

**Article 1 - Definitions**

- 1.1. – Moss Composites with its registered office in Spieveldstraat 10, 9160 Lokeren - Belgium.
- 1.2. – Customer: any individual or corporation who purchases the products ,  
of Moss Composites as defined below.
- 1.3. – Parties: Moss Composites and the Customer intended collectively.
- 1.4. – Products: all the products and services manufactured and/or sold by Moss Composites.
- 1.5. – Standard Products: Products of Moss Composites in the catalogue.
- 1.6. – Customized Products and Services : Products and Services of Moss Composites not in the catalogue manufactured and/or sold by Moss Composites under technical, functional, quality specifications or specifications of any other nature agreed with the Customer.
- 1.7. – Quotation: indication of the price of the products supplied by Moss Composites to the Customer.
- 1.8. – Contract: each sale or supply of products concluded between Moss Composites and the Customer.
- 1.9. – Industrial and intellectual property rights of Moss Composites: all the industrial and intellectual property rights of Moss Composites including, but not limited to, registered and unregistered trademarks, domain names, trade names, signs, patents on inventions and utility models in both the application stage and already granted, industrial designs and models, whether registered, in the application stage or unregistered, copyright, know-how and all other equivalent forms of exclusive protection, in Belgium and/or abroad.

**Article 2 - Area of applicability of the General Terms of Sale**

These are the General terms and conditions governing the sale of Moss Composites products and are applied to all Contracts, present and future, concluded between Moss Composites and the Customer. Unless otherwise specified on Moss Composites order confirmation, all other terms and conditions express or implied, are excluded, even if they stipulate that they alone are valid .None of Moss Composites employees or agents has authority to modify or supplement these conditions or to accept any order except on Moss Composites official sales forms. Moss Composites commitment shall become effective only upon Customer's receipt of Moss Composites written acknowledgement order or invoice, whichever occurs first. In any case, acceptance of Moss Composites sale conditions and waiver of Customer's order conditions.

**Article 3 – Orders**

- 3.1. Moss Composites reserves the right not to accept an order from the Customer in the following cases:
  - a) if the order does not contain precise and exact identification of the Products ordered, as well as the quantity, the price and the delivery schedule agreed with Moss Composites;
  - b) if the order is not received by Moss Composites in writing, via fax or via e-mail.
- 3.2. Unless otherwise agreed in writing by the Parties, orders for Customized Products are irrevocable and may not be changed or cancelled by the Customer.  
The Customer is therefore required to collect the Products ordered and pay the price for them.

**Article 4 - Prices and Payments**

- 4.1. Our prices in the quotation are valid for a maximum period of one month. Unless otherwise stated on Moss Composites order prices are net prices and exclusive of VAT and all other duties, fees, freight charges or taxes. The prices of the Products are those indicated by Moss Composites in the Quotation in force when the Order is sent by the Customer.

4.2. Property of the Products will remain of Moss Composites until Moss Composites has received payment of all the sums due in respect of supplies of the Products. The Customer will be required to act in compliance with the current local laws and regulations to ensure this reservation of property, or a security corresponding to the reservation of property, be valid and effective.

4.3. In case of external events , such as the following non-exhaustive list of events, price increase in raw materials and/or services and/or labour rates and/or energy rates ,supplier's default , act of or authorized by any government , inability to obtain suitable raw materials , flood , explosion , war , acts of God or arising from contingencies which MOSS composites could not have reasonably predicted or reasonably avoided and such as to cause a considerable increase in the cost of the Products /services , MOSS composites will be entitled to change the prices and/or terms of the Order indicated in the Quotation unilaterally and without prior notice.

4.4. The terms and conditions of payment are those indicated in the Quotation in force when the order is sent by the Customer or in the order confirmation.

4.5. The Customer must make the payments at the due dates, even in case of claims or disputes of any nature.

4.6. Non-compliance with the terms and conditions of payment exempts Moss Composites from fulfillment of delivery obligations, including in relation to different supplies to the ones to which this non-compliance refers, and authorizes Moss Composites to claim immediate advance payment of all the amounts due from Customer, without prejudice to the right of Moss Composites to terminate the Contract with immediate effect and request compensation of damages.

4.7. In the case of delayed payment, Moss Composites will be entitled to interests on delayed payment if and when regulated by the applicable laws.

4.8. The Products may not be returned to Moss Composites in the absence of its prior written authorization.

4.9. The time agreed for collection of the Products by the Customer is to be considered peremptory and therefore, if collection does not occur within the agreed time, Moss Composites may request due payment of the invoice or otherwise terminate the Contract with immediate effect, without prejudice to all other rights.

#### **Article 5 – Acceleration and Termination**

In case of cancellation of a contract ,order or assignment, by the customer - also in case of force majeure - payment is due according to the complete status of the works, i.e. works carried out, materials supplied, manufacture in our workshop or those of suppliers and / or subcontractors and / or supplies in raw materials, auxiliary materials, etc. and in general all commitments entered into pursuant to the order or assignment, as well as compensation of 30% of the total value of the goods sold or the price of the services or commitments, insofar as not included in the state of the works: for studies, calculations, plans, the reservation of capacity, planning, the cancellation of our commitments, etc., in accordance with articles 1152 and 1182 of the Belgian Civil Code

In the event that the Customer fails to make any payment in full as and when due and payable under this contract or any other contract between the parties, or the financial responsibility of the Customer becomes impaired or inadequate to meet the obligations hereunder, or the Customer has become unable to pay its debts generally as they become due, or an order has been made, petition presented, resolution passed or meeting convened for the appointment of a liquidation committee or an administrator or for winding up, bankruptcy, rehabilitation or other similar proceeding of the Customer, then any and all of the Customer's outstanding payment obligations to Moss Composites, as well as interest thereon, shall be accelerated and immediately become due and payable, and Moss Composites shall be entitled to offset any debt payable to the Customer by credits receivable from the Customer, to require satisfactory security, to postpone its performance under this contract and other contracts between the parties, to stop any merchandise in transit, and to terminate this contract and other contracts between the parties.

#### **Article 6 - Delivery**

6.1. All references to trade terms (EXW, DAP and others) included in the Contract or in these General Terms is intended as made to the "INCOTERMS" of the International Chamber of Commerce, 2010 ed., and subsequent modifications thereto. In the case of conflict between the INCOTERMS and the these General Terms, the latter will prevail.

6.2. Delivery will be DAP, unless a different INCOTERMS is agreed in writing between the Parties in the Contract or in specific Terms attached to these General Terms. It remains understood that, irrespective of the INCOTERMS chosen by the Parties, the Products will always be transported at the total risk of the Customer.

6.3. Any dates for delivery, completion, etc. are without engagement. A delay in the delivery of our part can never give cause to: claims or compensations, refusal of the products neither for damages nor for discussion and/or annulment of the contract. Except in case of malicious intent or gross negligence of Moss Composites, after holding us liable by registered post with option of 30 days in our favor .

#### **Article 7 - Warranty**

7.1. The term "lack of conformity" (and also the term "non-conforming") refers to lack of quality and to non-conformity with the agreed specifications of the Products, and also to defects and all other deformities of the Products with what has been agreed.

7.2. The Customer is required to check the Products ordered immediately after taking delivery thereof and, in any case, before they are used or altered in any way. The Customer will validly notify Moss Composites any non-conformity of the Products , detailing this nonconformity in writing, provided that the non-conformity will be notified in writing within 8 (eight) days from the date when the non-conformity has been or ought to have been discovered and, in any case, within a maximum of 8 days from the delivery date of the Products.

7.3. In case of receipt of a regular complaint from the Customer under this Article 7, and if the Products prove to be faulty, the Customer will send to Moss Composites The Products declared as non-conforming solely under written authorization of Moss Composites itself; collection will be conditional upon the packaging being undamaged and the Products being in good conditions.

7.4. Except in the case of malicious intent or gross negligence, Moss Composites will not be liable for damages deriving from or connected with non-conformity of the Products. The warranty indicated in this Article 7 replaces any other liability due to non-conformity of the Products and also any other conventional or legal liability, express or implicit, direct or indirect.

7.5. It remains understood under all circumstances that the warranty does not apply to Products which have been used improperly or negligently or for which the methods of conservation contained on the technical datasheet of the Products themselves have not been observed.

#### **Article 8 – Buyer’s liability , Product use and information**

Moss Composites manufactures the Products in compliance with current laws and regulations in Belgium. If the Customer is located outside Belgium, the Customer will be responsible for checking that the Products (and also their packaging, labeling, instructions, warnings, advertising, etc.) comply with the laws and regulations of their own territory, and will promptly inform Moss Composites of any changes to be made.

#### **Article 9 . Product use.**

The Customer acknowledges that the product sold is intended exclusively for the supply of its own processing plants. Consequently, it prohibits any resale of the product as is, even partially, except with express agreement from MOSS composites or contrary legal provisions.

If MOSS composites agrees, the Buyer undertakes to communicate to it the names and addresses of its sub-purchasers as well as the nature of the activity carried out by the latter.

In any case, the Customer undertakes to apply the export control regulations applicable to the products manufactured or distributed by MOSS composites .

The customer is assumed to have full knowledge of the existence and extent of EU Council Regulation (EC) 428/2009 of 5 May 2009 .

Sales made in violation of the provisions listed above can in no way engage the responsibility of MOSS composites .

#### **Article 10 – Industrial and intellectual property rights of Moss Composites**

The Customer recognizes the full, entire, absolute and exclusive ownership of Moss Composites on the Industrial and Intellectual Property Rights on and into the Products. Any communication and/or use thereof under the Contract with the Customer does not create any right for them.

#### **Article 11 – Liability in the case of actions brought by third parties**

If use or resale by the Customer or its assignees of the Products ordered from Moss Composites infringes the industrial or intellectual property rights or other exclusive rights of third parties, the relative costs, including all judicial and non-judicial costs, and any damages which the Customer is required to compensate and all other liability will be the responsibility of the Customer, who will therefore indemnify, defend and hold harmless Moss Composites from any claim, damage or request of third parties.

**Article 12– Applicable law and Court of Competent Jurisdiction**

All contracts are subject to Belgian law and the Belgian courts have sole jurisdiction to deal with disputes.

All disputes shall fall within the exclusive competence of the territorially competent of Moss Composites place of business.

**Article 13 – Data protection**

Sensitive data relating to the Customer, of which Moss Composites may be aware of, are considered confidential and are treated in compliance with the Belgium and the European legislation (GDPR - EU Regulation 2016/679) and subsequent modifications.

By way of acceptance

The Customer \_\_\_\_\_

Place, \_\_\_\_\_ date \_\_\_\_\_