

## General Terms and Conditions of Sale – L-Door

### 1. Quotations, order forms and order confirmations

All our quotations are free of engagement. Goods imported by us or supplied by third parties are governed by the terms and conditions L-DOOR is bound by. Service contracts excepted, any contracts of sale concluded by our representatives shall be binding on us only after they have been confirmed by us in writing. Contracts between the parties shall come into effect once the customer has signed the order form or quotation. Deviating terms (general or specific) customers may seek to impose are binding on us only if we have expressly agreed to them in writing. By placing an order, the customer declares to tacitly accept all the provisions set forth. The terms and conditions of sale shall replace any provisions that may have prevailed up and until then and shall form part of any contracts we conclude. Our terms and conditions shall invariably prevail over those of our customers. The customer shall invariably bear full responsibility for the accuracy of the door measurements furnished. The customer is obliged to check the order confirmation and to forthwith notify us of any inaccuracies or errors. The goods are supplied as described on the order confirmation. Belated protests shall be deemed inadmissible.

### 2. Goods, drawings and images

Our goods are of merchantable quality and are sold and fitted with the potential factory deviation margins in terms of properties, weight and dimensions. Discrepancies shall not make us liable for compensation and shall not entitle the customer to refuse delivery of or payment for the goods. Drawings, plans, catalogues and suchlike shall remain the property of the seller. They shall be forthwith returned if the offer is not accepted. They shall not be disseminated, copied or executed without our explicit consent.

### 3. Measurement and delivery

Technical measurements are taken once the door opening and the threshold is in place. Changes with respect to the original quotations, both in plus and minus, are taken into account in the "order confirmation" at the prices prevailing at that moment in time. Production will commence and the indicative, delivery lead time will start to run as soon as this document has been returned to us, duly signed. Delivery lead times are non-binding but approximate only and any delays, for whatever reason, shall never give rise to penalties, compensation, the cancellation or dissolution of the contract. Delivery is performed at the customer's risk. Unless expressly stipulated by the customer, delivery shall be performed at the location specified by L-DOOR. The customer is obliged to store the goods in a dry and secure location. Risks transfer to the customer at the time of delivery.

### 4. Force majeure

Any of the following situations at the seller's, the subcontractors' or suppliers' that prevent or interfere with production or shipment shall be qualified as events of force majeure: supplier problems, power cuts, exceptional weather conditions, war, fire, natural disasters, strikes... This list is non-exhaustive. Events of force majeure shall not entitle the customer to compensation or to reimbursement of any sums already paid.

### 5. Amendments

Contracts signed and confirmed by the customer cannot be revoked or amended without our written consent. In the event of cancellation, the customer shall be liable for 25% of the contract value, increased by the manufacturing costs incurred so far if production commenced already.

### 6. Fitting

Doors ordered must be fitted within 12 months. Thereafter, L-DOOR reserves the right to review its prices in line with any increases in its prices, costs, wages, levies, duties, taxes, exchange rates and suchlike, even if the order was confirmed by us in writing. This price review shall also apply in cases where we imported or procured goods from third parties. The customer shall invariably be invoiced for 90% of the overall amount if the scheduled fitting date needs to be deferred at the customer's request. This amount is payable within 14 days of the invoice date. L-DOOR cannot be held liable for any damage caused or defects that become apparent only when the existing door or any other constructions are removed. As a consequence, L-DOOR shall not be held liable for any such damage or hidden defects. The interior finish (casing) is not included in the price.

In derogation of article 1583 of the Civil Code, any goods that have not been paid for in full shall remain the property of L-DOOR; any deposits that have been paid shall be used to cover the costs and loss of profits incurred.

### 7. Deposits

By way of deposit, the following (VAT exclusive) amounts shall be invoiced for at the time of ordering: Section Line / Nature Line / Pro Line: € 700 for orders of ≤ € 2000 | € 1000 for orders of > € 2000 & ≤ € 3000 | € 1500 for orders of > € 3000. Puma Line and specials: an initial advance invoice for 10% is issued at the time of ordering. Together with the order confirmation, the customer will receive a second advance invoice for 80%. All deposits must be paid 2 weeks prior to fitting. Fitting shall not commence until such time as the relevant deposits have been paid. The balance shall be invoiced for once fitting has been completed. The due dates of the invoices must be respected.

### 8. Colours

Colours on the basis of a RAL, NCS... standard and any colours produced on the basis of a sample are always checked for their ΔE value. The ΔE (colour deviation measurement) shall invariably be less than 1. L-DOOR always assesses the visible parts of any sectional door on the basis of the STS 53.2.

### 9. Damage and complaints

Each delivery and/or fitting shall be construed as a separate undertaking. Complaints in relation to one particular service shall have no bearing on any previous or subsequent services. Complaints regarding the supply of goods, services or the execution of work shall be submitted to us by registered post and within 8 days of the delivery or execution date. Complaints do not suspend payment undertakings. As soon as the door has been fitted, the customer and the main fitter shall jointly check for visible damage or defects. If the customer fails to do so or if the customer is absent, he shall be deemed to acquiesce to the check performed by the main fitter only. Once that check has been performed any damage-related complaints shall be irrevocably rejected. Incorporation of the goods amounts to acceptance.

### 10. Payment

All our invoices are payable cash at the address specified on the invoice unless otherwise agreed between the parties on foot of binding documents. Finishes to the work performed shall not entitle the customer to withhold payment of the amounts owed. The customer is allowed to make deductions from the invoice only and insofar as these are invoked in good faith and are proportionate to the insufficiencies or finishes to be completed. Their valuation, and as a consequence, the amount of any deductions to be made, shall be fixed by mutual agreement between the parties. As soon as the contractor has resolved the problems established, the customer shall forthwith pay the amount outstanding on pain of being liable for moratorial interests and penalties as specified hereafter. Any invoices that remain unsettled shall, without formal notice, be subject to contractual interests at the statutory interest rate increased by 3 percentage points as of the expiry date of the invoice concerned until the date of full and final payment. In addition, and without formal notice, moratorial interests at the rate of 1% per month plus flat-rate penalties of 10% with a minimum of € 37 (art. 1244 C.C.) will be charged on top of the contractual interests. In the event of late payment and to prevent its receivables mounting up any further, L-DOOR shall be entitled to suspend deliveries without being obliged to issue a reminder. Should the customer's credit rating (financial situation) take a turn for the worst, L-DOOR reserves the right, even after part of the consignment has been shipped, to ask the customer for the appropriate securities to guarantee the proper performance of the undertakings entered into. Where the customer fails to comply with any such request, L-DOOR reserves the right to cancel the order in full or in part without being liable for damages. The non-payment of any one invoice at its due date shall automatically and without prior formal notice render all invoices, non-expired invoices included, immediately payable. In the event of a change in invoice details after our invoice was received, we reserve the right to charge € 10.00 by way of administration costs.

### 11. Warranty

L-DOOR offers a 12-month warranty on any original goods, on industrial-type doors, docking systems, high-speed doors and fire doors and a 24-month warranty on any residential-type doors fitted by us, as of the delivery date. This means that we undertake to repair or replace any parts that show severe malfunction caused by defects in material, construction or workmanship during this period of time free of charge provided the malfunction was brought to our attention during the warranty period. On springs we offer a 12-month warranty subject to a maximum of 20,000 movements (or several openings if specified for the type of metalwork concerned). This warranty does not apply to remote controls and only covers the supply. The warranty does not entail any obligation to compensate the customer for damage ensuing from a malfunction or incorrect use. The customer is not entitled to withhold payment on the grounds that parts covered by the warranty have not yet been replaced or repaired. The warranty on any goods imported by us or procured from third parties shall, insofar as at variance with our own warranty, be governed by the relevant terms and conditions of the supplier concerned. Repairs and interventions covered by warranty are performed during normal office hours.

### 12. Disputes

Disputes shall exclusively be submitted to the courts with territorial competence over the jurisdiction where our registered office is located save in cases where we choose to apply the rules of Common Law, in accordance with the Judicial Code. In the event of dispute, the customer shall be obliged to summon us before the court with competence over the jurisdiction where our registered office is located.