

- GENERAL CONDITIONS OF SALE OF PRODUCTS AND PROVISION OF SERVICES -

Definitions and scope

The general conditions of sale of products and provision of services, hereinafter referred to as "*general conditions*» are applicable to all orders placed with 13.8 COMPOSITES srl, whose registered office is at meusegemstraat 22 in 1861 Wolvertem, registered with the Banque Carrefour des Entreprises under number BE0845.460.413, hereinafter referred to as "*the provider*» Where "*seller*".

These general conditions form the contract binding the seller/service provider and the customer. The seller/service provider and the customer are hereinafter commonly referred to as "*the parts*".

The "*customer*» is any natural or legal person who orders products and/or services from the seller/service provider.

The "*consumer*» is the customer, natural person, who acts for purposes that do not fall within the scope of his commercial, industrial, craft or liberal activity.

These general terms and conditions alone are applicable. In any case, they exclude the general or specific conditions of the customer that the seller/service provider has not expressly accepted in writing.

The general conditions are freely accessible at any time on the website of the seller/provider: www.13point8composites.com, so that by placing an order with him, the customer declares to have read these general conditions and confirms his acceptance to them. related rights and obligations.

The seller/service provider reserves the right to modify these general conditions at any time and without prior notification, subject to posting these modifications on its website. These changes will apply to all orders for product(s) and/or service(s) placed subsequently.

Offer and order

To place an order, the customer chooses the product(s) and/or service(s) he wishes to order by surfing the seller's/service provider's website, indicates the contact details requested of him, checks the accuracy of the order, and then makes the payment of his order.

After having received confirmation of the payment of the order by the banking institution, the seller/service provider sends the customer a summary of his order, including in particular the number of his order, the products and/or services ordered as well as their price, the present terms and conditions or a link to them, together with an indication of the likely completion time of the order.

The seller/service provider reserves the right to suspend, cancel or refuse a customer's order, in particular in the event that the data communicated by the customer proves to be manifestly erroneous or incomplete or when there is a dispute relating payment for a previous order.

In the event of cancellation of the order by the customer after its acceptance by the seller/service provider, for any reason whatsoever, except in the case of force majeure, an amount equivalent to 30% of the price of the order will be acquired by the seller/ service provider and invoiced to the customer, as damages.

Price

The price of the products and/or services is indicated in euros, all taxes included.

Any increase in VAT (Value Added Tax) or any new tax imposed between the time of the order and that of delivery and/or performance will be automatically charged to the customer.

Any delivery costs are not included in the price indicated, but are calculated separately, during the ordering process, according to the mode and place of delivery as well as the number of products ordered.

Time limit

Unless otherwise expressly agreed in writing by the seller/service provider, the delivery and/or performance deadlines mentioned in the special conditions are not strict deadlines. The liability of the seller/service provider can only be engaged if the delay is significant and if it is attributable to him due to his gross negligence.

The customer may not invoke delivery and/or performance deadlines to request the termination of the contract, claim damages or assert any other claim, unless otherwise stipulated in writing and expressly accepted by the seller/service provider.

In the event of a delay exceeding the period of thirty working days, the customer must send a formal notice by registered mail to the seller/service provider, who will then be able to benefit from 50% of the prescribed time to deliver the product(s) ordered. and/or perform the services ordered.

Retention of title

The seller remains the owner of the products ordered until their complete payment.

The right of ownership of the products is transmitted to the customer only after the collection or delivery of the articles and after full payment of the order. Notwithstanding article 1583 of the Civil Code, the items sold, delivered or installed remain the exclusive property of the seller until full payment of the invoice. As long as payment of the sale price has not been made, the customer is prohibited from pawning the items, offering them, or even using them as security in any way whatsoever. It is expressly forbidden for the customer to modify these articles, to make them real estate by incorporation or by destination, to sell them or to dispose of them in any way whatsoever.

As long as the seller has the property rights to the goods delivered, in accordance with the provisions of this article, the customer will remain responsible for maintaining these products in good condition. During this period, only the customer can be held responsible for any loss or damage to the products. If necessary, the customer undertakes to insure the products against all risks. The customer also undertakes to store the products in such a way that they cannot

be confused with other products and that they can at all times be recognized as being the property of the seller.

Right to retract

In accordance with article VI.47 of the Code of Economic Law, the consumer who remotely orders products and/or services from the seller/service provider has a period of 14 calendar days from the date, for the products, of the day of the delivery of the products or the notification of their availability at the planned collection point, to notify the seller that he is renouncing the purchase, without penalties and without giving reasons.

For services, the period of 14 calendar days begins to run from the day of the conclusion of the contract, that is to say the day on which the consumer has received the summary of his order, in particular by email.

When this period expires on a Saturday, Sunday or public holiday, it is extended to the next working day.

The consumer can notify his wish to cancel the purchase, by means of the withdrawal form posted on the website of the seller/provider, by means of the form sent with the order form or available on the FPS Economy website, SMEs, Middle Classes and Energy: economie.fgov.be, or by an unambiguous statement setting out its decision to withdraw from the contract.

The consumer must return the product(s) for the purchase of which he has renounced in perfect condition in his/their original packaging.

Only the direct cost of return will be the sole responsibility of the consumer.

The seller/service provider will return the amount paid as soon as possible and at the latest within 14 days of the reshipment of the products.

The consumer who opens or uses a product before the expiry of the withdrawal period is deemed to have waived the exercise of his right of withdrawal relating to this product.

The consumer who expressly accepts that the service ordered be performed before the expiry of the 14-day period and acknowledges that this performance will cause him to lose his right of withdrawal, will no longer be able to exercise this right, in accordance with Article 53 of Book VI. of the Code of Economic Law.

Similarly, the consumer will not be able to exercise the right of withdrawal if he finds himself in the case of one of the other exceptions referred to in article 53 of book VI of the Code of economic law, in particular in the case of the supply of goods made to the consumer's specifications or clearly personalized.

Cancellation of the order

The customer who does not meet the conditions to benefit from the right of withdrawal described in the previous article of these conditions and who wishes to terminate his order informs the seller / service provider who will indicate the steps to follow.

Any deposit paid by the customer to the seller/service provider will not be refunded. If no deposit has been paid, the seller/service provider may claim from the customer a termination indemnity equivalent to 30% of the price of the products and/or services whose order has been canceled by the customer.

Delivery and/or fulfillment of the order

The delivery and/or performance times indicated by the seller/service provider are provided for information only and do not bind the seller/service provider. A delay in the delivery and/or the execution of the order cannot therefore in any case give rise to any compensation, termination of the contract, suspension of the customer's obligations, nor to the payment of damages.

The order is only delivered to the customer or executed after full payment. The transfer of ownership and the burden of risk takes place when the order is fully paid for. The customer is therefore informed of the fact that he alone bears the burden of the risks associated with the delivery.

Availability

The products offered for sale by the seller are within the limits of available stocks.

In case of unavailability of one or more product(s) after the payment of the order, the seller undertakes to inform the customer as soon as possible and to give him the choice between a refund, a modification of his order or a postponed delivery at the end of the stock shortage of the product(s) concerned.

Receipt of the order and complaint

The customer is required to check the apparent good condition as well as the conformity of the products delivered to him or that he collects at the planned collection point with the products he has ordered.

Any complaints must be made in writing, within 30 days of delivery of the order or notification of its availability at the planned collection point. Otherwise, they cannot be taken into account and the customer will be deemed to have definitively received the order.

Any complaints relating to the services provided by the service provider must be made in writing, within 30 days of the occurrence of the event giving rise to the complaint. Otherwise, they cannot be taken into account.

If a complaint proves to be justified, the seller/service provider will have the choice between replacing or refunding the price of the products and/or services concerned.

Intellectual property

The information, logos, designs, brands, models, slogans, graphic charters, etc., accessible through the website or the catalog of the seller/provider are protected by intellectual property law.

Unless expressly agreed otherwise in advance, the customer is not authorized to modify, reproduce, rent, borrow, sell, distribute or create derivative works based in whole or in part on the

elements present on the website or the catalog of the seller/provider.

Unless expressly waived, the agreed price therefore does not include any transfer of intellectual and/or industrial property rights for any reason whatsoever.

Warranties

◦ Legal guarantee for all customers

In accordance with articles 1641 to 1643 of the Civil Code, the seller is required to guarantee the products against hidden defects which render the products unfit for the use for which they are intended, or which reduce this use so much that the customer would not have acquired them. or would have paid less if he had known them.

In the event of finding a hidden defect, the customer must act promptly, in accordance with article 1648 of the Civil Code, and will have the choice between returning the product affected by a hidden defect against a total refund, or keep against a partial refund.

The seller is not required to guarantee the products against visible defects, of which the customer could or should have become aware at the time of purchase. Similarly, the seller is only required to guarantee the products against hidden defects of which he was aware at the time of the sale, and of which he refrained from informing the customer.

Only the invoice, the receipt or the purchase order are valid as guarantee certificates for the customer vis-à-vis the seller. These documents must be kept by the client and presented in their original version.

◦ Additional legal guarantee for customers with consumer status

Pursuant to Section 1649 *fourth* of the Civil Code, the customer who has the quality of consumer also has a legal guarantee of two years for all the defects of conformity which existed at the time of the delivery of the product and which appeared within a period of two years from this one.

This warranty includes the repair or replacement of the defective product, at no cost to the consumer.

However, if this repair or replacement proves impossible, disproportionate for the seller or would cause serious inconvenience to the consumer, an appropriate reduction or refund may be offered to the consumer. The seller and the customer may agree to a refund only if the defective products are returned by the latter.

In the event that spare parts or specific accessories necessary for the repair of the product are no longer available from the manufacturer, the seller cannot be held responsible for the loss of the possibilities of use of the product.

The consumer is required to inform the seller of the existence of the lack of conformity, in writing, within a maximum period of two months from the day on which he noticed the defect, under penalty of forfeiture of his right to claim.

Only the invoice, the receipt or the purchase voucher are valid as certificates of guarantee for the

consumer vis-à-vis the seller. These documents must be kept by the consumer and presented in their original version. The warranty period begins on the date mentioned on these documents.

This warranty does not apply in the event that the failure results from misuse, external causes, poor maintenance, normal wear and tear phenomena or any use that does not comply with the manufacturer's instructions. or the seller.

In the event of damage, theft or loss of a product submitted for repair, the seller's liability shall in any case be limited to the selling price of the product.

The seller can in no way be held responsible for the loss or reproduction of data stored in or by electronic devices returned for repair.

° Guarantee as to the services provided

The service provider undertakes to carry out the provision of services in a responsible manner.

The customer benefits from a guarantee of conformity of the services provided in relation to the services initially requested. In the event of an anomaly detected during this period, the service provider will correct it free of charge and as soon as possible, provided that the anomalies detected have been duly reported to the service provider.

Are expressly excluded from the guarantee of conformity the services requested following an unauthorized intervention or modification, a handling error or non-compliant use by the customer, or further to an anomaly caused by an intervention by the customer or a third party.

The service provider declares that the results of the services which would be protected by intellectual property law constitute original creations. In the event that he has called on external contractors to perform all or part of the services, he declares that he has obtained all the rights and authorizations necessary to perform these services.

Consequently, the service provider guarantees the client against any action, complaint, allegation, claim or opposition on the part of any person invoking an intellectual or industrial property right, or an act of unfair competition, on all or part of the services provided.

Responsibility

General. The customer acknowledges and accepts that all the obligations for which the seller/service provider is liable are exclusively means and that he is only responsible for his fraud and his gross negligence.

In the event that the customer demonstrates the existence of a gross or willful fault on the part of the seller/service provider, the damage for which the customer can claim compensation includes only the material damage resulting directly from the fault attributed to the seller/service provider. excluding any other damage and may not, in any case, exceed 75% (excluding taxes) of the amount actually paid by the customer in execution of the order.

The client also acknowledges that the seller/service provider is not responsible for any

direct or indirect damage caused by the products delivered or the services provided, such as in particular loss of profit, increase in overheads, loss of customers, etc.

The seller/service provider is also not responsible in the event of communication of incorrect data by the customer, or in the event of an order placed in his name by a third party.

Finally, it is up to the customer to find out about any restrictions or customs duties imposed by his country concerning the products ordered. The seller cannot therefore be held responsible if the customer has to face any restriction or additional tax to pay because of the policy adopted by his country in this area.

Materials. If the customer imposes on the seller a process or materials of a given quality, origin or type, and this despite the seller's written and reasoned reservations, the latter is released from all liability for defects resulting from the choice of the said process or said materials.

Internet and new technologies

The customer acknowledges the restrictions and risks associated with the use of the internet or any other means by which the website is currently or will in the future be made available. The customer also acknowledges the risks of storing and transmitting information digitally or electronically.

The customer accepts that the seller/service provider cannot be held responsible for any damage caused by the use of the website (as well as any applications) of the seller/service provider or the Internet, following the aforementioned risks.

The customer also accepts that the electronic communications exchanged and the backups made by the seller/service provider may serve as proof.

Miscellaneous

Force majeure or fortuitous event. The seller/service provider cannot be held liable, both contractually and extra-contractually, in the event of non-performance, temporary or definitive, of its obligations when this non-performance results from a case of force majeure or fortuitous event.

In particular, the following events will be considered as cases of force majeure or fortuitous events: 1) the total or partial loss or destruction of the vendor's/service provider's computer system or its database when one or other of these events cannot reasonably be attributed directly to the vendor/service provider and it has not been demonstrated that the service provider/vendor failed to take reasonable measures to prevent any of these events, 2) tremors 3) fires, 4) floods, 5) epidemics, 6) acts of war or terrorism, 7) strikes, declared or not, 8) lockouts, 9) blockades, 10) insurrections and riots, 11) an interruption in the supply of energy (such as electricity), 12) a failure of the Internet network or the data storage system, 13) a failure of the telecommunications network, 14) a loss of connectivity to the Internet network or the telecommunications network on which the seller/provider depends, 15) a fact or a decision of a third party when this decision affects the proper execution of this contract or 16) any other cause beyond the reasonable control of the seller/provider.

Lack of foresight. If, due to circumstances beyond the control of the seller/service provider, the performance of its obligations cannot be continued or is simply made more onerous or difficult, the seller/service provider and the customer undertake to negotiate in good faith and honestly an adaptation of the contractual conditions within a reasonable time with a view to restoring the balance. Failing agreement within a reasonable time, each of the parties may invoke the termination of the contractual relationship between them without compensation or indemnity of any kind whatsoever.

Termination of the contract. In the event of insolvency of the customer or in the event of unpaid debts, even within the framework of previous contracts between the customer and the seller/provider, the latter is entitled to suspend the performance of its obligations until full reimbursement by the customer of any unpaid debt owed to the seller/provider.

In the event of non-performance of its obligations by the client, the seller/service provider may terminate the contract solely at the fault of the client without delay or compensation and, if necessary, may claim payment of damages and interest from him by any legal means.

Illegality. The possible illegality or nullity of an article, a paragraph or a provision (or part of an article, a paragraph or a provision) cannot affect in any way the legality of the other articles, paragraphs or provisions of these terms and conditions, nor the rest of this article, paragraph or provision, unless a contrary intention is evident in the text.

Securities. The headings used in these terms and conditions are for reference and convenience only. They in no way affect the meaning or scope of the provisions they designate.

No Waiver. Inertia, negligence or delay by a party to exercise any right or remedy under these terms and conditions shall in no way be construed as a waiver of such right or remedy.

Applicable Law and Jurisdiction

These general conditions are subject to Belgian law.

In the event of a dispute relating to the validity, interpretation, execution or termination of these general conditions, the parties undertake to resort to mediation before any other method of conflict resolution.

The parties therefore appoint a mediator approved by the Federal Mediation Commission (Bd Simon Bolivar, 30 (WTC III) at 1000 Brussels -<https://www.cfm-fbc.be/fr>) by mutual agreement or entrust a third party with this designation.

Once the mediator has been appointed, the parties define among themselves, with the help of the mediator, the terms of organization of the mediation and the duration of the process.

Each of the parties may end the mediation at any time, without prejudice to it.

If mediation fails, only the courts of the judicial district of Brussels will be competent.