



GENERAL SALES CONDITIONS

1. SCOPE OF APPLICATION

1.1 These general sales conditions apply to all sales contracts of products and/or services by the CER Groupe to any natural or legal person who buys or agrees to buy products and/or services (the Customer) from the CER Groupe.

1.2 These general sales conditions exclude any other general or specific conditions, unless otherwise agreed in writing with the CER Groupe.

1.3 Any order for products and/or services is considered to be an offer by the Customer to buy such products and/or services in accordance with these general sales conditions. Thus, by his offer to purchase, the Customer formally renounces any stipulation contrary to the present terms appearing on his own documents.

The Customer acknowledges having read and taken note of the specifications of the product(s) and service(s) that he is purchasing.

2. PRICE AND PAYMENT

2.1 The price is the total fee for the product(s) and/or service(s) due to the CER Groupe by the Customer.

2.2 The price to be paid by the Customer will appear on the invoices.

2.3 In case of an ongoing business relationship, the CER Groupe may, for orders to be delivered in the future, adjust prices according to changes in exchange rates, energy, customs duties, insurance and transport costs and purchase costs.

2.4 VAT or any other present or future rights are payable by the Customer according to the rates in force on the day the invoice is drawn up. The CER Groupe reserves the right to modify its prices in case of fluctuations in exchange rates, taxes and customs duties.

2.5 The invoiced price for the products and/or services is due immediately and must be paid within thirty days of the invoice date, unless otherwise stated on the invoice or in accordance with any written agreement as mentioned in paragraph 1.2. Payments are made directly to the CER Groupe without any deduction or compensation.

2.6 In the event of non-payment on the due date, an interest for late payment of 15 % per annum will be due to the CER Groupe, as of the day following the due date and without prejudice to any other damages and interest, automatically and without prior notice of default.

In addition, if the invoice is not paid on the due date, a conventional flat-rate allowance of 15 % of the amount of each invoice, with a minimum of € 25.00, will be due as administrative costs and extrajudicial costs for the recovery of the debt.

2.7 Any legal recovery costs incurred by the CER Groupe will be paid by the Customer.

3. DELIVERY AND DEADLINE

3.1 The delivery date in the order confirmation is indicative. The delivery place is that indicated in the order confirmation issued by the CER Groupe.

3.2 For practical reasons, the products may be delivered in several shipments.

3.3 Delays in delivery may never give rise to damages and interest in favour of the Customer, but only to a possibility for the Customer to cancel the quantities to be delivered, and this, one month after a regular and ineffective formal notice on the part of the CER Groupe.

3.4 Apart from a case of force majeure as such, all unforeseen events impeding the manufacture, processing or dispatch of the products sold, shall also be considered as force majeure releasing the CER Groupe from any obligation.

3.5 Even in the event of a special agreement, cases of force majeure, generally of any kind, and in general, all circumstances beyond the control of the CER Groupe likely to hinder its manufacture, processing and supplies, release the CER Groupe from liability.

3.6 In case of a special agreement, the penalty may only be applied if the delay is due to the CER Groupe and if it has caused real prejudice and has been found to be contradictory.

3.7 Any missing, erroneous or damaged product or packaging must be noted on the delivery note, before it is signed, and returned to the CER Groupe by the carrier.

4. RISKS

4.1 The transfer of risks to the Customer takes place when products are dispatched.

5. WARRANTY

5.1 The CER Groupe guarantees the Customer that, on the date of shipment of its products, these are free of any defect in materials, manufacture, or design. This guarantee is valid over the prescribed period of use, in accordance with the expiry date indicated on the product.

5.2 The CER Groupe guarantee is subject to the condition of correct use of the products and does not cover any part of the products that has been modified or transformed without prior written agreement of the CER Groupe. The guarantee is not applicable if the defect is due to an external cause such as accident, hazard, humidity, overvoltage or other environmental conditions.

Similarly, the guarantee is excluded:

- if the faulty operation is the result of an intervention on the product, carried out without authorisation.

- if the faulty operation results from use that does not comply with the technical specifications and operating instructions of the CER Groupe.

- if the faulty operation results from negligence, a lack of maintenance or inappropriate handling on the part of the Customer.

- if the faulty operation results from a force majeure.

5.3 Unless expressly provided for in a special agreement, if the Customer makes use of this guarantee, the CER Groupe reserves the right to repair or replace, at its sole discretion, all or part of the products that prove to be defective under normal conditions of use.

Alternatively, and at its sole discretion, the CER Groupe reserves the possibility of choosing to discharge its guarantee obligations by accepting the defective product be returned in exchange for a refund of the price paid by the Customer.

These solutions are the only compensations that the Customer may request, to the exclusion of any other, following the non-execution of the guarantee provided for in this article of the present general sales conditions.

5.4 All other warranties, conditions or other supplementary legal provisions are excluded from the contract to the greatest extent permitted by law.

6. DISPUTE SETTLEMENT

6.1 The Courts of Marche-en-Famenne shall have sole territorial jurisdiction, including in case of multiple defendants.

6.2 Any dispute arising from the interpretation and/or execution of these general sales conditions and sale itself will be exclusively subject to Belgian law.

7. MISCELLANEOUS

7.1 Should one or more stipulations in these general sales conditions be held to be invalid, the other stipulations shall retain their full force and scope, and the stipulation deemed to be invalid shall only be replaced by a valid stipulation whose economic scope and meaning shall be as close as possible to the stipulation deemed to be invalid.



GENERAL SALES CONDITIONS

7.2 Each party must process any information received from the other party that appears to be confidential as it would have treated its own confidential information, but at least with a reasonable degree of care.

7.3 Mandatory consumer rights provisions are not affected by the Conditions.

8. PERSONAL DATA PROCESSING

In the context of their contractual relations, the parties undertake to comply with the regulations in force applicable to the processing of personal data and in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27/04/2016 (GDPR).

We collect and process identity data and contact details that we receive from the Customer and any other useful contact persons. The purposes of this processing are the execution of this agreement, Customer management, accounting and direct prospecting activities, such as sending promotional or commercial information. The legal bases are the execution of a contract, Customer consent, compliance with legal and regulatory obligations and/or legitimate interest.

The aforementioned personal data will be processed in accordance with the provisions of the General Data Protection Regulation and will only be transmitted to subcontractors, recipients and/or third parties insofar as this is necessary for the aforementioned purposes for the said processing.

The Customer is responsible for the accuracy and updating of the personal data he provides to the CER Groupe and commits to comply strictly with the provisions of the General Data Protection Regulation with regards to the persons whose personal data he has transmitted, as well as with regards to all possible personal data he may receive from his customers.

Personal data is kept and processed for a period necessary for the purposes of the processing and the relationship (contractual or not). Customer data will, in all cases, be removed from the CER Groupe's systems after a period of 7 years after the end of the contract except for personal data that the CER Groupe is obliged to keep for a longer period on the basis of specific legislation or in the event of an ongoing dispute for which the personal data is necessary.

By giving his approval when entering or communicating his personal data or when concluding a contract, the Customer agrees to the collection and use of his personal data as defined in this article.

The CER Groupe collects personal data (name, first name, address, telephone number, e-mail address, VAT number).

The Customer gives his explicit and free consent for his data to be used for advertising, commercial or marketing purposes, and agrees to receiving information and promotional documents at his e-mail address or by post.

The Customer agrees that his data may be communicated to the employees and subcontractors of the CER Groupe for the purpose of carrying out the services entrusted to them.

The Customer acknowledges that the CER Groupe is in no way responsible for the use made by third parties of the data thus transmitted. The third parties will be considered the only parties responsible for the processing of the data communicated to the Customer and they must comply with the regulations in force applicable to the processing of personal data.

In accordance with and under the conditions of Belgian legislation on data protection and the provisions of the General Data Protection Regulation on data protection, the CER Groupe informs you that you have the following rights:

- Right of access: The Customer has the right to ask at any time whether his data has been collected, for how long and for what purpose.
- Right of rectification: The Customer has the right to request that his false or incomplete data to be corrected or completed at any time on simple request.
- Right to processing limitation: The Customer may request a

processing limitation of his data. This means that the data in question must be 'marked' in the CER Groupe's computer system and may not be used for a certain period of time.

- Right to deletion of data ('right to oblivion'): Subject to the exceptions provided for by law, the Customer has the right to demand his data be deleted.
- Right to data portability: The Customer may request his data to be transmitted to him in a 'structured, commonly used and machine-readable format'.
- Right of complaint: The Customer may lodge a complaint with the data protection authority.

The CER Groupe undertakes to implement the technical and organisational measures guaranteeing an adequate security level to protect the confidentiality of data. The CER Groupe notifies the Customer of any violation of personal data of which it has knowledge.