

## GENERAL TERMS AND CONDITIONS OF SALE OF ANTWERP SLITTER

### 1. General

- 1.1 The terms and conditions set out below apply to all agreements concluded by ANTWERP SLITTER, unless deviations from them are agreed on explicitly and in writing by all parties concerned. ANTWERP SLITTER is the trade name of the Belgian branch of Knauf AMF GmbH & Co. KG, with registered office at Eisenthal 15, D-94476 Grafenau, the Belgian branch being known under company number 0548 864 404.
- 1.2 Except in cases where the contrary has been formally confirmed by ANTWERP SLITTER, these general terms and conditions take precedence over any terms and conditions that the contracting party may employ, even if these have not been explicitly rejected by ANTWERP SLITTER.
- 1.3 If one of the clauses of these general terms and conditions proves to be invalid, this has no influence on the legal validity of the other clauses.
- 1.4 Prior to the conclusion of the agreement, the contracting party declares that he/she has read and understands these general terms and conditions and that he/she accepts them.

### 2. Quotation/agreement

- 2.1 Offers drawn up by ANTWERP SLITTER are always without obligation.
- 2.2 Orders are only binding for ANTWERP SLITTER if and when it has accepted them. An agreement is not concluded until ANTWERP SLITTER has sent the order confirmation.
- 2.3 Following acceptance, each agreement is deemed to have been concluded at the location of ANTWERP SLITTER's permanent business premises in Belgium at Narvikstraat 2, B-2030 Antwerp.
- 2.4 Any deviation from this must be accepted explicitly and in writing by ANTWERP SLITTER.
- 2.5 The prices set out in the offers drawn up by ANTWERP SLITTER are based on the wages, charges and commodities prices that apply on the date stated in the offer. Any increase in these parameters may lead to a proportional increase in the prices laid down in the offer or contract.
- 2.6 All prices and estimates are exclusive of VAT. All other charges, if any, will be borne by the customer.

### 3. Cancellation of an order

- 3.1 Orders may only be cancelled with the express, written consent of ANTWERP SLITTER, which reserves the right to refuse such consent.
- 3.2 In the event that an order is cancelled, the customer will in all cases owe lump-sum compensation amounting to 10% of the price due, without prejudice to the right of ANTWERP SLITTER to claim compensation for any damage that it has actually sustained in excess of this amount.

### 4. Storage

- 4.1 Goods that are delivered by the customer are stored at the customer's risk. ANTWERP SLITTER cannot be held liable in any way for any damage whatsoever that may be caused to the goods during their storage in ANTWERP SLITTER's warehouses, except in the event of intent. ANTWERP SLITTER is not obliged to insure the goods.

### 5. Packaging

- 5.1 Any packaging that is applied by ANTWERP SLITTER is intended solely for transport, unless otherwise agreed in detail and in writing.

### 6. Delivery

- 6.1 Unless stipulated otherwise, ANTWERP SLITTER will have fulfilled its delivery obligation if the ordered or processed goods are made available to the customer at the ANTWERP SLITTER facility.
- 6.2 The stated delivery times are merely approximations and are only binding for ANTWERP SLITTER to the extent that it must endeavour to adhere to these times as closely as possible.
- 6.3 On no account will the delivery times form an essential part of the agreements concluded. The expiry of the stated delivery time – provided that this cannot be attributed to bad faith or major error on the part of ANTWERP SLITTER – does not give rise to any right to refuse or cancel the order or to claim any compensation.

### 7. Transport

- 7.1 In the event that ANTWERP SLITTER additionally undertakes to transport the ordered goods to a place agreed on by the parties, this will take place at the customer's expense and risk.

### 8. Complaints

- 8.1 All complaints relating to an insufficient quantity of goods or externally observable defects must be communicated to ANTWERP SLITTER by the customer immediately upon receipt.
- 8.2 Any complaint concerning a defect that is not externally observable and that relates to weight or quantity must be communicated to ANTWERP SLITTER by registered letter within 5 days of receipt.

- 8.3 With regard to the quality and conformity of the delivered goods/services, the customer undertakes to check the goods immediately upon receipt in accordance with all customary procedures in the sector. Complaints relating to quality and conformity must be communicated to ANTWERP SLITTER by registered letter within 5 days of the customer becoming aware of the outcome of the above-mentioned procedures, which must be deemed to have been completed a maximum duration of one month after the goods were received.

- 8.4 Complaints relating to one of the qualities set out under articles 6.1, 6.2 or 7.1 of these general terms and conditions that are expressed outside the periods of time stated in these articles on no account give rise to any liability on the part of ANTWERP SLITTER.

- 8.5 Complaints relating to hidden defects that do not fall under the provisions of articles 8.1 to 8.4 must be communicated by the customer to ANTWERP SLITTER by registered letter immediately and no later than within a period of 5 days following the discovery of the defect or the point when it should have been discovered and, in any case, no later than 6 months after the delivery. (The customer is obliged to check the goods thoroughly during the above-mentioned period.)

### 9. Liability

- 9.1 If the liability of ANTWERP SLITTER is proven by the contracting party, this liability is limited in all cases to the amount, excluding charges, that ANTWERP SLITTER has received from the contracting party within the context of the specific transaction that has given rise to the liability.

- 9.2 The contracting party indemnifies ANTWERP SLITTER against all court decisions, all costs and all losses that originate from claims of third parties which are based on the assertion that the drawings and specific instructions supplied by the contracting party or the materials manufactured on the basis of these infringe any intellectual or material property rights.

### 10. Invoices/payments

- 10.1 Invoices are payable in cash to the address of ANTWERP SLITTER's permanent business premises in Belgium at Narvikstraat 2, B-2030 Antwerp.
- 10.2 In the event of a delayed payment, delay interest will be owed, by operation of law and without notice of default, in the amount of 12% per year, to be calculated from the invoice date.
- 10.3 In addition, compensation of 10% of the invoice amount (with a minimum amount of EUR 125) will also be owed by operation of law and without notice of default.
- 10.4 Cheques and bills of exchange will only be regarded as payment once they have been redeemed.
- 10.5 Any costs incurred when accepting bills of exchange or redeeming cheques or bills of exchange will be for the account of the customer.
- 10.6 The payment obligation will not be suspended by complaints relating to the delivery, quality, quantity or conformity of the goods, or any other complaint.
- 10.7 Unless otherwise agreed, no credit notes whatsoever will be paid out until all invoices issued by ANTWERP SLITTER in the name of the same customer have been settled.
- 10.8 If an invoice has not been paid on its due date, all invoices still outstanding in the name of the same customer will become immediately payable by operation of law.

### 11. Retention of title

- 11.1 All delivered goods will remain the property of ANTWERP SLITTER until such time that all amounts due to ANTWERP SLITTER by virtue of the transaction in question are paid in full, including any claims that only arise in the future.
- 11.2 If the customer remains in default of payment, ANTWERP SLITTER is entitled to exercise its ownership right vis à vis both the customer and any third party, and to demand the return of the goods without having to take legal action for this.
- 11.3 Any loss in value of the goods and any costs incurred will be charged by ANTWERP SLITTER.

### 12. Disputes

- 12.1 Any dispute that falls under the application of these general terms and conditions will be settled in accordance with the rules of Belgian law.
- 12.2 In the event of a dispute, the courts of the judicial district of Antwerp will have exclusive jurisdiction. However, ANTWERP SLITTER reserves the right to bring disputes before any other competent court.
- 12.3 These general terms and conditions of sale are drawn up in both English and Dutch languages. The Dutch version shall be the official version and shall prevail in the event of any inconsistency or conflict with the English language text of these terms and conditions.]

Antwerp Slitter – Branch of Knauf AMF GmbH & Co. KG, Belgisch bijkantoor van de Kommanditgesellschaft naar Duits recht Knauf AMF GmbH & Co. KG, met maatschappelijke zetel te Eisenthal-Grafenau, ingeschreven bij het Registergericht Passau; HRA-Nr.7069, met hoofdelijk aansprakelijke vennoot Knauf AMF Verwaltungsgesellschaft mBH, met maatschappelijke zetel te Eisenthal-Grafenau, ingeschreven bij het Registergericht Passau, HRB-NR 1023, Zaakvoerder Karl Wenig, Ondernemingsnummer van het bijkantoor: Rechtspersonenregister (Antwerpen) nr. 0548.864.404; BTW nummer in België: BE0548864404; Zetel van het bijkantoor: Narvikstraat 2, Haven 104, 2030 Antwerpen (België); Telefoonnr.: +32 (0) 3 541-4111, Faxnr.: +32 (0) 3 541-4163, boekhouding: +49 (0) 8552 422-61, e-mail: info\_be@knaufamf.com; ING Bank België, Antwerpen, Rekeningnummer: 320-0063425-57, SWIFT:BBRUBEBB200, IBAN: BE09 3200 0634 2557, Unicredit Passau, Deutschland, SWIFT HYVEDEMM445, IBAN: DE46 7402 0074 0021 0078 11.

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