

GENERAL TERMS AND CONDITIONS OF SALE

1. APPLICATION ET INTERPRETATION

The present General Terms and Conditions of Sale shall govern exclusively all contractual relations between DISTRI & DESIGN SRL (Nr BCE 0644.857.879), with its registered office at Bushaye, 279, B-4880 Aubel, Belgium, hereinafter referred to as “**DISTRI & DESIGN**” and the client.

The General Terms and Conditions or particular terms and conditions of the Client shall be unenforceable against DISTRI & DESIGN. Only special conditions of agreement or conditions indicated in the Contract or Order form or agreed in writing by the Parties can derogate from these General Terms and Conditions.

According to the context and unless stipulated otherwise, (i) the term “**Client**” in the present General Terms and Conditions must be interpreted as all buyer, sales lead, importer, distributor, partner or contracting party; (ii) the term “**Contract**” must be interpreted as all offer, quote, order form, purchase order, purchase contract, distribution contract, or any other contract between the parties, (iii) the term “**Product**” must be interpreted as any pellet stove, product, spare part, accessory manufactured, distributed, supplied and/or commercialised by DISTRI & DESIGN; (iv) the term “**Services**” must be interpreted as any installation operation or maintenance of the Products and any training given to the Client.

2. OFFER, ORDER AND CONFIRMATION

All quotes and offers issued by DISTRI & DESIGN are provided without any commitment and are valid for 30 days from the issue date of the document.

Any order or request made by the Client, in writing or orally, immediately and irrevocably binds the Client. This order or request shall nonetheless be confirmed by DISTRI & DESIGN and will only be considered effective by DISTRI & DESIGN on the date indicated by this confirmation.

3. SERVICES

DISTRI & DESIGN shall do its best to provide the Services. DISTRI & DESIGN’s obligations are however only obligations of means. DISTRI & DESIGN’s Services are only performed, in principle, between 9 a.m. and 5 p.m., during Belgian working days.

4. PRICES AND PAYMENT TERMS

Orders with a delivery time of more than one (1) month ahead are accepted, but are subject to price increase that could be generated notably by production costs, staff costs, taxation, or imposed by DISTRI & DESIGN’s partners or subcontractors, or generated by conditions beyond the control of DISTRI & DESIGN and that would make the fulfilment of the Contract more costly.

Unless agreed otherwise between the Parties, prices shall be understood as EXW (ex-works – ex factory basis, DISTRI & DESIGN’s operating address in Belgium), exclusive of VAT or any other tax, customs fees, duties, transport costs, and any other taxes with respect to the purchased goods that are not specifically mentioned in the Contract.

All bank charges and fees shall be paid by the Client.

Unless agreed otherwise between the Parties, payments shall be made in full and in euros through bank transfer on the bank account indicated on the invoice, prior to shipment of the Products.

Any complaint concerning the invoices shall be sent in writing (by email or letter), within eight (8) calendar days from the date of issue of that commercial invoice. After that time, no complaints shall be considered and the invoice shall be considered as accepted.

If DISTRI & DESIGN agrees to a postponement of delivery or provision of services at the Client’s request, any amount due at the shipping shall be paid by the date when DISTRI & DESIGN is ready to perform the shipping, and the Products stored for the Client from this date shall be stored strictly at the expense and risk of the Client.

If the Client refuses or delays to accept or receive the Products or to welcome DISTRI & DESIGN on site to perform the Services, the Client shall make the payment(s) in accordance with the conditions agreed initially between the Parties and shall reimburse DISTRI & DESIGN for all expenses caused by the refusal or delay caused by the Client.

The Products can be shipped in one single batch or in several batches, with the Client’s agreement. Each shipment shall be invoiced separately.

If the Client does not pay the invoices that are sent to him in the terms provided for, he shall be condemned, ipso jure and without prior formal notice, to a one-time late payment interest of 1% per month, with a supplement of 75 EUR for management costs. A month started is equivalent to a full month for the calculation of interests. The administrative and legal costs of recovery shall be charged exclusively to the Client.

In case of non-payment of one single due invoice or amount, DISTRI & DESIGN reserves the right to suspend its own obligations or even to terminate the Contract, while keeping the partial payments paid by the Client to DISTRI & DESIGN.

5. RETENTION OF TITLE

The ownership of the Products ordered by the Client shall only be transferred to the Client when the full price has been paid by the Client to DISTRI & DESIGN, even if the Products have already been delivered to the Client. Under no circumstances may the Client dispose of them in any way whatsoever, nor transform, resell, use or divest them to a third party as long as full payment of all sums due has not been made.

In the absence of full payment, DISTRI & DESIGN has the right to assert its ownership title and the Client has the obligation to allow DISTRI & DESIGN to take possession of the Products without any difficulty.

6. TURNAROUND TIMES AND EXTENDED DEADLINES

DISTRI & DESIGN’s deadlines for the execution of its obligations are those agreed upon by the parties, but are not binding. DISTRI & DESIGN can only be held liable if the delay is significant and exclusively attributable to gross fault on its part. The Client has not right to refuse the Products and/or the Services, to demand compensatory indemnities or the dissolution of the Contract due to late delivery of the Products or provision of the Services, except in case of gross fault on the part of DISTRI & DESIGN.

Any modification subsequently requested by the Client that deviates from the initial agreement may result in a price supplement and an extension of the time limit. The same applies in the event of modification or adaptation of the installation and/or connection device made necessary due to the unforeseen situation encountered during installation.

The Products are offered while stocks last. If all or part of the Products are unavailable, DISTRI & DESIGN shall inform the Client by email or by phone and shall offer them the possibility to choose between waiting, modifying the order or cancelling the Contract at no cost.

7. COMPLIANCE AND WARRANTY

The Products are manufactured and the Services are performed in compliance with the norms and standards in force in Belgium and in the European Union and according to the specifications provided for in the contract/order.

DISTRI & DESIGN reserves the right to modify some characteristics of the Products without prior notice or agreement of the Client, as long as their quality and performances are not diminished.

As soon as the Products are accessible to the Client or the Services are performed, the Client shall carefully and immediately upon delivery in the presence of the driver, examine (1) all crates and packages to be delivered; and (2) each Product inside the crates and packages. The Client shall note and write on the Delivery Note, in a precise and detailed manner (with references and photos in support) all damages caused during the transport and handling of the Products, as well as all apparent non-conformity defects for which DISTRI & DESIGN is responsible.

In case of defects or substantial damage, the Client may refuse the Products and have them returned to DISTRI & DESIGN (but not for futile or superficial damage). If no remark or reservation is indicated on the Delivery Note, it means that the Client has accepted the Products in the state in which they were delivered and they will not be able to refuse them afterwards.

DISTRI & DESIGN guarantees that the Products and/or Services are free of all non-apparent material defects and of all non-apparent manufacturing defects for which DISTRI & DESIGN is exclusively responsible, for a period of two years following the date of delivery. However, this guarantee excludes any external

cause, wear, alteration, abuse, negligence, misuse, unreasonable use, transport, loading and unloading, abnormal temperature conditions, humidity or dirt, or any other inappropriate act, whether intentional or not, caused by the Client or a third party.

In case of defects reported under the terms of the two previous paragraphs, DISTRI & DESIGN shall exchange in all or in part, the Products and/or Services that do not comply. The exchanged Products will be sent to the Client with the next order made by the Client, unless otherwise agreed by the Parties. The Products shall continue to be under warranty for the unexpired time of the basic warranty period, but may not exceed that period. Shipping and forwarding costs will be charged to the Client. In case the parties disagree on the defects, faults or conformity problems of the Products, they shall call upon an independent expert chosen by them. The costs of the expert shall be shared equally between them. The Parties will be bound by the expert's opinion.

DISTRI & DESIGN reserves the right to suspend its warranty obligation in the event that the Client does not fully perform its own obligations. However, this suspension will not extend the initial warranty period.

No other warranty applies, whether legal, written, oral, express, implied, including, without limitation, the warranties of merchantability or fitness for a particular purpose for example, or otherwise.

8. USE AND HANDLING OF THE PRODUCTS

The Client is aware that the Products:

- Are fragile and must be handled delicately, transported and stored in a dry, clean place and at a temperature above 10° Celsius, respecting local and international regulations and practices;
- Must not be used other than what is strictly recommended by DISTRI & DESIGN or what is normally expected from the Products.

9. CLIENT'S REFERENCES

Unless otherwise agreed in writing, DISTRI & DESIGN is authorized to quote the name of the Client as a reference (including the Client's logos and pictures), on any support whatsoever (brochures, website, stands, posters, press releases, etc.), as well as general and public information on the Products sold or the Services provided by DISTRI & DESIGN to the Client.

10. INTELLECTUAL PROPERTY RIGHT

DISTRI & DESIGN (or its managing company, namely GEA INVEST SPRLU if applicable) is and will remain the sole owner and beneficiary of all present and future intellectual rights, whatever they may be, concerning trademarks, logos, drawings, graphic creations, documents, manuals, Products, Services, concepts, know-how, manufacturing methods, original ideas linked to the Products and/or Services, regardless of whether they are protected, registered or not. The Client shall not imitate, nor counterfeit the Products and/or Services, nor market identical or similar concepts, nor register or file a trademark, a logo or model, nor in a general way have an intellectual property right recognized on all these elements, nor debrand the Products that the Client may have acquired, in any way whatsoever.

11. CONFIDENTIALITY

All documents and information, without restriction, given or shown by DISTRI & DESIGN to the Client, manufacturing methods and techniques related to the Products and/or Services, prices, commercial and financial conditions or costs must remain strictly confidential. Unless such information has already fallen into the public domain in a totally lawful manner, the Client shall not, under any circumstances, even after the complete execution of the contract, directly or indirectly disclose such information or communicate it to third parties or use it for himself or for a third party, other than for the strict execution of the contract.

12. LIMITATION OF LIABILITY

Should DISTRI & DESIGN be held liable, DISTRI & DESIGN shall only be liable for direct damages caused exclusively by its gross and intentional fault, excluding any other damage such as, but not limited to, loss of earnings, increased overhead expenses, loss of profit, loss of customers or expected savings, or any other consequential damages or losses.

The amount of damages for which DISTRI & DESIGN may be liable shall not exceed 10 % of the amount of the Contract.

13. FORCE MAJEURE

The parties shall not be liable for non-performance of any contractual obligation when such non-performance is due to an event of force majeure, beyond their control and that it could not reasonably be expected for the parties to take into account at the time of the conclusion of the Contract or to prevent or overcome it, even when such event does not make the contract execution totally impossible, but only substantially more difficult or more onerous. Will be considered as force majeure the cases of fire, strike, accident, illness, natural disaster, destruction of installations or equipment, computer bugs, changes in the computer environment, general lack of supplies, energy or means of transport, delay or non-performance of the obligations of suppliers or subcontractors of DISTRI & DESIGN.

The defaulting party in such circumstances shall promptly notify the other party in writing. The obligations of the parties whose performance has become impossible due to force majeure may be temporarily suspended or renegotiated. In the event that the force majeure lasts for more than 6 months, the Contract shall be automatically terminated or cancelled, without compensation, unless otherwise agreed by the parties.

14. TERMINATION OF THE CONTRACT

DISTRI & DESIGN may terminate the Contract or suspend its own obligations, at any time and without notice or compensation for the Client, ipso jure and without prior notice:

- in the event that the Client fails to fulfil its contractual obligations or if it turns out that the Client will not perform or is at serious risk of not performing one of its obligations, even before such obligation becomes due. In this case, any payment(s) made or due by the Client is/are definitively acquired by DISTRI & DESIGN, without prejudice to any damages if the amount of the damage actually suffered by DISTRI & DESIGN proves to be greater.
- in the event of incapacity, bankruptcy, cessation of payment, request for suspension of payment, amicable or judicial reorganisation procedure, or any other event revealing financial difficulties on the part of the Client.
- if DISTRI & DESIGN ceases or substantially changes its professional activity.
- in case of an event of force majeure lasting more than 6 months.

If the Client terminates the Contract without serious and intentional fault of DISTRI & DESIGN, DISTRI & DESIGN will be automatically entitled to compensation. The amount due by the Client shall be at least 20% of the invoice, unless it is proved that the costs incurred as a result of the cancellation of the order or Contract are higher, in which case DISTRI & DESIGN shall be entitled to claim a higher amount. The costs resulting from the cancellation concern in particular, but are not limited to, storage, warehousing, handling, construction, and costs related to the complexity of the blocked cash flow.

15. APPLICABLE LAW AND COURT OF JUSTICE

The Contract and the present General Conditions are exclusively governed by Belgian Law.

The parties commit to favour, in all circumstances, amicable settlement in case of litigation arising out of the Contract or its further amendments.

If such a settlement is impossible in the month following the occurrence of the litigation, the parties shall refer to the rules of BMediation (www.bmediation.eu), that concern mediation for any dispute arising out of the Contract or related directly or indirectly to the Contract. Mediation shall be performed in Liège, Belgium, and the proceedings shall be conducted in French.

In case no agreement can be found through mediation, or if all parties agree to renounce mediation, any dispute, contestation or claim arising out of the Contract or related to it shall be brought before the Courts of Liège, Belgium.

16. SURVIVAL OF THE OBLIGATIONS

Obligations relating to customer references, intellectual property rights, confidentiality, limitation of liability shall survive any cancellation, termination or rescission of any Contract between the Parties.