in this respect is given by the latter to the customer. When the return of the goods has been agreed upon, JST retains the right to examine the returned goods. If it appears that there is indeed a lack of conformity, JST may decide at its own discretion to replace those goods or to refund the purchase price.

#### **11. Liability**

JST's liability is in any case strictly limited to the delivery of replacement goods or the refund of the purchase price.

JST is never liable to the customer for any consequential damage, business loss, indirect damage (loss of income or revenue, loss of business, loss of profit or contracts), damage to third parties and/or lost profit, except in cases of intent or gross negligence on the part of JST itself.

The customer acknowledges and accepts that for services performed by JST, no direct claim can be made against employees, subcontractors, or other auxiliary persons of JST, except in the case where an employee, subcontractor, or auxiliary person of JST has committed a crime or has harmed the physical or mental integrity of a customer.

JST has insured itself against statutory liability for damage caused to third parties by its personnel, its employees, or tools used by it. JST's liability is limited to a maximum amount equal to the compensation provided under JST's insurance in the relevant case, and if the insurance does not pay out, JST is in no event liable for more than the invoice value of the goods that caused the customer to suffer damage.

Advice from JST or its personnel, given regarding qualities, forms of execution, sizes, etc., is provided to the best of their knowledge, but the customer cannot make any claim for damages against JST in connection with this advice.

The customer indemnifies JST against claims from third parties who suffer damage in connection with the performance of the agreement, and which damage is attributable to the customer.

## **12. Force majeure**

The performance of the obligations by JST shall be extended or suspended to the extent that the non-performance is directly or indirectly caused by any event beyond JST's control, including but not limited to strikes, labor disputes, riots, floods, fire, earthquakes, storms and other natural disasters, accidents, interruptions in the production, supply, transportation or delivery of raw materials or the material that is the subject of this agreement.

## **13. Unforeseen events**

In cases where the performance of an agreement is not impossible for JST but becomes significantly more difficult, burdensome, and/or costly due to unforeseeable circumstances to the extent that the performance of the agreement can no longer reasonably be required, the Parties commit to renegotiating the price and terms of the order. This applies, among other things, to but is not limited to an increase in transportation costs or an increase in electricity and gas prices.

If renegotiations are unsuccessful, both JST and the customer have the right to terminate the agreement without any compensation and cancel the order.

## **14. Processing of personal data**

JST collects and processes the identity and contact information it receives from the customer and that relates to the customer itself, its staff, employees, appointees, and other useful contacts. The purposes of these processing activities are the performance of this agreement, customer management, accounting, and direct marketing activities such as sending promotional or commercial information.

The legal grounds are the performance of the agreement, compliance with legal and regulatory obligations, and/or JST's legitimate interest. For direct marketing purposes via email (such as a newsletter or event invitations), the customer hereby gives JST explicit and free consent to use their personal data.

The aforementioned personal data will be processed in accordance with the provisions of the General Data Protection Regulation and will only be disclosed to processors, recipients, and/or third parties to the extent necessary in connection with the aforementioned purposes of the processing. The customer is responsible for the accuracy and keeping up-to-date of the personal data provided to JST.

The customer confirms that he has been adequately informed about the processing of his personal data and about his rights to access, correction, deletion, and objection.

#### **15. Governing law and legal jurisdiction**

The Belgian law governs any dispute or claim arising from or in connection with the agreement for the purchase of goods from JST (including pre-contractual or non-contractual disputes or claims).

Only the courts of Brussels have jurisdiction to hear any of the aforementioned disputes or claims.

If any article, term, or clause of these general terms and conditions is declared invalid or unenforceable, the remaining terms and conditions shall remain valid and enforceable. The parties shall negotiate a replacement valid alternative that is as close as possible to the original intentions of the parties.

\*\*\*