GENERAL TERMS & CONDITIONS VMBSO

1-1 These general terms and conditions of sale (hereinafter referred to as "T&C") apply to all sales by VM BUILDING SOLUTION SA ("VMBSO") to its professional CLIENTs (hereinafter referred to individually as the "CLIENT" or collectively as the "CLIENTS") of the following products:

a) "I'm Products": products made of zinc for facades, notifing, guillers, ornaments and accessionies

b) EFOM memoritanes plus accessionies

c) EFOM memoritanes

c) EFO

rider by the CLIENT implies:
The fall and unreserved compliance with these T&C and with the terms of the order relating to the sale concerned as accepted by VMBSO, on by the CLIENT in any capacity, at any time and in any form whatsoever - to take advantage of:
so that are contarts you of endogate from the T&C and the terms of the order of the sale concerned as accepted by VMBSO,
snot expressly provided for in the T&C and in the terms of the order of the sale concerned as accepted by VMBSO.
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It is not to expressly provided for in the T&C and in the terms of the order of the sale concerned as a complete by VMBSO of its ingitt to avail itself at a later date of any of the said provisions.

The lock TEAL VMBS/J Oxes find a wind libed at a given time of all you true provisions to use processed to the contract of the

cancel the order, without any compensation or other remedy for the CLEHT, any order by the CLEHT must respect the packaging units mentored on VMSSUs price isst. Unremewse, the ususe is exceptance of the order by VMSSO.

2.7 The Poduds are sold at the tainful notine at the time of the registration of the order, unless expressly agreed otherwise in writing. The offers and quades the Poduds and performances expicitly referred to on the basis of information provided by the CLEHT, and distinct which is a design of the CLEHT, unforceseen circumstances, additional works, additional works,

damages and/or defects for any reason whatsoever.

een met in full if the quantifies or formages supplied by VMISO correspond to those set out in the contract, subject to a tolerance of plus or minus 10 %. In the case an order consists of successive deliveries or of deliveries with different references, the same tolerances in terms of quantify and tonnage shall apply to each delivery or reference

1.6 Orders shall be considered to have been met in uni un expansance or university or university of the cut of the continuation of the continuatio 3.2. a) Nanithatanding the reservation of title above, the risks shall be transferred to the CLENT i) as provided by the relevant provisions of the locoterms referred to in the CLENTs order (or, if different, in VMBSO's confirmation of order) or ii) in the absence of a reference to any incoterms on the order or the confirmation of the order, upon the arrival of the carrier at the agreed delivery place and before any unknown provided by the CLENT bases all risks, including cases of force mageinar and sestionage costs.

(b) Once the Products have been delivered, the CLENT bases all risks, including cases of force mageinar and sestionage costs.

(c) White regard to Products for with hill ligarisms the ACLENT made, the CLENT shall refrain from pledging or assigning in any form whatsoreer, by way of security, ownership of the Products. The CLENT shall also indicate in writing—in the event of sease of the Product sales of the Product sales of the Product sales to a third party purchaser—that the said product is subject to a retention of title clause.

(a) Instance of the Products are also assigned and the Product sales of the Products and the Products are interesting to the products are interesting to the Products and the CLENT shall refrain from pledging or assigning in any form whatsoreer, by way of security, ownership of the Products. The CLIENT shall also indicate in writing—in the event of seasons on the Products and the CLIENT and the CLIENT and the CLIENT and the Subject to a retention of title clause.

(a) In the seven of statchment of the Products by a thirty party, the CLIENT shall also indicates to return the Products and the Subject to a retention of title clause.

(b) In the event of statchment of the Products by a thirty party, the CLIENT and the subject to a retention of the products are also and risks being the product as a subject to a retention of title clause.

(c) In the event of statchment of the Products by a thirty party party the CLIENT.

(d) In the product of the Products by a state of the Pr

g) VMBSO shall also be entitled to claim from sub-purchasers, the price or such part of the price of the Products soid by it with the reservation of title, where such price and not compensated in a constance with the confidence set out by law.

With the presentation of the price of the price of the Products soid by it with the reservation of title, where such price was presented in an order to expension of title. In such a case, VMBSO with the present information or documents regarding the sub-purchasers. For the purpose of exercising this right, the CLIENT undertakes to provide VMBSO with all the relevant information or documents. In such a case, VMBSO with the reservation of title, in such a case, VMBSO with the residence of the Products and VMBSO. The CLIENT is the right, in the ordinary course of business, to resell the goods sold by VMBSO with seaveration of title. In such a case, VMBSO reserves the right to claim the amount consequently all the residence of the resold Products and VMBSO's right of ownership will relate to the claims or funds received (the resale price) resulting from the resale. In case of resold received of the resold Products and VMBSO's report of the claims, the CLIENT and states to be purchased. The CLIENT and states to be purchased to the purchased of the resold Products and VMBSO's report of the claims or funds received (the resale price) resulting from the resold. In claim the amount thus received from the third party purchased matching any rights on the unpaid Products in whole or in part on the due date without the express consent of VMBSO.

4 Horoz majeure
WHSC cannot be held responsible if the non-execution or delay in the execution of any of its obligations is due to a case of force majeure. Instances of force majeure shall automatically give entitlement to VMBSO to suspend the performance orders or deliveries in progress, or to late performance, without any compensation or damages being due. When the event of force majeure extends beyond
15 days, WHSO reserves the right to cancel its obligations, without any compensation or other remedy for the CLIENT II, upon the occurrence of force majeure extend sheyord
15 days, WHSO reserves the right to cancel its obligations, without any compensation or other remedy for the CLIENT II, upon the occurrence of force majeure extend sheyord
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a.c. In the rounds are transported at the expense and risk of the CLIENT in accordance with DOP Incoterns 2010, unless another INCOTERN or amangement has been expressly agreed to in advance and in writing. If the transport of the Products are transported by WIBSO or no behalf of VIBSO, delivery will lake place upon departure from the warehouse of VIBSO or from the warehouse of INS supplies.

5.5 For deliveries where the Products are transported by WIBSO or no behalf of VIBSO. Delivers for the buildings selved in the place included from the public road or from a place that can be unlessed from the public road or liver the Products in the most of the products of the transport of the Products and the internal that are also as a possibly good and materials of intro-parties, resulting from non-compliance with the collisions is add only in this provision, shall be borne entirely by the CLIENT.

5.6 In CLIENT is delivery building selvery and the delivers of the delivers of the parties, resulting from the constructions. Whether the products in the borne entirely by the CLIENT on the client of the parties of the parties, resulting from the constructions. Whether the products in the parties, resulting from the constructions of the parties of the parties of the products in the parties of the parties o

on and maintenance instructions labeliation and maintenance of the Products must at all times be performed skillfully, taking into account the state of the art and using the most recent technical information and installation and maintenance instructions. In order to guarantee optimal conditions of use and safely, these instructions are very regularly updated by VMBSO and/or its suppliers. Therefore, it is the CLIENT's additionable instruction of the Products are whether he has the latest technical instruction (older and/or technical files for the correct installation of the Products are whether he has the latest technical instruction (older and/or technical files for the correct installation of the Products are whether he has the latest technical instruction (of the products are whether he has the latest technical instruction (of the area whether he has the latest technical instruction (of the area whether he has the latest technical instructions are very regularly updated by VMBSO and/or its suppliers. Therefore, it is the CLIENT's latest and the very purchase whether has the latest technical instruction (older and/or technical files for the products are very regularly updated by VMBSO and/or its suppliers. Therefore, it is the CLIENT's latest and the products are very regularly updated by VMBSO and/or its suppliers. Therefore, it is the CLIENT's latest and the very purchase whether has the latest technical instruction of the products are very regularly updated by VMBSO and/or its suppliers. Therefore, it is the CLIENT's latest and the very purchase whether has the latest technical instruction of the products are very regularly updated by VMBSO and/or its suppliers. Therefore, it is the CLIENT's latest and the very regularly updated by VMBSO and/or its suppliers. Therefore, it is the CLIENT's latest and the very regularly updated by VMBSO and/or its suppliers. Therefore, it is the CLIENT's latest and the very regular updated by VMBSO and/or its suppliers. Therefore, it is the CLIENT's latest and the

(and/or its contractors).

A Sinformation with regard to the installation of insulation and the elements that are part of the EPDM-system (such as sandwich panels and membranes) is indicative. The installation of all components must comply with the recommendations of the relevant manufacturers.

8.4 The CLIENT is informed that the installation of finsulation and the elements that are part of the EPDM-system (such as sandwich panels and membranes) is indicative. The installation of all components must comply with the recommendations of the relevant manufacturers.

8.4 The CLIENT is informed that the installation of the goods can only be performed by contractor-rodes who have concrete and relevant training and have the recessary knowledge skills. It is up to the CLIENT of the Products himself to organise the relevant training, if necessary. VMBSO can under no circumstances be held liable if the Products are installed by persons who do not have the necessary knowledge and experience and who have not received any training.

7.1 Total-relevant

6.4 The CLENT is strombed this are enablished out by the products of the produ

1. // Without prejudics to any manistratory provision, any claim that the CLENT is necessarily reported to basis will many case lapse by the expiration of two years after delivery of the Products which gave reserves to a claim by the CLENT.

8. The Product The product of WithSD are expressed in nurse, excitating force at the time of the registration of the order amount is higher than EUR 5,000 for EPOM Products.

8. The Product The product of WithSD are expressed in nurse, excitating teams of the edition of the

refuse all new orders received from the CLENT; and/or
offset the amount of the uppair honce with any amounts due by VMBSO to the CLENT.
Offset the amount of the uppair honce with a major amounts due by VMBSO to the CLENT.

All nease of non-payment of one or more invoices on the due date and 5 working days after sending a reminder by registered letter, VMBSO will be entitled to consider the agreement to be terminated by operation of law, without judicial intervention, in accordance with Article 12 below. In case of termination, the CLENT undertakes to return without delay and upon first demand, at its entire risk and agreement to be terminated by operation of law, without judicial intervention, in accordance with Article 12 below. In case of termination, the CLENT undertakes to return without delay and upon first demand, at its entire risk and agreement to be terminated by operation of law, without judicial intervention, in accordance with Article 12 below. In case of termination, the CLENT, the law of the contract of the c

8.6 The parties explicitly agree that MMBSO is entitled to compensate sums due by the CLIENT in sums due by VMBSO that CLIENT. However, any deduction and/or compensation from the CLIENT is expressly excluded -except prior written consent of VMBSO. The receipt by VMBSO of such parametrin stratuments containing deductions or compensations made by the CLIENT does not constitute implications, proceedings of the control of the parameters.

8.7 Having an exchange protest published, the dissolution with liquidation, the cessation of payment or any other fact indicating the impending insolvency of the CLIENT, has the legal consequence that all outstanding invoices and invoices relating to deliveries and/or performances will become immediately due and payable. VMBSO also reserves the right to cancel orders already made, by registered letter within 8 calendar days after having been informed or one of the above circumstances, without being obligated to pay any compensation.

8.8 The incomplete payment of invoices, overdue interests and other incurred or claimable costs will automatically make an end to and invalidate any right or claim which the CLIENT may have against VMBSO on the basis of any contractual or commercial (factory) warranty, including relating to all previous deliveries.

9 (Guezantess and claim)

7 (Fig. 1) Fig. 2) Fig. 2)

19. Guarartees for the Zinc Products
a) VMBSO warrants bat the Zinc Products i) comply with the European standards applicable to the relevant material and with the specifications of VMBSO at the time of the delivery and ii) are fee from manufacturing defects.
b) None of the warranties of this Article 9.1 covers with east, disciolarstion of the Zinc Products or other east-bits defects or defects or defends not articlated by VMBSO.
c) In case of treat of its warranty delignators for the Zinc Products (VMBSO) and to the Zinc Products recognised as of electrode or non-complant, to indemnify the CLIENT for any damages that may result directly from such breach. VMBSO will in no case be held liable for any indirect damage (such as loss of reputation, staff costs, missed savings, depreciation of the poods etc.), immuterial damage or loss of profit, irrespective of the reason for the claim or the legal basis on which this dain is based.
However, VMBSO is not liable for damage resulting from such or payment of damages that twere foreseen croud have been foreseen at the conductions or or the conduct or record have been foreseen at the conductions or or off-the conduct or payment of damages in the twere foreseen croud have been foreseen at the conductions or or ordinary or the conduct of the conduct of

usurantees for the EPDM Products as training tr

and responsibility.

3 m/MSDO does not take on any warranties obligations and disclaims any liability for any defect to Products in each of the following cases (non-enhaustve list); (i) if the Products have been transformed, modified or used in conditions other than in accordance with the state of af or when damage is due to negligence on the part of the CLENT, to improper conditions of storage, handling or use; (ii) if the CLENT or a third party makes changes or regains to the delivened Products without prior written convert from Modes. (iii) if the CLENT is used to the Products have been transformed, modified or used the Products without prior written convert from Modes without prior written and the products without proving proving the products in violation of the instance institution in a network and the products without proving the products in violation of the installation or maintenance institutions in a converting expensed and the proving proving the products in violation of the installation or maintenance institutions in a converting that the proving proving the products in a proving a defect, (ii) if the CLENT prevents proving a defect, (iii) if the CLENT prevents prov

which this claim is based.

101 Export control
10.1 If the CLENT transfers Products delivered by VMBSO to third parties, the CLENT must comply with all applicable national and infernational export control laws and regulations. If it is necessary to perform export controls, the CLENT, at the request of VMBSO, will immediately provide all information in relation to the relevant end buyer and destination concerned and the intended use of the Products Selvience by VMBSO in controls.

10.2 The CLENT shall indemnify and compensate VMBSO for all resulting losses and expenses, unless the non-compliance cannot be to the CLENT with the export control laws and regulations. The CLENT shall indemnify and compensate VMBSO for all resulting losses and expenses, unless the non-compliance cannot be to the CLENT with the export control laws and regulations. The CLENT shall indemnify and compensate VMBSO for all resulting losses and expenses, unless the non-compliance cannot be to the completed or the product of th

to the field to be pay compression in use business are immants an excess are immants and contract to which these contract to which these contracts to which these contracts and one of the property with regard to work that has been performed.

12.1 Wiffund prejudice to any other contractual or legal right of VMSSO, has the right to terminate the contract to which these contracts and the prejudice to any other contractual or legal right of VMSSO, has the right to terminate the contract to which these conditions apply, willow, judical intervention after sending a registered letter that has remained without effect for a period of 5 working days (unless the shortcoming is of such a nature that it can no longer be rectified, in the latter case the period of 5 working days will not be required, in each of the following cases, (in any non-filterinary by the CLENT. (in the event of the CLENT, (i

letter sent to him by VMBSO.

13.2 If the CLENT fails to provide the guarantees or the advance within the prescribed period, VMBSO has the option to declare the contract termination mediate effect by operation of law, in accordance with Article 12 above.

14.1 officientation exchanged between the parties in relation to these terms and the underlying agreements must be treated with strict confidentiality and may not be disclosed to third parties in any manner whatsever and may only be affected to the parties in any manner whatsever and may only be affected to the parties in any manner whatsever and may only be affected to the parties in any manner whatsever and may only be affected to the parties of the

anged between the parties in relation to these terms and the underlying agreements must be treated with strict confidentially and may not be disclosed to third parties in any manner whatsoever and may only be used for the purposes of this contract. This obligation continues to apply for ten years after this contract has expired or was terminated for any reason whatsoever. This you inclined the purposes of this contract. This obligation continues to apply for ten years after this contract has expired or was terminated for any reason whatsoever. This real transfer is the purposes of this contract. This obligation continues to apply for ten years after this contract has expired or was terminated for any reason whatsoever. This real transfer is the purposes of this contract. This obligation continues to apply for ten years after this contract has expired or was terminated for any reason whatsoever. This real transfer is the purposes of this contract. This obligation continues to apply for ten years after this contract has expired or was terminated for any reason whatsoever. This real transfer is the purposes of this contract. This obligation continues to apply for ten years after this contract has expired or was terminated for any reason whatsoever. This real transfer is the purposes of this contract. This obligation continues to apply for ten years after this contract has expired or was terminated for any reason whatsoever. This contract has expired to the purposes of this contract. This obligation continues to apply for ten years after this contract has expired or was terminated for any reason whatsoever. This contract has expired to the purpose of this contract. This obligation continues to apply for ten years after this contract has expired or was terminated for any reason what the purpose of this contract. This obligation continues to apply for ten years after this contract has expired to any expired to the purpose of the purpose of the purpose of this contract. This obligation contract has expired to the purp ins on part of a provision of this agreement or an agreement concluded in execution thereof, six vid, invalid or unenforceable, this cannot give rise to the nullity, invalidity or unenforceable provision or part hereof) of this agreement or an agreement concluded in execution thereof, and this agreement remains valid between the parties with the exception of the void, eable provision or part thereof in terms of content, scope and intent.

Some of the execution or improper performance of one or more obligations of the CLENT, VMSSO does not respond or does not explicitly claim proper performance or any other right arising from this agreement or the law, this does not imply any waiver or rerundation of the right of VMBSO to later invoke the non-execution, the improper execution and/or the non-executed obligation.

15.2 If, in the case of non-execution or improper performance of one or more obligations of the CLIENT, VMBSO does not respond or does not explicitly claim proper performance or any other right aris by the CLIENT. 15.3 If the CLIENT consists of several persons, each of them will be jointly and severally and indivisible liable to comply with the obligations and commitments arising from or related to this agreement.

16P Personal data
16.1 VMBSO undertakes to maintain the confidentiality of the personal data communicated to it by the CUENT and to process them in compliance with the regulations in force.
16.2 The personal data transmitted to VMBSO by the CUENT are subject to computer processing and may be used by VMBSO and its business partners for the processing, execution and management of orders. VMBSO undertakes not to communicate this information to third parties other than its commercial partners in charge of the execution, delivery and/or payment of orders. VMBSO with the partners of the complete orders of the complete orders.
16.3 Any natural person, proving his or her identity, may exercise to or her right to access, rectify and/or delete information concerning him or her that appears in vMBSO disabases, upon request addressed to VMBSO by mail and sent to the registered office.
17.1 Applicabile legislation and completed rought or access the processing of the complete orders of the vmb and conditions of sale, the Courts of Ghert will have jurisdiction. These general terms and conditions of sale are subject to Belgian law (excluding the United Nations Convention on Contracts for the International Sale of Goods).
17.1 For are international payment or the payment of the complete orders or the CUENT's demonds, international payment or the complete orders.

17.2 However, Wildes Oneserves the right, without being displayed to do so, to bring the displayed swith foreign (CUENT's before the CUENT's demonds, legistered office or place of business.