

General terms and conditions - B2B / Version June 2024

1a. The present general terms and conditions apply to all companies belonging to the WINSOL group (hereinafter "Winsol"), subject to amendments expressly agreed upon by both parties in writing. Any applicable quotation conditions and special conditions shall take precedence over these general terms & conditions.

1b. The conclusion of a contract based on our quote is deemed to be a waiver by the customer of its own general and special terms and conditions. At no time will the customer/buyer be able to rely on tacit acceptance of its terms and conditions.

1c. Winsol reserves the right to amend its general and special terms and conditions at any time.

2b. For orders placed through the digital platform: The customer places its order through the digital platform of Winsol (Wincal, Winsolcom, ...). The customer will then receive an order confirmation which the customer must read within 48 hours in accordance with the provisions of the order confirmation itself. An order placed must be expressly accepted in writing by Winsol before it can be binding on Winsol, and is deemed to mean full consent on the part of the customer to the content of the order, the special terms and conditions and these general terms and conditions.

2c. For orders placed on the basis of an issued quote: All quotes are non-binding and are valid for the period stated in the quote. An order must be explicitly accepted by Winsol in writing before it can be binding on Winsol. Each order is deemed to mean full agreement on the part of the customer to the contents of the offer, the terms and conditions contained therein and these general terms and conditions.

3. Cancellation of the order by the customer must take place in writing, giving the reasons for the cancellation, and in accordance with the provisions provided on the order confirmation, and may be refused by Winsol at any time. In the event that an order is cancelled with due observance of the previous sentence, including part of an order, Winsol reserves the right to charge to the customer a flat-rate compensation of 25% of the value of the cancelled order, with a minimum of €500.00. In addition, all costs actually incurred shall be paid by the customer and the advances already paid shall have transferred definitively to Winsol, even if the amount of them exceeds the aforementioned costs, without prejudice to Winsol's right to compensation for higher proven damages, such as the cost of the goods already produced.

4a. The documents made available by Winsol are strictly confidential. They must not be reproduced or communicated, and no use may be made of them to the detriment of their author, who remains their owner. The calculations, designs, samples, models and drawings remain the sole property of Winsol. They must be returned, at no cost and in good condition, immediately on request. Plans used for a study will remain the property of Winsol.

4b. The customer shall at all times respect intellectual property rights (including confidential concepts, trade secrets, know-how, trademarks, drawings, designs, patents), registered or unregistered, and make all necessary efforts to protect those rights. The customer shall refrain from any acts that could be considered unfair commercial practices. The customer shall immediately notify Winsol of any infringement of its intellectual property rights. The customer shall provide the necessary cooperation to put an end to infringements of Winsol's intellectual property rights, or to obtain a court order to that effect.

4c. Any use of photos, commercial documentation or the logo of Winsol must be approved in advance.

4d. Documents, leaflets, brochures, catalogues, data on the website, etc. are purely informative and are not binding. The drawings, photos, texts, etc. they contain are therefore of a purely informative nature, and the customer cannot derive any rights from them.

5. The delivery, performance or departure dates are expressed in working days unless otherwise expressed in the order confirmation. The agreed deadlines are indicative and are provided purely for information purposes, unless otherwise agreed in writing. These deadlines will be respected as much as possible. Delays in delivery or execution do not entitle the customer to a penalty or compensation, nor can they entail cancellation or dissolution of the contract for that reason.

6a. Any event constituting an insurmountable obstacle to the normal performance of Winsol's obligations or which forces Winsol to temporarily or permanently halt our works will be considered a force majeure such as but not limited to accidents, wars and their consequences, weather conditions, strikes or lock-outs, fires, lack of raw materials or labour, production stoppages at suppliers, requisitions, changes in economic conditions that would result in, among other things, currency devaluations, changes to the customs regime, pandemics, epidemics, etc.

6b. Temporary suspension of works and/or production due to force majeure shall entail, ipso jure and without compensation, the extension of the initially set execution period by a period equal to the duration of the suspension, plus the time required to restart the work.

6c. If a case of force majeure makes delivery impossible, even temporarily, or impedes it to such an extent that it would have a noticeable impact on the conditions set, Winsol reserves the right at all times either to modify the agreement or to rescind it, without owing the customer any form of compensation.

6d. Winsol may at any time rely on facts that we attribute to the customer and which would cause us delay and/or a disadvantage, with a view to obtaining, where appropriate, an extension of the performance and/or production period, modification or termination of the agreement and/or compensation for damages.

7a. Currency fluctuations, increases in material prices, prices of auxiliary materials and raw materials, wages, salaries, social security contributions, government-imposed costs, levies and taxes, transport costs, import and export duties or insurance premiums, occurring between the order confirmation and the delivery, shall entitle Winsol to increase the agreed price proportionally, including in the event of an absolute flat rate.

7b. In the event of an absolute flat rate, we will also be able to provide proof of changes imposed by the customer (or the architect appointed by the customer) by legal means other than in writing. Such changes will be additionally invoiced to and payable by the customer. In order to be valid, the customer's notices concerning the execution of the works must be transmitted to us in writing.

8a. The customer must examine the goods for conformity, completeness and visible defects within 48 hours unless a different period has been stipulated in the *Conditions of After-Sales Service*, which can be consulted on Winsol's website or will be sent on request. If no written objection or reservation is received within the stipulated period, acceptance will be deemed to have occurred. Transport damage must also be registered within 48 hours of receiving the goods. Damage caused by transport must always be marked on the relevant CMR or delivery note and substantiated with photos. Any other case of product damage must be reported before installation. Within the aforementioned period, complaints must be duly substantiated by registered letter or via Extranet. If the customer has access to Extranet, its use is mandatory. No return of material will be accepted without our prior agreement.

In each case, the return must be sent back, bearing sufficient postage and packaged at the customer's expense, at the latest within one month of delivery.

8b. No complaints regarding visible defects of goods that have already been installed will be accepted unless said defects are only visible when the product is in use.

8c. Winsol cannot be held liable for (i) defects resulting from the unsuitability of materials made available or stipulated by the customer; (ii) defects resulting from injudicious use or negligence by/on the part of the customer or the customer's personnel; (iii) defects resulting from normal wear and tear, improper handling, excessive load, use of unsuitable operating resources, external influences or damage resulting from a force majeure situation;

8d. Any scratches and colour differences in the paintwork are considered visible defects, which should however be viewed from a certain distance from the Winsol product, i.e. 5 m for exterior paintwork and 3 m for interior paintwork, in accordance with the European Coating Standards. Minor colour differences never entitle the customer to demand the dissolution of the agreement, to refuse to take delivery and/or to refuse payment, or to receive any compensation or redress.

8e. The indemnity obligation for any non-visible defects is limited to 12 months from the delivery date, except in the event that there are divergent provisions in the *Terms and Conditions of After-Sales Service*. The warranty is limited to the mere delivery of spare parts without assembly. Any other claim is expressly excluded.

8f. Under no circumstances will Winsol be responsible for damage to masonry, ceilings, sills or tablets, nor for filling or repair, including when existing Winsol products are replaced. The above is applicable unless a serious or intentional fault on the part of Winsol following the execution of the works can be demonstrated;

8g. Winsol shall only be liable in cases of gross misconduct, intent or fraud. If the liability of Winsol and its appointees (employees, associates, representatives,...) should be proven, its liability shall be limited to direct damage, excluding indirect damage, such as but not limited to loss of profit, financial or commercial losses, loss of production, business interruption, increase in overheads, increased administration costs, loss or damage to data, loss of contracts, disruption of planning, immaterial damage and loss of clientele and in any case up to the amount covered by the corporate liability insurance in the relevant case. If, for whatever reason, coverage under the corporate liability insurance cannot be invoked, any claim for liability in principal, interest and costs shall be limited to 45% of the value of the agreement or value of the delivered goods, excluding the aforementioned indirect damage.

8h. In the event of non-warranty intervention (cause = installation error by third parties), the customer shall be required to indemnify Winsol for any damage caused during the intervention except in cases of fraud and wilful misconduct by our appointees (employees, associates, representatives, etc.), subject to indisputable proof.

8i. The customer is fully liable vis-à-vis third parties - and more specifically vis-à-vis neighbours - for any damage that is the inevitable consequence of the execution of the works, except in cases of serious/intentional fault or deceit on the part of Winsol. No transfer of liability as contained in Article 3.101 of the Civil Code can take place.

9a. The contractual guarantee is specified on Winsol's website or will be handed over to the customer upon first request. Maintenance instructions are also specified on Winsol's website.

9b. The aforementioned guarantees are incompatible with any other (non-compulsory) statutory or non-statutory regulation concerning the contractual liability of Winsol, such as, in particular, the legal guarantee for hidden defects provided for in Articles 1646-1648 of the Civil Code.

9c. The customer can in no way be eligible for compensation for material or immaterial consecutive or non-consecutive damage resulting from a defect in the product, whether or not under guarantee.

9d. Waiting hours and extra travel due to situations beyond Winsol's responsibility will be charged.

10a. In the event that the agreement also provides for the installation of the goods, there will be one delivery leading to the final acceptance of the works, except in the case of explicit contractual deviation or deviation in mandatory law. Commissioning of the works and/or acceptance of the final invoice equals final acceptance. Subject to that provided by Articles 1792 and 2270 of the Civil Code, any claim, whether in respect of visible or invisible defects, shall be inadmissible after final acceptance of the works. All the above is without prejudice to the guarantees offered by Winsol. Any liability shall be limited in accordance with Article 8f of these general terms and conditions.

10b. If provisional acceptance is expressly provided for in writing, it will take place as soon as the works are completed, in the presence of Winsol and the customer or by the architect and an official record of acceptance will be drawn up by mutual agreement. Provisional acceptance implies the approval by the client of the works delivered to the client and excludes any recourse on the client's part for visible defects, provided, however, that the condition of the works does not deteriorate during the guarantee period. If the customer is not present at or is not validly represented for this delivery, within 15 days of being asked to do so, the provisional acceptance shall be considered as having been obtained since the end of the aforementioned 15-day period.

10c. The 10-year liability period commences on the day of provisional (or sole) acceptance. Final acceptance shall take place no later than six months after the provisional acceptance, unless otherwise stipulated by law. The guarantee is strictly limited to repair and replacement on site, including in the case of a 10-year liability period (Articles 1792 and 2270 of the Civil Code) All other claims are expressly excluded. Warranty conditions and maintenance instructions can be found at www.winsol.eu.

11a. The customer undertakes, both when concluding the agreement and during the performance of the agreement, to provide timely assistance to Winsol and to provide it with correct, complete and reliable information and documents, including if such information comes from third parties. Winsol will not be required to verify the completeness, accuracy and reliability of the aforementioned data and documents.

11b. If works must meet specific standards (such as technical or aesthetic standards, among others), these standards must be stated and provided by the customer no later than at the time of ordering, failing which the deliveries/works will be carried out according to the rules of good craftsmanship.

11c. The customer must inform Winsol if one of the following corrosion-sensitive environmental factors is applicable in order to implement the correct coating process: sea and/or salt climate (<10 km) or strongly aggressive environment (swimming pools, agriculture, ...).

11d. The customer must inform Winsol of any fact and/or any development that comes to the customer's knowledge that could have any influence on the execution of the works by Winsol.

11e. The customer must provide Winsol with a copy of the above-mentioned information and documents. The customer undertakes to retain the original records and documents and to keep them safe.

11f. Winsol may invoice additional fees and/or costs resulting from a delay in the performance of the services resulting from a failure to comply with the provisions of this article on the part of the customer, and will not be liable for wrong and/or defective deliveries and/or damages of any kind caused as a result of this.

12. The risk shall pass to the customer immediately on conclusion of the contract and, in the case of contracting, on delivery at the yard, given that the customer can take out insurance to cover this.

13a. The place of delivery must be easily accessible and provide sufficient space for storing the goods, all at the customer's risk. Problems and difficulties arising from this (including delays) will give rise to additional charges and will be invoiced at the usual prices.

13b. If the works are to be carried out outside Winsol's premises, the customer must ensure that the works can be delivered by Winsol in a normal manner at the indicated place and time, including ensuring the accessibility of the delivery site. Winsol will not bear responsibility for moving or protecting the goods located in the room where the works are to be carried out. This must be done by the customer, as a result of which Winsol can under no circumstances be held liable for any damage to unprotected goods.

14. The (end) client must guarantee all necessary permits and authorisations, including, for example, depending on the situation, a parking permit, an environmental permit or any authorisation from the Association of Co-owners of an apartment building. The (end) client must notify Winsol immediately if the licences or authorisations are challenged, revoked, suspended or voided. The customer shall fully indemnify Winsol for all direct or indirect consequences in civil law of any construction crime. Only the (end) customer is responsible for applying for any premiums. Winsol will not be liable if the terms of the premiums are not met.

15a. Unless otherwise requested, the customer agrees to receive invoices electronically. If the customer prefers a paper invoice, the customer must direct this request to the head office: Winsol Nv, Tav de boekhouding, Roeselaarsestraat 542, 8870 Izegem.

All our invoices are payable at Izegem.

Our prices are net and not subject to additional discount. Unless expressly agreed otherwise in writing, all customer payments must be made in Euros.

15b. Invoices must be paid no later than 30 calendar days after the invoice date, unless otherwise indicated on the quotation, order confirmation or the invoice itself. The different payment terms and modalities may be adjusted according to the financial information concerning the customer. If no complaint in writing is received within the 15-calendar-day period or all or part of the invoice amount is paid, this shall constitute tacit acceptance of the invoice, subject to explicit reservations. Additional work and/or deliveries shall always be owed by the customer; if no complaint in writing is received within a period of 7 calendar days, this shall constitute acceptance of the scope and price.

15c. If the invoices are not paid, in whole or in part, by the due date, interest of 12% per annum will be due ipso jure and without notice of default from the invoice date and, if no payment is received after notice of default has been given, the debt balance will be increased by 10% damages with a minimum of €250 and a maximum of €3,500, even if terms of grace are granted. Payments are allocated first to accrued interest and damages and then to the oldest invoice debt. If the full invoice is not paid on the due date, the agreement will be terminated ex nunc by operation of law to the detriment of the customer, after Winsol has sent the customer a registered letter with this notice. If invoices are not paid, Winsol always has the right to refuse new orders and or repair requests.

15d. If one invoice has not been paid on the due date, all other outstanding receivables become immediately payable by the customer, even those not yet invoiced and/or past due. All authorised payment terms and modalities will also lapse. The same applies in the event of imminent bankruptcy, judicial or amicable dissolution, cessation of payments, as well as any other fact indicating the possible insolvency of the customer.

15e. Any objections to invoices, and any complaints relating to delivered/installed goods do not entitle the customer to suspend payment in full or in part, even if these complaints are submitted in good time in accordance with our *Terms and Conditions of After-Sales Service*, referred to above.

16a. Retention of title: The goods remain the property of Winsol as long as the amount due has not been paid in full, even if the goods are processed. The customer shall treat the goods with care and shall not resell, assign, pledge, lend, or otherwise dispose of them for the benefit of third parties until their full price, including any additional costs, has been paid in full.

16b. Pledge clause: The customer grants in favour of Winsol a pledge on all present and future tangible and intangible movable property belonging to its business, including the goods delivered or to be delivered by Winsol, regardless of the nature of this or future business, regardless of the place where such business is carried on now or in the future, and in the case of tangible property, regardless of whether it is located with the pledgor or with third parties, including Winsol. This pledge guarantees the reimbursement to Winsol of all amounts due pursuant to delivery of goods or services to the customer. The pledge is of indefinite duration, and can only be terminated by registered letter with acknowledgement of receipt and giving six months' notice. The termination shall only have effect for the future and shall have the effect that the pledge hereby established shall only serve as security for secured claims existing at the expiry of the notice period, even if they become due and payable only later. Upon registration of the pledge in the pledge register, Winsol will be entitled to charge the customer the cost price of the registration, as well as the flat-rate administration fee of €40.00. If the customer defaults, the pledgee will be entitled to redeem the pledge; the pledgee will be free to choose the method of redemption.

17. If the customer defaults on the correct and/or timely fulfilment of one or more of its obligations, Winsol will be entitled by operation of law and without prior notice of default to suspend the fulfilment of its obligations until the customer has fulfilled its obligations in full. Winsol will also have this right to suspend if, in the context of another order placed with Winsol, the customer fails to fulfil its obligations, or fails to do so fully, correctly or on time, without Winsol being liable for any compensation for damage or delay.

Winsol shall be entitled, without prior judicial intervention, to terminate the agreement as referred to in Article 2 without payment of any compensation to the customer: (i) in the event of contractual default such as, but not limited to, the giving of incorrect or incomplete information to Winsol and/or failure to pay Winsol's invoices; (ii) Winsol is not permitted to provide further services to the customer as a result of mandatory provisions imposed on it; (iii) in the event of bankruptcy, dissolution or liquidation of the customer.

In the above cases, the customer will still be obliged to pay for the services already rendered and/or goods already produced.

18. If the customer breaches any of its obligations under this agreement and as a result a third party has brought or threatens to bring a claim against Winsol, the customer shall indemnify and hold Winsol

harmless for all Winsol's loss, damages, expenses and liability, resulting, arising or related to the relevant breach and claim.

19. Only Belgian law is applicable.

Any claim for compensation or claim for indemnification or any other claim instituted by the customer or other persons shall lapse by operation of law if it is not brought before the competent Belgian courts within a period of 6 months after the facts on which the claim is based were known to the customer or could reasonably have been known to the customer (= expiry period).

20. All disputes fall under the exclusive jurisdiction of the Vredegerecht West-Vlaanderen, Izegem canton or the courts of Ghent, department of Kortrijk. Winsol reserves the right to waive this jurisdiction granting clause. The application of the Vienna Sales Convention of 11 April 1980 is expressly excluded.

21a. Winsol collects and processes the personal data we receive from you for the purposes of contract performance, customer management, accounting and direct marketing activities. The legal grounds are consent, performance of the contract, fulfilment of legal and regulatory obligations and/or legitimate interest.

21b. The controller is WINSOL NV, Roeselaarsestraat 542 in Izegem. Such personal data will be passed on to processors, recipients and/or third parties for the aforementioned processing purposes.

21c. The customer bears responsibility for the accuracy of the personal data transmitted to Winsol and undertakes to comply with the General Data Protection Regulation with regard to the persons whose personal data the customer has transmitted, as well as with regard to any possible personal data the customer may receive from Winsol and its employees.

21d. Customers confirm that they have been adequately informed about the processing of their personal data and about their rights to access, correct, delete and object. For more information, please see our Privacy Policy, as found at www.winsol.eu.

22. The possible nullity of one or more clauses or part of a clause of these terms and conditions does not affect the applicability of all other clauses and the other parts of these clauses. In case of nullity of a provision, Winsol NV and the customer shall, to the extent possible and according to their loyalty and conviction, negotiate to replace the null and void provision with an equivalent provision that complies with the general spirit of these general terms and conditions.