

General Conditions Medibel and Clause on Retention of title

Identification of the company: Medibel NV, Tuinwijkstraat 65/1, 1930 Zaventem and registered in the Crossroads Bank for Enterprises under number 0403.181.686 ("**Medibel**" or "**company**").

1. – Price quotations are purely indicative and are to be considered as an invitation to order/to conclude a contract and shall not be binding for Medibel. To bind our company, each order/contract must be confirmed in writing.

All tenders, quotes and/or contracts with Medibel in respect of the supply of goods and/or services shall be governed exclusively by these terms and conditions of Medibel. Unless proven to the contrary, the buyer accepts these terms and conditions, if not explicitly, implicitly by accepting an offer or paying an invoice.

The parties agree that the buyer's general terms and conditions (in the broadest sense) shall not apply to the contract, unless they are explicitly accepted by Medibel. In the event of a conflict between provisions, these terms and conditions shall prevail. The buyer waives its own clauses limiting or excluding the application of these terms and conditions to the contrary. Therefore, there will be no mutual waiver of conditions.

2. – The delivery period is indicative and not subject to an obligation of result. We shall take the necessary measures to ensure to meet the delivery period and do not take any delay penalties.

3. – A delay in the delivery shall under no circumstances give rise to the cancellation of the order/contract.

4. – The delivery of goods (as well as the transfer of risk of loss or damage) shall take place in accordance with Incoterm 2020 FCA ("Free Carrier") by default if nothing is agreed between parties.

5. - Any complaint, to be valid, must be made in writing and should at least within 5 calendar days following the receipt of the goods be submitted to our company by registered letter to Tuinwijkstraat 65/1, 1930 Zaventem or by email at Medbel.Quality@Medibel.com and Medibel.Ops@Medibel.com. In order to facilitate an effective investigation the complaint must contain relevant information such as (without being limitative): your name, contact details, order number and a clear description of the issue.

6. – Unless otherwise provided, all invoices shall be paid according to the payment terms agreed between parties. In the absence of an agreement on payment terms, all invoices are payable within 30 calendar days from the date of invoice. All invoices must be paid by bank transfer on the bank account as stated on the invoice of the delivered goods. The buyer agrees that all invoices must be paid in the currency as specified in the invoice. In the event parties agree to pay in a currency, other than mentioned on the invoice, the buyer shall bear the exchange rate risk.

7. – All prices are exclusive of VAT, packaging and handling costs and any other government-imposed taxes and levies. Unless otherwise agreed, transport costs and shipping costs shall be governed by the incoterm 2020 FCA ("Free carrier") by default if nothing is agreed between parties.

8. - Any amount remaining unpaid at its due date, by operation of law and without further notice of default shall be subject to a default interest rate equal to the Euribor interest rate then prevailing plus 5%, with a minimum of the legal interest rate applicable in business transactions per year, calculated from the due date until the date of payment.

9. - In case of non-payment on the due date, we are entitled to claim damages for an amount of 10% on the outstanding principal balance, with a minimum of 250 EUR at title of lump-sum and without prejudice to the right to prove and claim higher damages and compensation for legal and execution costs.

10. – In the event of the non-payment on the due date of a single invoice, all debts/invoices not yet due shall by right and automatically become immediately claimable and payable.

11. – In the event the buyer fails to perform its obligations, we may proceed to terminate the order/contract, without prejudice to our right to claim compensation for all damages and interest.

12. – In the event the creditworthiness of the buyer is affected by acts of judicial execution against the buyer and/or assignable other events, which undermine confidence in the good performance of the buyer's obligations and/or making the performances impossible, we reserve the right, even if the goods have already been shipped in whole or in part, to suspend all or part of the order/contract and to demand suitable guarantees from the buyer. If the buyer refuses to respond, we reserve the right to cancel the order/contract in whole or in part. All without prejudice to our right to claim compensation for all damages and interest.

13. RETENTION OF TITLE

The goods remain our property until full payment of price. All risks are borne by the buyer. Any paid deposits remain acquired as compensation for potential losses upon resale. Medibel is permitted to recover unpaid goods on the due date without the buyer's prior consent. The buyer herewith assigns to us all claims resulting from a resale of goods (processed or not) hereunder or in the future up to the amount of payment in full.

14. – The acceptance of bills of exchange or other negotiable documents, does not imply renewal of debt and does not constitute a waiver of these terms and conditions.

15. – Medibel cannot be held liable for any (indirect) damages, such as but not limited to, financial and commercial losses, loss of profits, increase of general costs, interruption of the planning, loss of the expected profit, capital, clients, etc, except for direct damages as a result of its intentional act or omission, its gross negligence or the non-performance of its essential obligations. The maximum aggregate liability of Medibel, specifically pertaining to an invoice or delivery, shall not exceed the total amount invoiced, as stated in the invoice or delivery note.

16. – Medibel shall not be bound to fulfill any obligation hindered by force majeure and/or imprevision (*hardship/imprevisieeler/théorie de l'imprévision*). In the event of imprevision, Medibel shall have the right to require the parties to negotiate, with good faith, alternative equitable clauses that remedy the imprevision.

- Force majeure is the situation in which performance by Medibel is prevented in whole or in part, temporarily or otherwise, by circumstances beyond the reasonable control of Medibel, including but not limited to natural disasters, war, government actions, strikes, pandemic or weather conditions such as hurricanes, floods or other crop-damaging occurrences that severely affect the availability of resources.
- Imprevisión is any change of circumstances, beyond the reasonable control of Medibel, that severely interferes with the performance of Medibel and/or gives rise to disproportionate damage to its interests. No unforeseeable, unaccountable and/or unavoidable character has to be proven in the case of force majeure or imprevisión.

Medibel shall notify the buyer in the event of force majeure or imprevisión within a reasonable time.

In case of force majeure or imprevisión longer than three (3) months, consecutively, Medibel shall be entitled to request the cancellation of the agreement or to invoke it itself without liability and without obligation to pay any damages. Similarly, in the event of force majeure on the part of the buyer, longer than three (3) months, consecutively, the buyer shall be entitled to request the cancellation of the agreement without liability and without duty to pay any damages.

17. – These terms and conditions are governed by Belgian law. All disputes arising from or relating to these terms and conditions shall fall under the exclusive jurisdiction of the competent courts of Brussels.