

## **TERMS, CONDITIONS OF SALE AND DELIVERY OF LINEA VERDE SA**

The following terms of sale and delivery for Linea Verde SA shall apply to all orders unless otherwise has been agreed in writing between buyer and Linea Verde SA.

### **Acceptance of orders**

Any order accepted by Linea Verde S.A. (hereafter LV) shall be subject to force majeure, inadequate sales of the ordered item and sub supplier's failure to deliver materials required for production. A binding contract of sale shall only arise between LV and the buyer when LV sends a written confirmation of order. LV shall be entitled to reject any order in case satisfactory credit information about the buyer cannot be obtained.

### **Cancellation of orders**

The buyer shall be entitled to cancel any order for a period of 15 days as from the date written on the order. A placed order will only be cancelled if LV has given its written agreement. In case of change or cancellation made after time, LV will charge 30% fee of the order amount as compensation. This amount will be immediately due.

### **Deliveries and risks**

The goods are travelling at the buyer risk even in case of prepaid shipping. The delivery dates are only mentioned as information without any contractual obligation. A delivery delay cannot authorize any order change or cancellation.

### **Payment and interest**

Unless otherwise agreed in writing, all invoices are to be paid to the business address of LV stated on the order. The terms of payment are mentioned on the order confirmation and on the invoices. Interest shall automatically be charged on overdue accounts at the rate of 12% year. If the purchase sum is paid after LV has taken steps to recover the claims through the courts, the purchaser shall pay all incidental cost. If LV cannot obtain credit insurance for the buyer's order as a result of that there is no satisfactory credit information, the buyer must pay 100% before delivery, a discount of 4% for prepayment will be granted.

### **Property**

All delivered goods shall remain the property of LV until full payment has been done.

### **Complaints**

Complaints shall be made at the latest within 8 days from receipt of the goods by registered mail. After time, no complaints will be taken into consideration. No complaints shall entitle the buyer to stop or postpone the payments of the due invoices. Complaints shall be subject to acceptance by LV before any goods are returned.

### **Relief's (Force Majeure)**

The following circumstances shall be considered as cases of relief if they impede the performance of the contract: industrial disputes and any other situation beyond the control of the parties such as fire , war, military actions, currency restrictions, insurrections and civil unrest, general shortage of materials, transport limitations, energy restrictions, etc... The party wishing to claim relief by reason of any of the said circumstances shall notify the other party in writing without delay on the intervention and on the cessation thereof. LV reserves the right to terminate the contract if, by reason of any of the said circumstances, the performance of the contract becomes impossible for more than six months.

### **Venue and Law**

Any dispute shall be settled by the Brussels Court of Law in accordance with the Belgian law.