

GENERAL TERMS AND CONDITIONS OF SALE

Article 1: Scope of application

- 1.1. These general terms and conditions govern the contractual relationship between WILMS NV, having its registered office at Melsebaan 20, 2450 Meerhout (Belgium), enterprise number 0422.115.690, Antwerp Register of Legal Entities, Turnhout division ('WILMS'), and the customer.
WILMS is an enterprise that manufactures and installs roller shutters, sunblinds and ventilation systems.
- 1.2. In these general terms and conditions, 'customer' means both (i) an enterprise as defined in Article 1.1.1 of the Belgian Economic Law Code and (ii) a consumer as defined in Article 1.1.2 of the Belgian Economic Law Code, to whom WILMS sends an offer, who places an order with WILMS or with whom WILMS intends to conclude or has concluded an agreement, or to whom WILMS provides services, unless it is expressly stated below that a provision applies only to an enterprise ('business customer') or only to a consumer ('consumer-customer').
- 1.3. These general terms and conditions apply to all activities, to all order confirmations and invoices of WILMS issued to the customer and to all agreements between WILMS and the customer. These terms and conditions form an integral part of the agreement with the customer and may be varied only by express written agreement.
- 1.4. The customer's terms and conditions, including purchasing conditions, apply only if both parties have expressly accepted them in writing, in special conditions, for the purpose of fulfilling the order or performing the agreement. WILMS regards the application of these terms and conditions of sale as an essential condition for the formation of the agreement.
- 1.5. Before the agreement is concluded, WILMS asks the customer to confirm that they have received, read and accepted these general terms and conditions either by signing the offer, confirming by email, or in another express written manner. Under the law of general application, acceptance of the invoice also implies acceptance of these general terms and conditions by a business customer.
- 1.6. A business customer warrants that all documents are signed by duly authorised persons within its organisation.
- 1.7. If one or more provisions of these terms and conditions are wholly or partly excessive, void or voided, this will not invalidate the rest of these general terms and conditions. The parties undertake to replace any void clause with a valid clause that coincides with or approximates the parties' original intention as closely as possible.
- 1.8. In addition to these general terms and conditions, WILMS and the customer may make further specific arrangements governing their relationship. Such arrangements will be valid and take precedence over these general terms and conditions only if they have been expressly agreed in writing.
- 1.9. WILMS reserves the right to adapt or amend its general terms and conditions at any time. These amended terms and conditions will apply only once the customer has actually taken note of and expressly agreed to them.
- 1.10. The Dutch version of the general terms and conditions is the original version and will always prevail if there is any inconsistency with a translation provided for information purposes.
- 1.11. The customer may assign its agreement(s) with WILMS, or any ensuing rights or obligations, to third parties only with WILMS's prior written consent.

Article 2: Prices and offers

- 2.1. Proposals, catalogues, brochures, price lists, information and technical data sheets supplied to the customer do not constitute an offer and are in no way binding on WILMS.
- 2.2. All prices are expressed in euros.
For a business customer, prices exclude VAT and any additional costs (for example administrative and packaging costs, delivery costs and, where applicable, insurance and transport costs), unless expressly stated otherwise.
For a consumer-customer, prices include the applicable rate of VAT, other taxes, costs and charges. For a consumer-customer, the prices therefore include not only the price of the goods, parts or services themselves, but also all associated costs such as administrative and packaging costs and, where applicable, insurance and transport costs.
Any increase in the VAT rate or other taxes between the order and the date on which it is fulfilled is payable by the customer.
- 2.3. The prices stated in the offer apply only to the work specified in it.
- 2.4. WILMS reserves the right to correct any typing errors in quotations. WILMS also reserves the right, at the time of actual performance of the works, to verify dimensions, models, quantities and services against the offer and to charge for any additional work actually carried out or additional costs incurred.
WILMS may unilaterally adjust its prices if such changes are due to objective circumstances beyond its control, including delivery costs, purchase costs, wage costs, production costs, raw materials, energy prices, etc. This list of objective circumstances is illustrative, not exhaustive.
- 2.5. Offers are issued without obligation and are valid only for a period of thirty (30) calendar days, unless expressly provided otherwise. WILMS is bound by its offer only if the customer's acceptance of it reaches it within that period. Acceptance takes place by signing the offer or order form in writing, or by written confirmation by email.
- 2.6. Orders must be placed in writing or confirmed in writing after a verbal or telephone order.
For a consumer-customer, orders or order forms are binding and valid only once signed by an authorised person within WILMS. For a business customer, an order is binding and valid if the business customer does not respond within two (2) calendar days of receiving the order confirmation by email from WILMS.

- 2.7. Orders are accepted subject to sufficient stock and manufacturing capacity at WILMS and/or its suppliers.
- 2.8. WILMS may opt to work with advance payments for a consumer-customer, in which case this will be stated in the offer. Where payment of an advance is stipulated in the offer, WILMS is bound to fulfil the order only once the advance has been paid. Any advance received in connection with the order is non-refundable.
WILMS reserves the right to require prepayment from a business customer at the start of the services or at any time afterwards before carrying out orders. WILMS will always inform the business customer accordingly.
- 2.9. If the customer has specific requirements regarding production, packaging, transport or other aspects of the purchased goods, these must be communicated before the order is placed or expressly included in the agreement so that WILMS can take them into account in its pricing. If this is not done, WILMS reserves the right to charge the additional costs in full to the customer.

Article 3: Invoicing and payment

- 3.1. Invoices are payable in cash or by electronic payment method at WILMS's registered office or by bank transfer unless the parties expressly agree otherwise.
Invoices are sent either (i) digitally to the email address provided by the customer, or (ii) by post if the customer requests this in writing.
In accordance with the applicable legislation on electronic invoicing, invoices issued by WILMS to a business customer are drawn up and sent exclusively in electronic form, in a structured format that complies with statutory and technical requirements.
An electronic invoice will be deemed to have been validly sent and received on the date of dispatch through the recognised electronic invoicing network Peppol.
The business customer is responsible for maintaining an active Peppol account in order to receive electronic invoices through the Peppol network. The business customer undertakes to implement all necessary technical and organisational measures to receive, process and archive electronic invoices through the electronic Peppol invoice network.
If the business customer fails to make the necessary arrangements, or if an electronic invoice is not received or cannot be processed due to an error, incompatibility or any other shortcoming on its side, the invoice is nevertheless deemed to have been duly sent at the time WILMS dispatches it.
The risk of not having an active Peppol account, non-receipt, processing problems, or any delay caused by technical malfunctions, configuration errors or inadequate facilities at the business customer rests entirely with the business customer and does not in any way suspend the payment term or any other contractual obligations.
Delays or temporary unavailability of the recognised invoicing network do not release the business customer from its payment obligations, provided that WILMS can demonstrate that the invoice was submitted in time for sending it through the Peppol network.
WILMS cannot be held liable for any damage resulting from the loss, late receipt or inability to process an electronic invoice due to causes beyond its reasonable control, nor for fraud, interception or manipulation of invoices after they have been correctly sent through the recognised Peppol network. WILMS can under no circumstances be held liable for any damage if the business customer does not have an active Peppol account.
- 3.2. Invoices are payable within thirty (30) calendar days of receipt, unless expressly agreed otherwise between the parties.
- 3.3. If a business customer does not pay an invoice in full by its due date, interest of 10 % per year will be payable as from the due date, by operation of law and with no need for a notice of default, provided that the applicable interest rate can never be lower than the rate in force at that moment under the Belgian Act of 2 August 2002 on combating late payment in commercial transactions.
In addition, if the customer fails to pay within one month of the due date, fixed compensation for late payment equal to 10% of the invoice amount, and subject to a minimum of EUR 300.00 per invoice, will be added to the invoice.
This all applies notwithstanding WILMS's right to prove and recover greater loss.
If a consumer-customer fails to pay an invoice in full by the due date, a first payment reminder is sent to that customer. If the consumer-customer fails to pay an invoice in full by no later than (14) calendar days after the third working day on which that reminder was sent, (i) interest will be payable at the statutory rate under the Belgian Act of 2 August 2002 on combating late payment in commercial transactions, as from the expiry of that fourteen-day period; and (ii) fixed compensation is payable on the outstanding amount as follows:
 - a) EUR 20 if the outstanding balance is less than or equal to EUR 150;
 - b) EUR 30 plus 10% of the amount due on the tranche between EUR 150.01 and EUR 500, if the outstanding balance exceeds EUR 150 but is less than or equal to EUR 500;
 - c) EUR 65 plus 5% of the amount due above EUR 500, capped at EUR 2,000, if the outstanding balance exceeds EUR 500.
- 3.4. The customer remains jointly and severally liable for payment of all invoices issued by WILMS, even if WILMS has agreed to issue invoices in the name of third parties.
- 3.5. Any objections concerning an invoice, including the current invoicing conditions must be sent to WILMS's registered office by registered post, stating reasons, within eight (8) calendar days of receipt of the invoice. If only part of an invoice is disputed, the undisputed portion remains due and payable on the invoice due date and, where applicable, interest, compensation and collection costs as set out in this article will be added to these amounts in the event of late payment.



- 3.6. If an invoice is not paid, all other outstanding invoices – even those not yet due – become immediately payable by operation of law and without any notice of default.
- 3.7. The parties exclude the right to a price reduction within the meaning of Article 5:97 of the Belgian Civil Code.
- 3.8. In the event of late payment of an invoice, including an advance invoice, in particular where such invoice remains unpaid fourteen (14) calendar days after WILMS has sent a formal notice of default, WILMS may:
 - i) suspend the services, if they have not yet been performed, and resume them only after payment of all outstanding and due invoices; and/or
 - ii) treat the agreement as automatically terminated by operation of law. WILMS can also refuse new orders.
- 3.9. The customer may not set off any claim it has against WILMS against claims that WILMS has against the customer unless WILMS has given its prior express consent for this purpose.

Article 4: Retention of title

- 4.1. All goods sold, delivered and/or installed will remain WILMS's property until the full price (principal sum, interest and costs) has been paid.
- 4.2. As long as ownership has not passed from WILMS to the customer, the customer may not dispose of the sold goods, encumber them with a pledge, or create any other real right over them. Until the full price has been paid, the customer is furthermore not permitted to make any modifications to the goods or to incorporate or transform them. If the full price has still not been paid within fourteen (14) calendar days after WILMS has sent a formal notice of default, WILMS may also repossess the goods already delivered. WILMS may recover the costs of repossession from the customer or set them off against any amounts already paid by the customer. In that case, where the customer has already paid part of the total price due, WILMS will refund an amount reflecting the remaining commercial value of the repossessed goods, less the costs incurred in connection with the repossession.
- 4.3. This retention-of-title clause will remain applicable in the event of the customer's bankruptcy or liquidation and in other cases of concurrence of creditors. The retention of title will continue to apply even if the goods are processed, mixed or replaced. If the goods are disposed of, the retention of title will extend to the receivable arising from that transfer.

Article 5: Risk

- 5.1. Notwithstanding the retention of title, all risks pass to the customer on the date of delivery, and all costs are payable by the customer.

Article 6: Intellectual property

- 6.1. WILMS is the exclusive owner of all intellectual property rights. No intellectual property rights of WILMS are transferred to the customer at any time unless the parties expressly agree otherwise in writing. All documents, materials, intellectual property rights, sketches, specifications, photographs, samples, models, studies, ideas and working methods developed during and in connection with the performance of the agreement are and will remain the property of WILMS.
- 6.2. Nothing in these terms and conditions or in the agreement between WILMS and the customer will be able to be construed as granting the customer, whether implicitly or otherwise, any right, title or interest in or any licence under any intellectual property right, confidential information or other trade secret belonging to WILMS.
- 6.3. The customer is prohibited from reverse engineering, decompiling or performing any other form of analysis of WILMS's intellectual property, unless expressly authorised by WILMS.
- 6.4. If the customer provides WILMS with information, documents or materials to be used in performing its obligations, the customer must indemnify WILMS against all third-party claims relating to any infringement of intellectual property rights belonging to such third parties. The customer warrants that it is the owner, licensee or holder of the rights to the documents, information, etc. provided.

Article 7: Delivery and performance

- 7.1. If the goods are delivered to the customer, delivery is made to the address provided by the customer. The associated delivery (and, where applicable, transport) costs are charged to the customer.
- 7.2. For a business customer, delivery and performance periods are given for information only and are therefore only indicative. Any delay in delivery or performance can never give rise to compensation, cancellation of an order or termination of the agreement. For a consumer-customer, the delivery periods stated in the signed offer or signed order form apply. If WILMS has been unable to deliver the goods within an additional period of 30 calendar days following the consumer-customer's request for delivery, the consumer-customer will be entitled to terminate the agreement by written notice to WILMS. WILMS must refund any amounts already paid to the customer. However, any delay in delivery or performance does not give rise to any additional compensation.
- 7.3. WILMS is entitled to replace itself or to outsource its obligations to any third party – including affiliated companies – that it considers suitable to perform those obligations.

Article 8: Termination and cancellation

- 8.1. WILMS may terminate the agreement between the parties at the customer's expense if the customer has a moratorium on the payment of its debts; is insolvent; petitions for judicial composition or enters into an out-of-court composition with creditors; wholly or partly ceases or liquidates its business; if there is any change in the customer's circumstances such as death, disqualification, detention or any other restriction of capacity; if a management ban applies within the customer's enterprise; if control in the customer's structure changes; if the customer fails to perform any of its obligations; merges or splits; or if all or part of its assets are attached. In such cases, all invoices – including those not yet due – become immediately due and payable. This all applies notwithstanding WILMS's right to prove and recover greater loss. The agreement will then be terminated on the date that WILMS sends a registered letter to the customer to that effect. WILMS will also be entitled to reclaim all goods delivered but not yet paid for by the customer.
- 8.2. The customer must always give notice of any cancellation of an order in writing. If the customer cancels an agreement within ten (10) calendar days of signing the offer or order form, fixed compensation of 15% of the invoice amount is payable to WILMS, without prejudice to WILMS's right to prove and recover greater loss. In the event of a later cancellation, or if the customer refuses delivery, WILMS reserves the right to claim either the actual loss suffered (subject to a minimum of the above fixed compensation of 15%) or the full agreed price, depending on the stage of production reached for the cancelled order. Orders for goods produced and/or procured specifically for the customer and/or made to measure cannot be cancelled. The customer will therefore always remain liable for the full agreed price in such cases.
- 8.3. Any advance payments received are definitively acquired and will not be refunded in the event of cancellation.

Article 9: Liability

- 9.1. WILMS is not liable for damage of any nature except for direct damage caused by its own wilful acts or gross negligence, or those of its agents, unless the parties expressly agree otherwise in writing.
- 9.2. Any compensation payable will always be limited to the amount agreed between the parties for the relevant assignment. However, if WILMS is insured for the damage in question, the compensation will never exceed the amount paid by WILMS's insurer.
- 9.3. The customer acknowledges that redress for damage resulting from WILMS's failure to perform a contractual obligation, as provided for in these general terms and conditions, is governed exclusively – within the limits of the law – by the rules of contract law, even if the event giving rise to the damage also constitutes an unlawful act.
- 9.4. The customer acknowledges and expressly agrees that compensation for damage resulting from the failure to perform a contractual obligation by WILMS's employees, shareholders and/or directors gives rise only – within the limits of the law – to a contractual claim against WILMS and not to a non-contractual claim against those persons, even if the event giving rise to the damage also constitutes an unlawful act.
- 9.5. In performing its work, WILMS undertakes to use its best endeavours.
- 9.6. The customer indemnifies WILMS for any damage to its image, whether direct or indirect, suffered as a result of the customer's acts or omissions.
- 9.7. The parties exclude the application of Article 5:90, paragraph 2 of the Belgian Civil Code from their contractual relationship.
- 9.8. The customer indemnifies WILMS against all third-party claims for damage connected with the performance of the agreement where the cause is not attributable to WILMS. If third parties bring proceedings against WILMS, the customer must assist WILMS, both in and out of court, and promptly take all reasonable measures expected of it. If the customer fails to do so, WILMS will be entitled, without any notice of default, to take such measures itself. All costs and damage that WILMS and third parties incur as a result are entirely at the customer's risk and expense.

Article 10: Force majeure and hardship

- 10.1. WILMS will not be liable in cases of force majeure – such as war, strike, lock-out, power failures, theft, fires, epidemics or pandemics, internet disruption, viruses not prevented by reasonable antivirus software, hacking, exceptional weather conditions, government restrictions, logistical problems at third parties, or any other cause beyond WILMS's control – that render it absolutely impossible for WILMS to meet its obligations or to do so on time. WILMS's obligations will be suspended for the duration of the force-majeure situation. If the force-majeure situation lasts for more than 30 working days, WILMS may terminate the agreement without any compensation being due. If WILMS has already performed part of its obligations or can only partially perform them at the onset of force majeure, it may invoice the part performed, unless that part performed has no independent value.
- 10.2. If the circumstances change, the debtor may request renegotiation of the agreement or order within 14 calendar days if (i) the changed circumstances render performance excessively onerous, such that normal performance can no longer reasonably be required, (ii) the change was unforeseeable at the time of contracting, (iii) the change is not attributable to the debtor, (iv) the debtor has not assumed the risk, and (v) the law does not exclude this possibility.



Changed circumstances include, among others, amendments to legislation or established case law, increases in fuel or raw-material prices, import or export restrictions imposed by a public authority, or increases in production costs, wage costs or energy prices. Immediately on the affected party's request when there is a change in circumstances, its obligations will be suspended for up to two (2) months. The affected party may, at its discretion, terminate the contract out of court by written notice to the non-affected party if (i) the non-affected party refuses to renegotiate or (ii) the parties fail to reach agreement within two (2) months of the request to renegotiate.

Article 11: Complaints

- 11.1. The customer must inspect the goods immediately upon receipt and notify WILMS of any non-conformity, incorrect quantities or visible defects by registered letter, stating reasons, within 48 hours of delivery.
- 11.2. Any complaints concerning hidden defects must reach WILMS by registered letter within five (5) working days of discovery of the hidden defect, and in any event within three (3) months of delivery.
- WILMS provides a five (5)-year warranty on its products, provided that its installation, maintenance and use instructions have been followed and the product has been used under normal conditions. However, WILMS applies different warranty periods to the following components:
- Transmitters and sensors: 2 years
 - Selve motors: 7 years
 - Somfy Solar: 7 years
- The warranty is limited to the supply of replacement parts. The cost of replacement or repairs is payable by the customer.
- 11.3. However, the consumer-customer may rely on the statutory warranty for a period of two years, in accordance with applicable law. The consumer must notify WILMS within two (2) months of the date on which the defect was discovered.
- If (i) repair or replacement is impossible, or (ii) repair or replacement cannot be carried out within a reasonable time or without significant inconvenience to the consumer-customer, the consumer-customer is entitled to claim an appropriate price reduction or, where the lack of conformity is more than minor, to terminate the contract. In both cases, any refund will take account of the use already made of the goods by the consumer-customer.
- After expiry of the statutory two-year warranty period following delivery of the goods and services, WILMS will grant the consumer-customer an additional warranty period of three years, provided that its installation, maintenance and use instructions have been followed. However, this additional warranty does not apply to transmitters, sensors or mechanical controls. Hidden defects that arise after expiry of the statutory two (2)-year warranty period must be notified to WILMS in writing within ten (10) working days after the consumer-customer discovers the defect. However, the warranty is limited to the supply of replacement parts. The cost of replacement or repairs is payable by the consumer-customer.
- 11.4. No valid complaint may be made outside these time limits.
- 11.5. The customer cannot make a valid complaint where it relates to:
- damage or costs arising from the further commercialisation of the products by the customer;
 - damage or costs resulting from incorrect statements by the customer regarding measurements, colour, quantities, dimensions or similar details. the customer is solely responsible for verifying the suitability of the space for installation, fitting and assembly;
 - damage or costs arising from failure to comply with the technical specifications, installation or maintenance instructions provided, improper use of the goods, or modifications or repairs carried out without WILMS's express consent;
 - damage or costs relating to the functionality or suitability of the goods or services for any particular intended use by the customer, unless that use was expressly communicated in writing to and confirmed by WILMS before the purchase;
 - damage or costs arising from abnormal, improper or previously undisclosed use of the goods or services;
 - damage or costs resulting from normal wear and tear;
 - damage or costs arising from defects in products that WILMS has not itself manufactured or imported into the EU. WILMS will provide the customer, within a reasonable time, with the contact details of its supplier, importer or manufacturer in the EU.
- 11.6. On receipt of the defective item, WILMS will examine the product and the related complaint. If the complaint is justified, WILMS will repair the product or provide a replacement product to the customer. If the product is returned, WILMS will bear the shipping costs. The product can only be replaced and supplied to the extent that it remains available or in stock from WILMS's suppliers. If the defect is serious, or if repair or replacement is inadequate, impossible, not carried out within a reasonable time, or would cause significant inconvenience to the customer, WILMS will grant an appropriate price reduction or, where the defect is not minor, allow termination of the contract with a corresponding refund.

Article 12: Data protection

- 12.1. WILMS undertakes to comply, to the best of its ability, with the provisions of the General Data Protection Regulation (GDPR).
- 12.2. The customer expressly confirms that it has collected and processed all data transmitted to WILMS in accordance with the GDPR.
- The customer will therefore indemnify WILMS against any claim brought by a natural person whose data were collected and/or processed by the customer and subsequently transmitted to WILMS.

Article 13: Applicable law and jurisdiction

- 13.1. All legal relations between WILMS and the customer are governed exclusively by Belgian law. The application of the Vienna Sales Convention is expressly excluded.
- 13.2. If a dispute arises, the parties undertake to first seek an out-of-court settlement through consultation. If the dispute cannot be resolved in this way, the courts of the judicial district of Antwerp, Turnhout division, will have exclusive jurisdiction.
- However, the consumer-customer will be entitled in all cases to bring a claim before the courts of their place of residence.