

## General Terms of Sale – Business

applicable from 2 October 2024

This document contains the General Terms of Sale for the provision of Services and/or Products by Supplier to Customer. These General Terms of Sale apply to all Agreements and to all (legal) acts between Supplier and the Customer, even if those (legal) acts should not lead to, or are not related to, an Agreement. Notwithstanding the applicability of Supplier's Terms of Use, and unless expressly agreed otherwise in writing or electronically, the applicability of other general terms and conditions is excluded.

In the event of any conflict between the text of the Website, advertisements or any other expression of Supplier and these General Terms of Sale, the General Terms of Sale shall prevail. The Agreement to which these General Terms of Sale apply may contain provisions that differ from these General Terms of Sale. In such cases, the provisions of the Agreement shall apply.

The conclusion of an Agreement with the Supplier implies the integral perusal as well as the full and unconditional acceptance of the General Terms of Sale.

### 1. Definitions

In these General Terms of Sale, capitalized terms are defined as follows:

**Agreement:** the agreement between the Customer and Supplier consisting of the General Terms of Sale, as well as the Form and/or any other provision or expression legally applicable to the legal relationship between the Parties in accordance with the General Terms of Sale;

**Customer:** the natural person or legal entity with whom Supplier concludes or wishes to conclude the Agreement, or for whom Supplier makes an offer or performs a delivery or performance, as well as his legal successor(s);

**Form:** electronic document specifying the Service or Product and/or placing an order for the Service or Product or ordering or reserving the Service or Product;

**General Terms of Sale:** these terms and conditions;

**Party:** each Party to the Agreement;

**Product:** any item, or product that according to generally accepted practices is considered to be its equivalent, offered, to be delivered or delivered by Supplier pursuant to the Agreement, including software;

**Service:** any activity to be performed by Supplier on the basis of the Agreement as well as all materials and results produced therefrom that are intended for the Customer;

**Supplier:** the entity which makes Products and/or Services available via the Website or provides information about them, or with whom the Customer has concluded an Agreement in respect of those Products and/or Services, namely Dustin Belgium N.V., established at Nieuwlandlaan 111/203, 3200 Aarschot and registered with the Crossroads Bank for Enterprises under company number 0841.648.610, or its legal successor(s);

**Website:** the website of Supplier: [www.dustin.be](http://www.dustin.be), or a successor site.

### 2. Changes and additions

2.1. Changes or additions to any provision in an Agreement and/or the General Terms of Sale are only valid if they are agreed in writing and/or electronically and shall serve as proof thereof.

### 3. Communication

3.1. Any communication between Supplier and the Customer may take place electronically, except insofar as the General Terms of Sale and/or the Agreement and/or the law states otherwise.

3.2. The version of the communication in question stored by Supplier shall serve as proof thereof, unless proven otherwise by the Customer.

3.3. Electronic communications shall be deemed to have been received on the day of dispatch, unless proven otherwise by the recipient. If the communication has not been received as a result of delivery and/or accessibility problems with regard to the Customer's email box, this is at the risk of the Customer.

### 4. Offer

4.1. Any statements by the Supplier, including images, drawings, quotations of capacities, specifications, schedules, prices, price lists, material lists, brochures and other information on the

## General Terms of Sale – Business

applicable from 2 October 2024

Website relating to Services and/or Products are indicative and apply only as an invitation to make an offer.

4.2. Each Agreement is entered into under the suspensive condition of sufficient availability of the relevant Products and/or Services.

### 5. Formation of the Agreement

5.1. Orders placed with the Customer's account are deemed to have been placed by the Customer and are binding.

5.2. The Agreement is concluded by Supplier's confirmation of the Customer's order, or by the start of the execution of the order by Supplier. Confirmation can be made electronically (e.g. via the Website, the Form, by e-mail or SMS or similar technologies) or, if agreed, in writing (by fax or letter). The order confirmation is deemed to reflect the Agreement correctly and completely, unless the Customer objects to the order confirmation in writing or electronically within three business days of receipt of the order confirmation.

5.3. Supplier has the right to attach conditions to the execution of an order, such as requesting a deposit or advance payment, or other security, and may refuse an order from the Customer without giving reasons.

5.4. As long as the Supplier has not received a credit limit from the Customer, deliveries will only be made against prepayment of the invoice.

### 6. Prices and payment

6.1. The Customer shall pay the price stated in the Agreement for the Products or Services. Payment is made in the manner indicated by Supplier in the Form or elsewhere on the Website, without prejudice to the provisions of Article 5.3

6.2. Prices are in EUR and exclude VAT, other government levies and shipping costs. Supplier is entitled to change the prices stated on the Website and in advertising without prior notification.

6.3. The price stated in the Form is binding, unless between the time of the order and the time of delivery there are circumstances that demonstrably change (increase/decrease) the objective cost price factors (being: changes in the prices of materials, changes in the prices of raw materials, changes in the prices of energy, changes in wage costs, changes in social charges, price changes at manufacturers, price changes in transport and scarcity in the market) of the ordered Products. In such case, Supplier shall be entitled to change (increase/decrease) the prices accordingly but only up to an amount not exceeding 80% of the final price. Such a price change shall be notified by the Supplier to the Customer, after which the Customer shall have the right to dissolve the Agreement without respecting a notice period or paying a compensation in lieu of notice provided notice is given by registered letter to the Supplier within 8 working days after the Customer was informed of the price change.

6.4. If the Customer has opted for payment against invoice and Supplier offers such possibility, the Customer must pay within 10 days of receipt of the invoice on Supplier's bank account, unless another term is stated on the invoice. Invoices sent by post are deemed to have been received within 2 days after postmark by Customers in the Benelux and within 5 days after postmark for Customers in other countries, unless proven otherwise by the recipient.

6.5. Unless expressly agreed otherwise in writing, payment will be made without set-off or suspension for any reason whatsoever.

6.6. In the event of late payment, Supplier reserve the right to take the following actions: (1) without being required to give notice of default or notice, to charge the statutory commercial interest rate on the full amount due from the date on which payment should have been made until the date on which the amount due was received by Supplier, plus a surcharge of 3% on an annual basis; and (2) after notice of default, to transfer the claim for collection to a third party. The Customer shall reimburse all costs incurred by Supplier and such third party in order to collect the amount owed, including costs of legal assistance, legal costs and extrajudicial costs, with a minimum of € 175 excluding VAT, or if this is higher, a minimum of 10% of the outstanding sum. A notice of default may be sent electronically if the Customer has opted for electronic payment or payment has taken place after receipt of an electronic order confirmation.

6.7. Amounts paid by the Customer shall be allocated first and foremost to settle the interest and/or (collection) costs due and then to settle the oldest outstanding invoices.

## General Terms of Sale – Business

applicable from 2 October 2024

### 7. Retention of title

7.1. All Products delivered by the Supplier shall remain the property of the Supplier or its suppliers until the amount due under the Agreement in respect of such Products has been paid in full, including any interest, costs and any damage clause due. Nevertheless, the risks of inter alia loss, damage or destruction of such Products shall be borne in full by the Customer as from delivery to the Customer.

7.2. The Customer is obliged to keep the delivered Products of which the ownership resides in Supplier separately or otherwise stored individually.

7.3. The Customer is obliged to insure and keep the Products insured against fire, explosion and water damage and against theft and to make the policy of this insurance available for inspection at the request of Supplier.

7.4. This article 7 does not apply to Products supplied by Supplier electronically.

### 8. Delivery

8.1. All (delivery) terms mentioned by Supplier are given approximately and have been determined on the basis of data and circumstances that were known to Supplier when entering into the Agreement. Specified delivery times are estimates only. If a change in the data and/or circumstances, regardless of the foreseeability thereof, results in delay, the delivery date will be postponed accordingly, without prejudice to what is stipulated in the General Terms of Sale regarding force majeure.

8.2. Delay of delivery time specified by Supplier, for whatever reason, never entitles the Customer to compensation or non-fulfilment of any obligation under the relevant Agreement or a related agreement.

8.3. Cancellation of orders is only possible after written or electronic confirmation from Supplier. In case of cancellation, Supplier has the right to charge 25% of the agreed price of the Products; this is without prejudice to Supplier's right to claim damage suffered (e.g. lost profit).

8.4. The Customer undertakes to ensure physical presence at the time of the (partial) delivery of the order to receive the Products. The Products will be delivered on business days and during normal business hours. If the Customer is not able to receive the Product(s), additional costs may be charged to the Customer, including but not limited to shipping costs, administration costs and/or restocking costs. Articles 6.4 and 6.6 apply to the payment of such costs.

8.5. If Supplier keeps the Products in stock for the Customer, these Products shall be kept in stock free of charge for one month. If the Products have to be kept in stock for longer than one month, Supplier shall be entitled to charge a fee per month equal to the statutory commercial interest rate plus the cover for storage and insurance costs. The total costs shall be charged per month, based on the average stock value of the Customer.

### 9. Complaints

9.1. The Customer is obliged, after the Customer has satisfied itself that the delivered Product is the correct, to examine the Products for defects immediately after delivery. Any complaints regarding the delivered Products will only be processed by Supplier if they have been reported via the Website within eight (8) business days after delivery, stating the nature and basis of the defects and with reference to the number of the invoice or, failing this, the shipping note or order confirmation. If the Customer does not report the complaint in accordance with the General Terms of Sale, the Customer forfeits its right to make any claim regarding defects of the delivered goods.

9.2. In the event that Products delivered by the Supplier as part of the Agreement with the Customer should show defects, the Customer can only claim a repair, replacement or price reduction, at the Supplier's discretion, without the Customer being entitled to additional compensation except if the Customer can demonstrate the damage in an objective manner.

9.3. Complaints about invoices must be reported in writing or electronically within a period of eight (8) business days after the invoice date. If the Customer does not report the complaint in accordance with the General Terms of Sale, the Customer forfeits its right to make any claim regarding the invoice.

9.4. Minor deviations in the quality of the delivered Products, which are technically unavoidable or generally permitted in trade, cannot constitute grounds for complaints or for dissolution of the Agreement.

## General Terms of Sale – Business

applicable from 2 October 2024

9.5. Only if a situation as in paragraph 9.1 occurs, may Products that are complete, in unopened and undamaged condition and in their original packaging, without (printed) adhesive tape and without written text on the packaging be returned. The Customer is responsible for the condition of all Products returned. Except in the event of a mistake on the part of Supplier, the costs for return shipment shall be borne by the Customer and Supplier shall be entitled to charge a fee for handling the returned Products.

9.6. Only Demo Products (Products with an opened packaging, minor damage and/or repaired products) that prove to be defective on arrival may be returned. The conditions set out in paragraph 8.1 apply to such return. In such a case, the costs for return shipment are borne by Supplier.

### 10. Warranty

10.1 Warranty on Products is given by the manufacturer of the Product. Supplier gives no further warranties in excess of respective manufacturer's specified warranty terms.

10.2 The Customer is only entitled to a warranty vis-à-vis Supplier if and insofar as Supplier is still provided with a warranty by the Supplier's supplier or the manufacturer.

10.3 Any warranty obligation lapses if the Customer himself makes changes or repairs to the delivered good or has it carried out, or in the event of damage(s) that is not the result of normal use.

### 11. Liability

11.1 Supplier is never liable for any indirect damage caused to the Customer or third parties, including but not limited to, consequential damage, loss of turnover and profit, loss of data and immaterial damage, related to or arising from the Agreement or the use by the Customer of the Products or Services.

11.2 Without prejudice to the provisions of the Agreement, the total liability of the Supplier to the Customer (including liability for acts or omissions of employees, representatives or subcontractors of the Supplier and including price reductions, re-deliveries or anything similar) shall be limited to direct damages in the amount of the price actually paid for the relevant Products and/or Services under the Agreement during the past 12-month period.

11.3 Subject to the provisions of Article 9, the Customer indemnifies Supplier against all claims from third parties, for whatever reason, with regard to compensation for damage, costs or current interest payments, related to the Agreement, Products and/or Services.

11.4 Any claims that have arisen directly during delivery must be submitted by the Customer to the Supplier within 8 working days after delivery of the Products, failing which all claims on that account shall lapse.

11.5 Articles 11.1 and 11.2 do not apply if and insofar the damage in question was caused by intent or deliberate recklessness on the part of Supplier or its employees.

### 12. Force majeure

12.1 A Party is not obliged to fulfil one or more obligations, other than obligations to pay money, if it is prevented from doing so as a result of force majeure, and this for the duration of the force majeure situation. Force majeure also includes a non-attributable failure of engaged third parties or suppliers, as well as any situation over which the Party concerned cannot actually exercise (decisive) control, even if the cause was foreseeable.

12.2. As soon as it becomes clear that the force majeure situation will last longer than three (3) months, the other Party has the right to terminate this Agreement, without being liable for damages.

### 13. Default and termination

13.1 The Customer is deemed to be in default by operation of law and the (remaining) debt will be immediately due and payable in the event that: The Customer fails to fulfil any obligation under the Agreement, in particular payment, or fails to fulfil it on time; the Supplier has good grounds to fear that the Customer will fail to fulfil his obligations and the Customer does not comply with a written warning, stating those grounds, to declare his willingness to fulfil his obligations within a reasonable term set in that warning; The Customer files for bankruptcy, is declared bankrupt, proceeds to divest itself of its assets, or all or part of its assets are attached and this is not lifted within 10 days after the attachment; The Customer proceeds c. q decides to discontinue or transfer his company or an important part thereof, including the contribution of his company to a company to be incorporated or already existing, or proceeds or decides to change the objective of his company or

**General Terms of Sale – Business**

applicable from 2 October 2024

to dissolve it; Customer is a natural person and dies.

13.2 In the cases referred to in Article 13.1, Supplier is entitled without any obligation to pay compensation and without prejudice to its rights, such as rights with regard to costs or interest already due and the right to compensation, and without notice of default or judicial intervention being required for this:

(a) To dissolve the Agreement in whole or in part by a written communication to the Customer and/or;

(b) Demand immediately and in full any amount owed by the Customer to Supplier and/or;

(c) Invoke retention of title established under Article 7.

**14. Data protection**

14.1. The Supplier undertakes to treat all personal data it receives from the Customer in accordance with the legal obligations relating to the processing of personal data, including Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

14.2. If the Customer wishes more information regarding the Supplier's privacy policy, he or she may contact the Supplier by email ([info@dustin.com](mailto:info@dustin.com)) or consult the Supplier's privacy statement on the Website (<https://www.dustin.be/nl/gdpr/>).

**15. Governing law and disputes**

15.1 These General Terms of Sale and the Agreement shall be governed by Belgian law. The applicability of the Vienna Sales Convention 1980 (CISG) is expressly excluded.

15.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, or any breach, termination or invalidity thereof, shall be finally settled by the competent court in Brussels.

**16. Re-export**

16.1 The customer agrees not to sell, export, re-export, transfer, or otherwise dispose of any goods supplied under or in connection with this Agreement to any country, company, or individual that is subject to sanctions or export control restrictions imposed by the United Nations, European Union, United States, or any other applicable jurisdiction.

16.2 Specifically, the customer agrees not to sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus, or for use in the Russian Federation or Belarus, any goods, technology, services, or intellectual property rights supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

16.3 Customer agrees to notify Dustin immediately if they become aware of any potential or actual violation of this clause. The customer shall cooperate fully with Dustin in any investigation of such violations.

16.4 In the event of any breach of this clause, Dustin reserves the right to terminate any agreements with the customer immediately and without notice. The customer shall be liable for any damages, costs, or expenses incurred by Dustin as a result of such breach, including but not limited to legal fees and costs associated with regulatory investigations or enforcement actions.

**17. Miscellaneous**

17.1 The provisions in these General Terms of Sale and the Agreement jointly determine the legal relationship between the parties, replace all previously made agreements or statements by Supplier with regard to the subject matter of the Agreement and provide only evidence for this.

17.2 Except insofar as this would be unacceptable by standards of reasonableness and fairness, the wording will be decisive for the interpretation of the Agreement in the first instance. If the wording, also viewed in conjunction with each other, cannot lead to a reasonable explanation in the given circumstances, the reasonable (commercial) intentions of the parties will serve as a criterion in the explanation. Evidence to the contrary against unclear wording, as well as evidence directed at sources of explanation other than the parties' reasonable commercial intentions, is not permitted.

17.3 Supplier may engage third parties in the execution of the Agreement at its own discretion.

17.4 Supplier may transfer rights and obligations under the Agreement to third parties and shall inform the Customer thereof. If the transfer of obligations to a third party is not reasonably acceptable to the Customer, the Customer has the right to terminate the Agreement within five (5)

**General Terms of Sale – Business**

applicable from 2 October 2024

days after receipt of the relevant communication.

17.5 Should any provision in these General Terms of Sale or the Agreement, in the reasonable opinion of Supplier, be null and void or otherwise unenforceable, Supplier shall have the right to disapply the other content of the Agreement, except insofar as this would be unacceptable in the given circumstances according to standards of reasonableness and fairness.