

General Sales Conditions ATS Group

1. Field of application

1.1. All agreements concerning the delivery of goods and materials or the rendering of services by ATS NV are governed by the following terms and conditions, to the exclusion of the customer's general terms and conditions. Any derogation from those terms and conditions is possible only with ATS NV's explicit consent in writing.

1.2. The present terms and conditions take priority over any other general terms and conditions already notified. They also take priority over any general terms and conditions which may be notified to the customer in the future, unless explicitly agreed otherwise in this notification.

2. Conclusion of the agreement: offer, order and order confirmation.

2.1. Our catalogues, brochures, price lists, propositions, offers and any other documents are given only by way of information.

ATS NV is bound only by its own written order confirmation. No agreement can be concluded without order confirmation.

2.2. Agreements only comprise the goods, materials and/or services that are mentioned explicitly in ATS NV's order confirmation.

2.3. To ensure a smooth execution of the agreement, the customer shall provide ATS NV of his own accord with the necessary information on the technical context and the exact needs of the company, both during the preliminary talks and during the execution of the agreement.

Unless explicitly agreed otherwise, ATS NV does not guarantee in any way that the goods, materials and/or services mentioned in the offer and/or in the order confirmation shall meet the requirements to such an extent that the result envisaged by the customer can be obtained.

If it turns out during the execution of the agreement that additional goods, materials and/or services are needed to ensure a smooth execution of the agreement, a supplement shall be charged. This supplement is calculated on the basis of ATS NV's current unit prices.

2.4. The documents relating to this offer are strictly confidential. They may not be reproduced, communicated or used without ATS NV's explicit consent in writing. All calculations, designs, samples, models and drawings remain the exclusive property of ATS NV.

3. Prices

3.1. Unless explicitly agreed otherwise in writing, all prices are excluding VAT. The VAT is always payable by the customer.

3.2. The prices indicated in the offer and/or in the order confirmation comprise only the goods, materials and/or services explicitly mentioned therein.

A supplement shall be charged for any other goods and materials delivered and/or for any other services rendered. This supplement is calculated on the basis of ATS NV's current unit prices, irrespective of whether the additional goods, materials and/or services were ordered by the customer before or after the start of execution of the agreement or irrespective of whether they were found to be necessary after the works had already started, to ensure a smooth execution of the works according to the rules.

3.3. If the customer wishes to modify the agreement, ATS NV shall have the right to review the price agreed upon or to consider the agreement dissolved without judicial intervention, without prior notice of default and with immediate effect, without prejudice to the right of ATS NV to claim damages.

The same goes if the customer has placed an order but if he fails to make the advance payment within the term agreed upon.

In that case ATS NV shall inform the customer as soon as possible of the reviewed price and, if the occasion arises, of the amount of the supplemental advance to be paid. The customer shall notify ATS NV in writing, within the term agreed upon or, if no term was agreed upon, within a period of eight days, of his acceptance of the reviewed price and, if the occasion arises, of the supplemental advance.

If the customer fails to accept in writing the reviewed price and/or the supplemental advance within the term agreed upon, the agreement shall be considered dissolved without judicial intervention, without prior notice of default and with immediate effect, without prejudice to the right of ATS NV to claim damages.

4. Execution of the agreement

4.1. Unless explicitly agreed otherwise, the execution of the agreement is not started until ATS NV receives the agreed advance payment.

Provided that ATS NV has received this advance payment, the execution of the agreement is started on the day determined in the order confirmation. Unless explicitly agreed otherwise, ATS NV can start the works maximum five working days sooner or later.

Unless explicitly agreed otherwise, the works are carried out from Monday to Friday between 07:00 a.m. and 5:00 p.m.

4.2. The furnishings and fittings of access roads and rooms are provided by the customer, at his expense and at his full responsibility. The customer is liable to inform ATS NV when these works are finished, to give ATS NV the opportunity to send its staff and to start the works in due time.

4.3. If the works are carried out with our personnel, our staff shall work completely independently. The customer undertakes not to give instructions or to supervise the personnel of ATS NV.

5. Periods of delivery or execution

5.1. The periods of delivery or execution start to run from the day on which the works are started.

Unless explicitly agreed otherwise, the indicated periods of delivery or execution have no binding effect. They are only given by way of information and the dates are approximate.

Even when explicitly agreed, the indicated periods of delivery or execution may be extended if ATS NV cannot start or continue the works or if the execution of the works is delayed for reasons beyond the control of ATS NV.

If an advance payment was agreed upon and if this advance payment is not made within the agreed term, ATS NV shall no longer be bound by the indicated periods of delivery or execution.

5.2. ATS shall only be liable to pay a compensation for delays in the delivery and/or the execution of the agreement if this was explicitly agreed upon in writing.

If the occasion arises, the penalty payable on account of delays shall under no circumstance exceed 2% of the agreed value of the delayed works.

5.3. If no periods of delivery or execution were agreed, ATS NV shall only be liable to execute the agreement within a reasonable period.

6. Completion

6.1. The customer is liable to examine all materials and goods delivered and/or all services rendered immediately following their (provisional) completion in order to detect visible defects. In the event of visible defects, ATS NV must be notified in writing without delay and in any case within eight days following the discovery of visible defects.

The customer is also liable to notify ATS NV in writing of all complaints with regard to hidden defects. ATS must be informed without delay and in any case within eight days following the detection of hidden defects.

Finally, the customer is liable to notify ATS NV in writing of all complaints with regard to invoices within eight days following the date of invoice.

After those periods have expired, any defects or invoices sent to the customer shall be deemed to be accepted by the customer and ATS shall no longer be obliged to take complaints or contestations into account. Complaints or contestations formulated after the expiry of the above-mentioned periods are examined and/or handled under reservation of all rights and never imply their acceptance by ATS NV.

6.2. Completion takes place at the risk of the customer, who undertakes to take out insurance against possible risks.

6.3. Unless explicitly agreed otherwise, the customer shall pay any costs resulting from technical inspections by external services that are prescribed by law or that are requested by the customer.

7. Terms of payment

7.1. Unless explicitly agreed otherwise, all invoices are payable at the registered office of ATS NV.

Unless explicitly agreed otherwise in writing, payment is made either in cash against receipt or by bank transfer into the financial account indicated. In the latter case payment is deemed to have been made from the moment that the above-mentioned account is credited with the amount due.

7.2. Unless explicitly stipulated otherwise in writing, the agreed price must be paid as follows:

- an advance sum of 30% of the agreed price is to be paid at the time the works are ordered, in accordance with the invoice delivered at the time of order confirmation;
- an advance sum of 10% of the agreed price is to be paid at the start of the works, in accordance with the invoice delivered at that time;
- the balance is to be paid in accordance with the invoices delivered according to the progress of the works.

If the delivery or the execution of the works is postponed at the customer's request and with the explicit consent of ATS, the customer shall still be liable to pay the agreed advance sum on the agreed date.

7.3. All invoices are payable within thirty days from the date of invoice, unless explicitly stipulated otherwise in writing.

7.4. In case of delayed payment the defaulting party shall be liable to pay to the other party, by operation of law and without prior notice of default:

1. moratory interests from the day the invoice became due until the day of actual full payment, at an interest rate as laid down in the Act on delayed payments in commercial transactions;

2. on top of that a compensation for all collection costs resulting from the delayed payment, with a minimum of 10% of the principal sum or the unpaid balance. This amount shall never be less than € 500.00.

7.5. As long as all amounts owed to the seller, of any nature and for any reason, have not been paid in a timely manner and in full (principal amount, possible interests, damages and possible legal expenses) by the customer, the seller has the right, including after concurrence, to invoke offsetting of the amounts owed to each other by the parties, for any reason and of any nature, up to the smallest amount

8. Guarantees

8.1. Delivered goods and materials remain the property of ATS NV until full payment of the price of the relevant agreement and until the customer has met all his obligations under that agreement. This does not change the fact that the risk of damage or loss of the goods or materials passes to the buyer from the moment of delivery or from the moment the goods or materials arrive at the site.

8.2. If ATS NV has any doubts about the solvency of the customer as a result of court decisions or any other provable event casting doubts upon the fulfilment of the customer's obligations or making it impossible for the customer to fulfil his obligations, ATS NV shall have the right to demand appropriate (additional) bank guarantees from the customer. In the meantime ATS NV shall have the right to suspend the fulfilment of all its obligations.

If the customer fails to provide guarantees within a reasonable period of maximum eight days, ATS NV shall have the right to declare the agreement dissolved by operation of law, without prior notice of default and with immediate effect, without prejudice to the right of ATS NV to claim damages.

The same goes if the customer fails to pay an invoice relating to the present agreement or to any other agreement on the agreed date, and this provision remains effective until ATS NV receives payment of all outstanding invoices and/or balances.

The drawing and/or the acceptance of bills of exchange or other negotiable instruments does not imply novation and does not constitute any derogation from the present terms and conditions.

9. Liability and warranty

9.1. Unless explicitly agreed otherwise, a one-year warranty is provided for all delivered materials and for all services rendered, counting from the date of provisional completion. The warranty is limited to a period of six months from the date of provisional completion if the delivered materials and/or installations are in operation night and day.

9.2. If the customer stipulates the use of materials of a specific quality, origin or type or a specific process of execution, ATS NV provides no warranty for those materials and/or works and ATS NV shall be relieved of any liability with regard to the damage caused (in part) by this choice of material or process.

9.3. The liability of ATS only extends to the subject of the agreement and is therefore limited to repairing the damage directly resulting from the faulty execution of the agreement. ATS NV can choose to replace, repair or reimburse the defective part.

In the event of any failure on the part of ATS NV, the customer undertakes to authorize ATS NV to remedy this failure itself within a reasonable period of minimum fifteen days, before asserting any other claims.

If ATS NV reimburses one or more defective parts, the amount reimbursed shall not exceed the price which the customer paid for the part or parts in question.

Unless explicitly agreed otherwise, working hours and relocation costs are not covered by the guarantee.

9.4. Under no circumstance can indirect damages such as commercial or financial losses, the increase in general expenses, the loss of expected profits, clientele or savings or expenses caused by contestations from third parties, give

rise to compensation, even if ATS NV was informed in advance of the possible occurrence of such damages.

9.5. The total indemnification which ATS NV might be liable to pay shall not exceed the amounts paid by the customer in pursuance of the agreement, without prejudice to the amounts that might be paid within the framework of an insurance policy subscribed by ATS NV.

Under no circumstance shall ATS NV be liable to pay a higher amount than the amount covered by the insurance policies taken out by ATS NV, including any franchises.

9.6. ATS NV shall not be liable for any delays or shortcomings in the fulfilment of its obligations under the agreement if those delays or shortcomings were caused by circumstances of force major. The term 'force major' refers to all events beyond the control of the contracting parties, e.g. war, revolt, fire, epidemic, government measures, late deliveries by the supplier, strikes among suppliers or subcontractors, bankruptcy of suppliers or subcontractors, shortage of manpower, shortage of fuel, destruction of machines or goods, etc.

10. Modification, termination and dissolution of the agreement

10.1. The agreement can be modified only on the basis of an explicit written proposal, which must explicitly be accepted in writing.

Every party has the right to terminate the agreement with immediate effect, if the occasion arises.

Every party has the right to declare the agreement dissolved by operation of law, without prior notice of default and with immediate effect if the other party seriously fails to meet its obligations and fails to remedy this situation or to put an end to it within a period of 15 days following the receipt of a written warning, except in case of force major.

10.2. If a modification of the agreement, which was expressly accepted by ATS NV, leads to a decrease in price, the customer shall be liable to pay a fixed and non-reducible compensation amounting to 10% of the decrease in price.

If the customer terminates the agreement or if the agreement is dissolved as a result of the customer's failure to meet his obligations before the start of execution of the works, the customer shall be liable to pay a fixed and non-reducible compensation amounting to 30% of the agreed price.

If the customer terminates the agreement or if the agreement is dissolved as a result of the customer's failure to meet his obligations after ATS has started its execution, the customer shall be liable to pay a fixed and non-reducible compensation equaling the amount of the advance sums invoiced at the time of termination or dissolution, with a minimum of 30% of the total price.

If the agreement is terminated by ATS NV or if it is dissolved as a result of ATS NV's failure to meet its obligations, ATS NV shall be liable to pay a compensation to the customer, equaling the amount of the actual proven damage suffered, without prejudice to the application of the provisions of article 9 of the present general terms and conditions.

10.3. Any compensations that remain unpaid within a period of 15 days counting from the first request to that effect are governed by art. 7.4. of the present general terms and conditions.

11. Applicable law

All agreements concluded with ATS NV are governed exclusively by Belgian material law, even if the customer has a different nationality and/or if the agreement is to be executed in a country other than Belgium.

12. Interpretation of the agreement

In the event that one of the clauses of the agreement is invalid or not enforceable, this clause shall be interpreted in the way that is the most consistent with the current phrasing and that makes it valid and/or enforceable.

13. Jurisdiction

In case of dispute, the courts and, if the occasion arises, the Justice of the Peace Court of the place where ATS NV has its registered office shall have exclusive jurisdiction.