

**GENERAL CONDITIONS FOR CONTRACTS CARRIED OUT BY  
ASD-GROUP BVBA  
(both for the delivery of materials and their assembly)**

**Article 1: Preamble**

For the application of these General Conditions, the following terms will be understood to mean:

- “ASD-GROUP BVBA”, Eekhoutstraat 33, 8755 Ruiselede, Belgium with VAT number 0688.538.068
- “Customer”: every natural person or legal entity who places an order for goods or services at ASD-GROUP BVBA.
- “Price quotation”: every written proposal issued by ASD-GROUP BVBA on which the word ‘price quotation’ is clearly marked and to which the general conditions of ASD-GROUP BVBA are attached.
- “Contract”: every written agreement between ASD-GROUP BVBA and the customer for the sale of goods or the provision of services.
- “Goods”: the goods or component parts of goods which must be delivered to the customer as a result of the contract between the customer and ASD-GROUP BVBA.
- “Service”: the services which must be provided to the customer as a result of the contract between the customer and ASD-GROUP BVBA, such as maintenance and after-sales care.

**Article 2: Price quotations**

2.1. Validity

A price quotation issued by a dealer or a representative of ASD-GROUP BVBA is only valid after further written confirmation by an authorized person who is empowered to conclude legally binding agreements on behalf of ASD-GROUP BVBA.

2.2. Duration

Every price quotation, if confirmed in writing by an authorized person of ASD-GROUP BVBA, will remain valid for a period of 2 months after the date mentioned in the price quotation.

ASD-GROUP BVBA can allow a longer period if it so chooses, provided the duration of this longer period is explicitly mentioned in the price quotation.

2.3. Prices

If prices change for whatever reason after the customer has accepted the price quotation, ASD-GROUP BVBA will notify the changes to the customer in writing. If the customer does not reply in writing within 8 days, it will be assumed that he has accepted the new prices.



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18/03/2022

The prices are exclusive of Value Added Tax and all other taxes of a similar nature levied outside Belgium.

If the order value is less than € 250,00 excluding VAT, an administrative cost of € 15,00 excluding VAT will be charged.

Prices do not include delivery, transport and insurance costs, unless otherwise mentioned in the price quotation.

#### 2.4. Concluding the contract

If the customer wishes to conclude a contract with ASD-GROUP BVBA, he must approve and sign the price quotation, within the duration of validity of this price quotation, and return a signed copy of this document to ASD-GROUP BVBA.

The approval of the price quotation by the customer implies that the customer has been able to make himself familiar with all the provisions of these general conditions and that the customer has accepted these general conditions without reservation.

The contract will only come into being after further written confirmation from ASD-GROUP BVBA, in which ASD-GROUP BVBA agrees to implement the matters referred to in the price quotation approved by the customer, or, alternatively, when ASD-GROUP BVBA starts to implement without further comment the matters referred to in the price quotation approved by the customer.

The implementation of the contract will take place in accordance with the conditions set down in article 3 below, unless these conditions are distinctively amended by the inclusion of a specific condition in the contract itself.

Every change and/or addition to the conditions set down in article 3 below will be applicable to all existing contracts, on condition that ASD-GROUP BVBA notifies the customer in writing of the said changes and/or additions, and providing that ASD-GROUP BVBA does not receive a written protest from the customer within 8 days of the notification of the changes and/or additions, in which the customer explicitly states that he does not agree with the said changes and/or additions.

### **Article 3: Contracts**

#### 3.1. Use and performance of the goods and services to be provided

All details with regard to the use and the performance of the goods and services offered by ASD-GROUP BVBA, which were provided to the customer before the contract was concluded, will be regarded as purely indicative.

The customer will not be able to assert rights of any kind on the basis of the details provided by ASD-GROUP BVBA.

The conclusion of a contract implies that the customer has checked the suitability of the proposed goods and services for the purposes envisaged by the customer.



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ASD-GROUP BVBA cannot be held responsible if it becomes apparent after the conclusion of the contract that the delivered goods and services are not suitable for the purposes envisaged by the customer.

### 3.2. Dispatch and delivery of the goods and provision of the services

#### 3.2.1. Method

ASD-GROUP BVBA retains the right to deliver the goods in several phases or, if the delivery is not made to the premises of ASD-GROUP BVBA, in several different consignments.

ASD-GROUP BVBA also retains the right to invoice each separate phase of the delivery on the basis of the pro-rata rates provided in the contract.

Unless otherwise agreed in writing, ASD-GROUP BVBA will undertake to arrange the consignment of the goods to the customer, using whatever methods of packing and transport are deemed to be most appropriate by ASD-GROUP BVBA.

#### 3.2.2. Risk

All risk relating to the goods is transferred to the customer from the moment on when the customer receives delivery of the said goods.

If the customer receives the goods on another address than the chair of ASD-GROUP BVBA, the risk of the goods passes from the moment the goods leave the chair of ASD-GROUP BVBA, regardless of transportation by ASD-GROUP BVBA itself or not, and regardless of the appointment of a third transporter by ASD-GROUP BVBA or by the customer.

#### 3.2.3. Receipt and approval

The customer has to receive the goods immediately and check them.

Receipt of the goods by the customer also implies acceptance by the customer that the goods have been delivered in accordance with the terms of the contract and that they are free of visible defects.

No complaints with regards to visible damage, defects or shortcomings will be accepted after receipt of the goods.

If the customer upon receipt of the goods finds that they have not been delivered in accordance with the terms of the contract, the customer must inform ASD-GROUP BVBA immediately. If the customer fails to do this, he will be deemed to have accepted receipt of the goods and will therefore no longer be able to pursue any rights or claims against ASD-GROUP BVBA.

Hidden damage, defects or shortcomings will only result in repayment to the customer, providing that the said damage, defects or shortcomings are noticed with due speed within 2 months of the date of receipt of the goods and that the damage, defects or shortcomings in question are notified in writing to ASD-GROUP BVBA within 8 days of their discovery by the customer.



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If the customer fails to do this, he will be deemed to have renounced the basis on which his complaint was made and will therefore no longer have the right to pursue this complaint.

Every intervention of whatever kind, carried out by the customer or by a third party to the goods will result in the customer losing his right to formulate complaints against ASD-GROUP BVBA on the basis of hidden damage, defects or shortcomings. The customer will also lose the right to return the goods to ASD-GROUP BVBA, unless he can prove that the hidden damage, defects or shortcomings were already present before the intervention carried out by the customer or by a third party, and on condition that evidence of the hidden damage, defects or shortcomings is forwarded to ASD-GROUP BVBA within 8 days of the damage, defect or shortcoming becoming noticeable.

If the customer can appeal on time to a non-conforming delivery , visible and/or hidden defects, ASD-GROUP BVBA has the right to replace the goods in question by identical or similar goods, without the possibility for the customer to appeal to any replacing or additional damages.

Any compensation paid by ASD-GROUP BVBA due to non-conforming delivery , hidden or visible defects will not exceed the original price of the goods.

If the customer, for whatever reason, is not willing to accept receipt of goods which are ready for delivery, or if ASD-GROUP BVBA is not in a position to deliver the goods on time because the customer did not provide appropriate instructions, documents, licenses or permits, or for any other reason for which the customer may reasonably be held responsible:

- the risk relating to the goods will be transferred to the customer from the moment when they were ready for delivery or from the moment when they could have been delivered, if the customer had provided correct documentation;
- ASD-GROUP BVBA will be entitled to store the goods until delivery can take place, on the understanding that all the costs involved will be met by the customer, including storage and insurance fees, without being limited.

Unless otherwise agreed in writing, the provision of services will take place on the premises of the customer.

If it is necessary for ASD-GROUP BVBA to dispatch goods to the customer, the customer will undertake the unloading of the goods at his own responsibility.

#### 3.2.4. Delivery period

The delivery period is purely indicative and is in no way binding, unless explicitly stated in the contract.

The delivery period will start from the moment on when the customer has provided ASD-GROUP BVBA with all the information necessary to implement the contract.

A delay in the implementation of the contract can never give rise to penalty payments, compensation or the termination of the contract.



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When a specific date of delivery is stated in the contract, ASD-GROUP BVBA can postpone delivery of the goods, or interrupt the delivery of the goods or the provision of services, or annul the contract, or reduce the quantity of goods ordered, providing its activities are hindered or delayed by circumstances which are reasonably beyond its control.

Such circumstances include , without being complete, natural disaster, government action, war, emergency situations, situations in which the national defence is endangered, riot, civil unrest, fire, explosions, flood, epidemics, accidents, malfunctioning equipment, strikes, lock-outs, other social conflicts (whether or not they involve the staff of one of the contracting parties), hindrance or delay with regard to the transport or supply of suitable raw materials (including petrol and other sources of energy), a serious rise in the prices of such raw materials, or the unsatisfactory or late completion of its obligations by a third party.

If the circumstance preventing delivery persists for more than six months, the customer will have the right to terminate the contract by means of a written notification to ASD-GROUP BVBA.

As soon as one of the parties becomes aware that such a circumstance exists or that there is a serious likelihood that it will come into existence in the near future, the party in question is obliged to inform the other party and must take all necessary steps to limit the damaging effects of the situation.

### 3.3. Price

The price will be the price mentioned in the contract, unless the delivery date for the said goods and services exceeds 90 days from the date on which the written confirmation of the order was sent. In these circumstances, ASD-GROUP BVBA has the right to adjust its prices in function of the evolution of its fixed and/or variable costs, as a result of changes in its pricing elements (raw materials, wages, energy, etc.) and/or changes in the rate of exchange of the currency in the land from which the goods and services originate, and/or changes in the levels of customs duties, and/or other taxes.

If the prices are increased, for whatever reason, ASD-GROUP BVBA will notify the customer in writing. If the customer does not reply in writing within 8 days, it will be assumed that he has accepted the new prices.

If additional work is required, which was not mentioned in the customer's request for a price quotation, the price quotation itself, the customer's acceptance of the price quotation or the contract, the cost will be calculated on the basis of hourly rates and will be borne in full by the customer.

### 3.4. Transfer of ownership

The delivered goods remain the property of ASD-GROUP BVBA until full payment of the total invoice, plus any costs and interest, has been made.

As long as the ownership of the goods has not been transferred to the customer:



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- The customer must retain the goods on a fiduciary basis on behalf of ASD-GROUP BVBA, which - among other things - means the customer may not steal the goods or take a pledge on them.
- The customer may not destroy the packaging of the goods, nor the identification markings on the packaging of the goods, nor may he destroy the goods themselves, nor exchange them, nor misappropriate them.
- The customer must maintain the goods in perfect condition and must insure them for their full value against all risks in the name of, on behalf of and to the complete satisfaction of ASD-GROUP BVBA. At first request of ASD-GROUP BVBA, the customer will provide ASD-GROUP BVBA with a copy of the insurance policy.
- The customer must keep any sums which he receives as a result of claims on this insurance policy on behalf of ASD-GROUP BVBA on a separate account and must not deposit it with other funds, nor deposit it on an account with a negative balance.
- The customer must give ASD-GROUP BVBA, its agents and its employees full and irrevocable permission to visit at all times the various locations where goods belonging to ASD-GROUP BVBA are being kept, and this for the purpose of inspecting the said goods or, in the event that the customer has forfeited his right of possession, retrieving them.

If the customer doesn't comply with the conditions above, he will be obliged to pay damages per violation found, equal to the selling price of the good or the goods in question and this added to the selling price still indebted.

### 3.5. Payment

Unless otherwise agreed in the contract, all payments must be made within 30 days of the invoice date.

ASD-GROUP BVBA has the right to request an advance payment equivalent to 50% of the cost price of the work.

The amount of the invoice must be paid net, without the possibility of deduction, irrespective whether the said deduction is related to debt exchange, a debt claim against ASD-GROUP BVBA, a discount or any other kind of deduction, unless previously agreed by ASD-GROUP BVBA in writing. The customer renounces distinctively to every advantage of legal, conventional and judicial compensation of debts.

All bank charges will be paid by the customer.

It is only possible to speak of 'payment' when the amount due is effectively in the hands of ASD-GROUP BVBA or has been deposited on its bank account.

If the customer fails to honour his obligation to pay an invoice which is due as a result of the terms of the contract, the outstanding balance of any other invoices in the customer's name will immediately become legally due for payment, even if the 'pay by' date of these other invoices has not yet expired.

Every invoice which remains unpaid on the expiry date will be legally subject, without further reminders or proof of default, to the payment of interest at an annual rate of 12%, calculated daily until the date on which full payment of the invoice is finally made.



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The outstanding balance will be automatically increased with a fixed-rate compensation payment equivalent to 15% of the unpaid amount, with a minimum of 250 euros, to cover administration costs.

The customer will indemnify ASD-GROUP BVBA against the payment of all legal costs (including solicitor's and lawyer's fees) resulting from legal proceedings to reclaim any outstanding amounts against the customer's name.

The compensatory payment and default interest will also be applied in cases of partial non-payment.

Without in any way detracting from any other rights or compensations due to ASD-GROUP BVBA, ASD-GROUP BVBA will also have the right to cancel any further orders for the delivery of goods or the provision of services to a customer who fails to honour his payment obligations in respect of a previous order, without the possibility for the customer to appeal to damages of any kind.

If the contract foresees payment in phases and if this does not occur promptly, ASD-GROUP BVBA will have the right to postpone or suspend the delivery of goods or the provision of services for as many days as the customer's phased payment is late.

Without in any way detracting from the provisions of article 3.2.3., any disagreement/complaint relating to an invoice issued by ASD-GROUP BVBA must be made in writing within 8 days of the invoice being received.

### 3.6. Assembly

Assembly consists exclusively of the assembly of the parts made by ASD-GROUP BVBA.

The implementation date for assembly notified to the customer is purely indicative and can be extended if bad weather prevents the assembly from being carried out.

Unless specifically mentioned to the contrary in the contract, the customer must ensure that ASD-GROUP BVBA is not necessitated to make alterations to the buildings on which it is required to work. Any additional time which ASD-GROUP BVBA needs for the removal and/or adjustment of existing parts will be charged to the customer.

Assembly using ladders will only be carried out if this can be done in complete safety.

The area around the building must be accessible and must allow work to be carried out in safety.

Assembly work more than 5 m above the ground is always carried out with a platform lift.

The cost of hiring a platform lift is not included in the assembly, unless specifically mentioned otherwise in the contract.

If ASD-GROUP BVBA is requested or obliged to carry out assembly works on a piece of ground which does not allow normal working or which makes assembly as defined in the contract impossible, but if



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some other exceptional method of assembly is possible, this exceptional method will be regarded as additional work and will be charged to the customer .

### 3.6.1 Guarantee on the systems of ASD-GROUP BVBA

ASD-GROUP BVBA guarantees that the goods are free from production defects and that they agree with the technical specifications provided.

All the systems are resistant to gusts of wind up to and including 111 km ph unless stated to the contrary on the price list.

The products are not resistant to uncontrolled collisions with vehicles and/or animals.

ASD-GROUP BVBA gives a 1 year guarantee on fixed installations and also on moveable installations.

The guarantee provided by ASD-GROUP BVBA will only remain valid on condition that an annual maintenance agreement is concluded and that annual maintenance is effectively carried out.

The guarantee is limited to the replacement free of charge of defective components. All replaced components will remain the property of ASD-GROUP BVBA, unless otherwise agreed.

The guarantee will not be valid in the following circumstances:

- If the goods do not conform to the technical specifications of ASD-GROUP BVBA or have been used in a manner which is not normal.
- If the defect was caused by the negligence of the customer (e.g. through a failure to respect the guidelines set down in the instruction manual, or a failure to repair an existing hole, thereby leading to further tearing and damage, etc.).
- If the goods, in accordance with the specifications of the customer, are installed by ASD-GROUP BVBA or by another third party, together with other materials which were not manufactured by ASD-GROUP BVBA. In these circumstances, the materials which were not manufactured by ASD-GROUP BVBA will not be covered by the guarantee offered by ASD-GROUP BVBA.
- If the customer or another third party carries out adjustments or repairs to the components/parts of ASD-GROUP BVBA after assembly.
- If the customer requests adjustments for which it is impossible to give a guarantee. Such adjustments must be clearly noted on the assembly check sheet.
- If the goods have been correctly assembled by ASD-GROUP BVBA, but the defect is attributable to the surface on which the assembly was carried out.

### 3.6.2 Guarantee in case of placing other materials

ASD-GROUP BVBA takes over the content of the part guarantee of the general conditions from the producer of the parts in question.



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### 3.7. Transport prices

What the relocation cost is concerned with mounting -, repairing - and maintenance jobs, following fixed amounts will be applied.

The fixed amounts will be calculated on the basis of the national postal codes.

### 3.8. Liability

Possible or even repeated non-implementation of one or other element of our general conditions must be regarded as being within the limits of tolerance and does not mean that the elements in question will not be correctly implemented at a later stage.

Without in any way detracting from the conditions relating to the guarantee, the following provisions set out the field of application and the maximum financial limits of the liability of ASD-GROUP BVBA towards the customer, including liability for the actions and/or shortcomings of its employees, agents and sub-contractors, and this in respect of every breach of the contract and all information, explanations, faults or negligence relating to the contract :

- The contractual and/or extra-contractual liability of ASD-GROUP BVBA which may arise as a result of the implementation of the contract will in all cases be limited to the replacement of the goods in question or the repayment of the purchase price.
- ASD-GROUP BVBA will not be liable towards the customer or any third party for indirect damage which the customer or the third party may incur as a result of the implementation of the contract. The term 'indirect damage' includes, amongst other things, loss of profits, commercial loss, loss of reputation, etc., and this irrespective of the cause of the damage.

### 3.9. Intellectual property rights

Unless otherwise agreed in writing between the parties, ASD-GROUP BVBA will grant no intellectual property rights or license to the customer. ASD-GROUP BVBA will remain the sole and exclusive holder of all intellectual property rights in respect of the goods it provides.

### 3.10 Confidentiality

All advance drawings and/or plans and all other technical or commercial information provided by ASD-GROUP BVBA to the customer must be regarded as confidential and must not be made known to any other third party.

The customer's duty of confidentiality will remain in force for a period of 5 (five) years, dating from the last provision of confidential material to the customer by ASD-GROUP BVBA.

The customer's duty of confidentiality will not be negated by the termination of the contract for whatever reason.

Any breach of confidentiality on the part of the customer will result in the customer indemnifying ASD-GROUP BVBA for all damage which may arise as a result of this breach, with a minimum fixed compensation payment of 25,000 euros per breach.



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### 3.11 Termination of the contract

#### 3.11.1. By the customer

Without in any way detracting from the provisions of article 3.2.4 and unless prior written agreement is given by ASD-GROUP BVBA, in the event of the contract being terminated by the customer, the customer will be required to pay a fixed compensation payment equivalent to:

- 15% of the price of the total order (i.e. goods and services), if the termination/cancellation takes place before production of the goods has started.
- 60% of the price of the total order (i.e. goods and services), if the termination/cancellation takes place after production of the goods has started.

This fixed compensation payment in no way detracts from the right of ASD-GROUP BVBA to seek further compensation for the full amount of any loss/damage suffered as a result of the premature termination of the contract by the customer.

If the customer prematurely terminates the contract, ASD-GROUP BVBA will not accept the return of any goods which have already been delivered.

After the delivery and assembly/placement of the ordered goods, ASD-GROUP BVBA will not accept the return of any unused goods.

#### 3.11.2 by ASD-GROUP BVBA

ASD-GROUP BVBA retains the right to terminate the contract, without being held in default, without prior authorisation from a court and without payment of any kind of compensation or fine, and this in the following circumstances:

- Failure by the customer to pay the invoice in full or in part by the expiry date given on the invoice.
- In cases of deceit, deception or serious breach of contract on the part of the customer or, in cases of other, less serious breaches of contract, if the customer fails to set matter to rights within 30 days of receiving a default notice from ASD-GROUP BVBA, requesting that the said breach be rectified.
- In cases of bankruptcy, formal or informal convocation of the debtors of the customer, voluntary or involuntary liquidation, the issuance of a court order, a request before the courts for the appointment of a liquidator for the customer's company, the appointment of a temporary administrator, or the start of a procedure relating to the bankruptcy or possible bankruptcy of the customer.
- If the customer deposes a request for judicial reorganisation

18/03/2022

### 3.12 Applicable law and competent courts

These general conditions, as well as any contract for the delivery of goods or the provision of services by ASD-GROUP BVBA, will be ordered and interpreted in accordance with Belgian law.

The parties agree that the courts in Bruges are the only competent courts to settle any disputes arising out of the implementation of these general conditions and/or any contracts concluded by ASD-GROUP BVBA. The parties agree to subject themselves irrevocably to the competency of these courts.

If the competent courts or the relevant administrative authority declare the invalidation or nullification of a provision contained within these general conditions or within a contract concluded by ASD-GROUP BVBA, or if they declare a provision to be incapable of implementation, either wholly or in part, this shall in no way affect the validity of the remaining provisions or the remaining part-provisions, which will be regarded as being completely independent from the disputed provision or part-provision, and which therefore will not result in the nullification or non-implementation of the remaining provisions and part-provisions.

If ASD-GROUP BVBA does not punctually enforce a provision of these general conditions or of a contract, either in whole or in part, this in no way implies an abjuring of any rights appertaining to ASD-GROUP BVBA under the terms of these general conditions and/or contract.

If ASD-GROUP BVBA fails to pursue any breach or default on the part of the customer in respect of these general conditions or the contract, this cannot be regarded as an abjuring of its right to pursue any subsequent breaches or defaults, and will have no influence whatsoever on the remaining provisions of these general conditions and/or the contract.

Read and approved

In .....

On .....

Handwritten name of the customer:

Signature:

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