



CROWN GENERAL

QUALITY FOAM SINCE 1965

Terms & conditions.

General terms and conditions of sale and delivery.

CROWN GENERAL NV

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Article 1: General

1. All offers, purchases and deliveries to which N.V. Crown General is a party, either in writing or verbally, are governed by the following terms and conditions. The application of any other terms and conditions is expressly excluded, unless the co-contractor(s) and N.V. Crown General have agreed in an explicit and written manner. The present General Terms and Conditions form an integral part of the offers and subsequent agreements.

2. The possible inapplicability of certain articles of these General Terms and Conditions or parts thereof shall not affect the validity of the other articles.

Article 2: Offers and conclusion of contracts

1. Every offer by N.V. Crown General is always without obligation, purely indicative and only valid during the indicated period. The offers shall only include the works and the delivery of goods expressly listed therein.

2. A sales contract is only concluded following an offer by N.V. Crown General after explicit and written confirmation by a person who is authorised to legally bind N.V. Crown General. Such confirmation shall be deemed to have been made on the date indicated in the letter, fax, telex or telegram containing it.

3. No change to the order shall be valid until it has been expressly agreed between the parties. Any change to the order entitles N.V. Crown General to apply a price adjustment.

4. N.V. Crown General is entitled to make the delivery of the goods or the execution of the work dependent on an agreed advance payment.

Article 3: Price

1. The prices of the N.V. Crown General are always expressed in euros, unless the use of another currency is explicitly confirmed in writing by the N.V. Crown General.

2. Unless otherwise stipulated, all packaging, insurances and transport costs are not included in the price and are therefore at the expense of the co-contracting party(ies). Unless expressly stipulated otherwise, the calculation of the price shall be made in accordance with the rates in force on the day on which the goods are dispatched. The shipping day is the day that the goods are either taken delivery of by a co-contractor or by a forwarding agent, or are delivered by N.V. Crown General to a co-contractor by hand. In the event of a delay in taking delivery of the goods by a co-contracting party, the day on which the goods are available for dispatch shall be deemed to be the day on which the goods are dispatched.

Article 4: Delivery

1. Any shipment of goods by N.V. Crown General is entirely at the expense and risk of the co-contractor(s).
2. The delivery times are only given by way of indication and without guarantee. A delay in delivery cannot give rise to a claim for designation and without a guarantee. A delay in delivery cannot give rise to a claim for compensation, to a take-back without the agreement of N.V. Crown General, or to a cancellation of the order by the co-contractor(s). Delivery times are met as accurately as possible, but N.V. Crown General cannot be held responsible for any late delivery through no fault of its own. Call orders can only be executed as far as the production possibilities allow.
3. Cases of force majeure give N.V. Crown General the right to terminate the contract in whole or in part, without the latter being obliged to pay any compensation. Any form of force majeure does not prevent N.V. Crown General from making a delivery. Partial deliveries are always possible.
4. Deviations in size, weight and thickness are permitted with due observance of the tolerances prevailing in the relevant market. Deviations from steel and previous deliveries are avoided as far as technically possible. The ordered quantities can be exceeded by 10% more or less.
5. Goods with visible quality or conformity defects must be returned immediately to N.V. Crown General under penalty of non-acceptance of the goods of N.V. Crown General.
6. If the buyer refuses to accept the goods upon delivery, this refusal will be considered as a unilateral termination of the contract and the buyer will owe a fixed compensation to N.V. Crown General in accordance with article 8, paragraph 4, without prejudice to the right of N.V. Crown General to a compensation for the costs incurred.
7. If it is agreed that the delivery of goods or materials will take place in several successive deliveries, N.V. Crown General has the right to request the payment of any part already delivered and accepted. In case of non-payment or incomplete payment of a part already delivered, N.V. Crown General is entitled to postpone the next delivery until after payment of the part already delivered or until a judicial decision has been made. The agreed delivery times for the next delivery are then no longer binding on N.V. Crown General. N.V. Crown General may charge the resulting storage costs to the co-contractor(s). Where appropriate, they shall be jointly and severally liable for that purpose.
8. The goods are deemed to have been sold, taken possession of, accepted and payable in Hasselt, Belgium.

Article 5: Retention of title and express termination clause

1. Except for an explicit agreement to the contrary, N.V. Crown General retains full ownership of the goods sold as long as the other contracting party(ies) have not fulfilled their contractual obligations, notwithstanding the possible payment of an advance. On the other hand, as from the delivery of the goods, all risks shall be borne by the co-contractor(s), unless expressly agreed otherwise. The co-contractor(s) shall be responsible for the monitoring of the delivered goods. N.V. Crown General is not liable for theft or damage to the delivered goods.

2. The goods may be processed by a co-contractor in the course of his normal business operations without the processing, mixing or linking of the goods to the retention of title of N.V. Crown General being detrimental.

3. The co-contractor(s) accepts that N.V. Crown General automatically becomes co-owner of any new product based on the goods sold by N.V. Crown General for the amount due, as long as full payment has not been received by N.V. Crown General.

4. Until full payment has been received, no goods sold by N.V. Crown General may be pledged. The pledge of products of which N.V. Crown General becomes co-owner, partially or not, can only be done under the suspensory condition that N.V. Crown General gives its explicit and written consent to this.

5. As long as full payment of the price has not been received, the goods sold by N.V. Crown General can only be sold under the condition that the co-contracting party that resells the goods stipulates in the contract with its customer that the customer can validly pay its debt to the co-contracting party in the hands of N.V. Crown General. Payment to N.V. Crown General by the customer in this case relieves the latter of his debt to the co-contractor for the part that the latter owes to N.V. Crown General. To this end, the co-contracting party is obliged to transfer his details of his customer and the title of the claim against his customer to N.V. Crown General upon first request.

6. In case of non-payment on the due date or if according to N.V. Crown General there are sufficient indications that the credit of a co-contractor has been shocked, N.V. Crown General reserves the right to unilaterally, without prior notice and by means of a simple declaration of intent, dissolve the contract of sale and not to hand over the goods, or to demand a refund from the buyer if the goods have already been delivered. The co-contracting party tacitly gives its irrevocable consent without judicial intervention by the simple fact of the order.

Article 6: Payments

1. All payments to N.V. Crown General will be made at the latest on the due date to one of the bank accounts indicated on the invoice. Bills of exchange and cheques will only be accepted under reserve, until their full collection by N.V. Crown General has taken place and all costs related to this collection will be charged to the co-contractor.

2. Unless explicitly stated otherwise in writing by N.V. Crown General, the payment of an advance does not give rise to any form of discount.
3. Any valid form of credit granted by N.V. Crown General must always be confirmed in writing and may be withdrawn at any time.
4. A payment can only be made to a person who is authorized to legally bind N.V. Crown General.
5. Any sum not paid on the due date shall automatically and without notice give rise to interest at the rate of 10% per annum, from the date of the invoice until the date of full payment. The amount of the invoice, which has not been paid on the due date, will also be increased by a fixed and irreducible compensation of 10% and this without notice of default.
6. Without prejudice to the provisions of article 4, paragraph 7, N.V. Crown General has the right, in case of non-payment on the due date, to suspend further deliveries until the outstanding amount, including interest and surcharge clause, has been fully discharged.

Article 7: Limitation of liability

1. N.V. Crown General shall not be liable to any co-contractor, whether in contract, tort (including, without limitation, negligence), error or otherwise howsoever arising, for any loss of profits, loss of anticipated profits, loss of business, loss of contract, reimbursement of overheads, anticipated savings, loss of data, loss of production, depletion of goodwill, product recall, nor for any special, indirect or consequential damages, or otherwise for any costs, expenses or claims relating thereto.
2. Subject to the above provisions, the total liability of N.V. Crown General under the contract shall be limited to the price paid or payable by the other contracting party(ies) under the contract.

Article 8: Disputes and disputes

1. The commissioning or processing of the delivered goods shall be deemed to be final acceptance, and shall imply waiver of all complaints of visible defects. Any complaint with regard to the delivered goods must be reported by registered letter to N.V. Crown General within 8 days after the receipt of the goods by the co-contractor(s), and in any case before the use or resale of the goods. After commissioning or processing, N.V. Crown General is no longer responsible for damage resulting from improper or ineffective use.
2. The warranty to be extended by N.V. Crown General as a result of complaints is limited to replacing the defective goods delivered by N.V. Crown General with good quality goods or, at the discretion of N.V. Crown General, to refund the selling price of these goods. N.V. Crown General can under no circumstances be obliged

to provide further guarantees. All direct damage, including production damage, cannot be charged to N.V. Crown General. In case the goods are destined for processing, a complaint must always be made to N.V. Crown General before the processing of the goods takes place.

3. N.V. Crown General is not obliged to accept the return of the goods sold by it if the complaint has not been made as mentioned above.

4. If the co-contractor(s) do not collect the available goods within 10 calendar days after notification, Crown General N.V. has the right to invite them by registered mail. From that moment, Crown General N.V. has the right to claim stand costs and - as of the expiry of a second term of 10 calendar days - to demand the dissolution of the sale. In this case, N.V. Crown General is entitled to a fixed and irrevocable compensation, which is 30% of the agreed price excluding VAT, and which automatically compensates any amount that N.V. Crown General would owe in any way to the co-contractor(s) concerned. However, N.V. Crown General always has the right to full compensation if its damage exceeds 30% of the selling price excluding VAT.

Article 9: Choice of forum and applicable law

1. The parties expressly agree that the competent courts for all disputes and disputes concerning this agreement, as well as for any agreements to be concluded between them at a later date, are the courts of the judicial district of Limburg, Hasselt department. However, N.V. Crown General reserves the right to bring an action before the court with territorial jurisdiction over the place where the co-contractor(s) are located.

2. All disputes and disputes will be judged according to Belgian law, regardless of the nature of the procedure or the method of access to justice.