

General Terms and Conditions of Sale Trelleborg Sealing Solutions Belgium SA

(as of 01.12.2021)

1. Definitions

"Purchaser" means any person, firm or company which orders or buys Goods from the Company.

"Company" means Trelleborg Sealing Solutions Belgium SA whose registered office is at Boulevard du Centenaire 4bt4, 1325 Dion-Valmont, Belgium.

"General Terms and Conditions" means these terms and conditions of sale.

"Contract" means a contract between the Purchaser and the Company for the sale and purchase of the Goods in accordance with these General Terms and Conditions.

"Goods" means the goods which are the subject of the Purchaser's order, as confirmed by the Company in its written or email order confirmation of the Purchaser's order or otherwise.

2. Scope

2.1 Quotes, sales, and deliveries by the Company are made exclusively on the basis of the most recent version of the General Terms and Conditions set out below. These General Terms and Conditions can be viewed online at any time at <https://www.tss.trelleborg.com/en/terms-and-conditions> in a reproducible form that can be saved and printed out by the Purchaser.

2.2 Unless otherwise agreed these General Terms and Conditions in their version valid at the time of order or at least in the version provided to Purchaser in text format at the time of the order at the latest also apply as a frame contract for all future business transactions with the same Purchaser concerning the sale and/or delivery of Goods, without the Company being required to refer to these General Terms and Conditions again in each individual case. In case of modification of these General Terms and Conditions in the meantime, this latest version will only apply once it has been provided to the Purchaser.

2.3 The Purchaser's terms and conditions of purchase as well as further Purchaser terms such as quality assurance agreements, logistic agreements or warranty agreements are herewith expressly rejected. Any provisions that differ from those of these General Terms and Conditions shall apply only where they have been confirmed in writing by the Company as a supplement to these General Terms and Conditions and only for the particular situation at hand. This confirmation requirement applies in all situations, for example, even where the Company makes delivery to the Purchaser in full knowledge of the aforementioned Purchaser's terms and conditions or further terms, without expressing any reservations or without expressly rejecting such terms and conditions.

3. Quote, Contract, Scope of Delivery

3.1 Unless otherwise specified by the Company, quotes provided by the Company are nonbinding and can be provided in writing, including email. Unless otherwise agreed by the parties, a Contract is formed upon receipt of the Company's order confirmation in writing, including email, but in any event, no later than when the Company makes delivery. No verbal collateral contracts exist at the time the Contract is formed.

3.2 The scope of delivery owed by the Company is always determined by the order confirmation according to Sec. 3.1. Where no order confirmation exists but the Company has submitted a binding quote with a time limit and the Purchaser has accepted the quote within that time limit, said quote shall determine the scope of delivery.

3.3 Agreements between the Purchaser and the Company specifically tailored for the particular situation (including collateral contracts, supplements and amendments to these General Terms and Conditions) – where such were entered into after the Contract was formed – shall always take precedence over these General Terms and Conditions. A written agreement or, absent such and subject to the proof of contrary by Purchaser, a confirmation of the order under the specifically tailored agreements according to Sec. 3.1, provided to the Purchaser by the Company shall determine the content of such specifically tailored agreements.

4. Prices

4.1 The prices valid at the time the Contract is formed shall apply. All prices are expressed in Euros and are excluding shipping and packaging costs, customs fees, import duties or value-added tax ("VAT").

4.2 Where the quantity ordered is less than the minimum order quantity, the Company is entitled to invoice the applicable minimum order quantity, provided the Purchaser has been informed in advance, has been given a reasonable deadline to object to this practice, and has not expressed any objections by the deadline.

5. Tools, Molds, and Models

5.1 Unless otherwise agreed all tools, molds, dies, models, and testing equipment remain the property of the Company. After the completion of the particular order, such items will remain in the possession of the Company and will be held in storage for future orders for a reasonable period of time to be determined by the Company without any obligation on the part of the Company. The Company retains industrial property rights and copyrights that may exist in such tools or in their underlying materials, e.g., drawings. Where such rights exist, the production of replicas of the items specified above is prohibited.

5.2 Tooling costs invoiced by the Company are only proportionate tooling costs. This pro-rata costs include regular and preventive maintenance, monitoring of production quantities, execution of potential necessary repairs, renewal in case of abrasion, storage of the tool, its insurance and ensuring that these tools except for reasonable maintenance and repair times are ready for operation.

5.3 Cost for consequential tools which replace the currently used tool after the agreed output quantity has been reached will be paid by Purchaser.

6. Payment Terms

6.1 The invoices must be paid within 30 days from the date of the invoice (due date) into the bank account indicated on the invoice.

6.2 The Purchaser pays the full amount due as indicated on the invoice. Subject to Sec.7, no set-off, deduction, or discount is allowed to be deducted from the payment.

6.3 A dispute regarding an invoice may be validly registered only if the dispute is expressed by registered letter within three days after having received the invoice. After this three-day term, any dispute of the invoice will be seen as not having been formulated and the Purchaser will be prevented from relying on it.

6.4 If the invoice is not paid timely on its due date, the Purchaser is automatically, and without prior notice of default, liable to pay an interest of 12% per year (or at the maximum statutory interest rate, if it is lower) for late payment, calculated from the due date of the invoice and on the outstanding invoice or sums due, to be increased by an irreducible lump sum indemnity of 15%, with a minimum of €40, in accordance with Article 1229 of the Belgian Civil Code.

6.5 Any late payment of an invoice by the Purchaser may, without prior notice of default, lead to the suspension of any delivery of products until the Purchaser makes full payment of any outstanding invoice amount.

7. Offsetting and Withholding Payment

7.1 Offsetting of the Company's and the Purchaser's mutual claims against each other is prohibited, except where these claims are undisputed or subject of a final and conclusive judgement of a competent court.

7.2 The Purchaser may not withhold payments owed to the Company based on claims the Purchaser has against the Company, except where these claims arise from the same contractual relationship with the Company as the payments owed to the Company.

8. Delivery Periods, Scope of Delivery, Forecasts, Release Orders

8.1 The delivery period starts on the date the order confirmation is issued, unless all of the details of the order have not been fully clarified. In this case, the delivery period starts on the date when all of the details of the order have been fully clarified. Once the Purchaser has been notified that the order is ready to be shipped, the delivery period is considered to have been adhered to even if the shipment is delayed or impossible without the Company's fault.

8.2 Delivery dates and delivery periods are always approximations only and are not binding on the Company except where the Company has expressly agreed to a binding delivery date or delivery period in writing when entering into the Contract. In all other respects, Sec. 3.3 of these General Terms and Conditions shall apply.

8.3 The Company reserves the right to deliver a quantity that exceeds or falls short of the quantity ordered, provided this is not unreasonable for the Purchaser and such variations are within commercial tolerances. The basis for the invoice issued shall be the actual quantity delivered. The Company shall be entitled to make partial deliveries in such scope as is not unreasonable for the Purchaser.

8.4 Delivery quantities or forecasts provided via electronic order systems or other communication channels by the Purchaser to the Company are binding. However, the Company grants Purchaser the right to modify or withdraw the order up to six (6) weeks before the agreed delivery date.

8.5 In the case of call-off orders without an agreement upon the Contract's duration, batch sizes, and purchase dates, the Company can, no later than three (3) months from the date of issue of the order confirmation, request a binding designation of these. Where the Purchaser fails to satisfy this request within three (3) weeks, the Company shall be entitled to set a two (2) week grace period and, once this has passed, to rescind the Contract and/or claim damages.

9. Shipment and Transfer of Risk

9.1 The Purchaser bears all packing cost. Orders are shipped DAP ("delivered at place", Incoterms 2020) however, the Purchaser bears all cost the Company incurred thereby.

9.2 In the event shipment is delayed due to circumstances over which the Purchaser has control, risk transfers to the Purchaser at the time the Purchaser is notified that the order is ready to be shipped.

9.3 If the shipment is delayed at the request of the Purchaser, the Company is entitled, after setting a reasonable deadline for the acceptance of the delivery and after such deadline has passed without result, to dispose of the items to be delivered in another manner and to deliver the order to the Purchaser by a reasonably extended deadline.

10. Force Majeure

In case of unforeseeable and unavoidable circumstances such as labour disputes, disturbances, pandemic or epidemic, war or terrorist conflicts, that render the performance of the parties' obligations under the Contract impossible, the parties will be released from said obligations for the duration of the impossibility - provided that said circumstance or the ensuing impossibility to perform the obligations under the Contract is not due to or related to a fault of the party invoking said impossibility - even if the party concerned with the impossibility to perform is already in default.

The parties are committed to give each other the necessary information and to adjust their obligations in good faith to the changed circumstances.

11. Retention of Title

11.1 All delivered Goods remain the property of the Company until such time as payment has been made in full for all the Company accounts receivable existing at the time the Contract was formed. Where the Company has accepted checks or bills of exchange in the interest of settling the Purchaser's account, all delivered Goods shall remain the property of the Company until the full amount of such checks or bills of exchange has been cleared. In case of a current account the retention of title shall be deemed a collateral for the balance of account in the Company's favour and if a balance is struck and confirmed by the Purchaser, this shall not affect the retention of title.

11.2 The Purchaser is entitled to adapt and process delivered Goods in connection with its usual business operations. In the event that delivered Goods are processed, combined with, incorporated into, or commingled with other goods not supplied by the Company, the Company shall have partial ownership of the new item in the same proportion as the invoice value of the delivered Goods bears to the rest of the processed goods at the time the Goods are processed, combined, incorporated, or commingled. In the event that the Purchaser acquires sole ownership of the newly created item by law, the Purchaser hereby grants the Company partial ownership of the newly created item in the proportion described above and shall hold such item in safekeeping for the Company free of charge.

11.3 In the event that the Purchaser sells the delivered Good or the newly created item subject to shared ownership as described in Sec. 11.2 of these General Terms and Conditions either by itself or together with goods that do not belong to the Company, the Purchaser hereby assigns to the Company the receivables resulting from the resale up to the amount of the delivered Goods together with all related rights. The Company hereby accepts this assignment. Where the item sold is partially owned by the Company, the assignment of the receivable shall extend to a sum equivalent to the value of the percentage of ownership held by the Company. The Company hereby grants the Purchaser the authority - which can be revoked - to collect receivables assigned to the Company. Should the Purchaser default on its obligations to the Company, the Purchaser will identify the debtors of the receivables assigned for the Company and notify the assignment to such debtors. In such case, the Company is also entitled to disclose the assignment to the respective debtors itself and to exercise its right to collect on the receivables.

11.4 Where the Purchaser's actions are not in compliance with the terms of the Contract, in particular where the Purchaser is in default with regard to its payment obligations or breaches a duty of care with regard to the handling of the delivered Goods, the Company shall be entitled, after sending a warning and setting a deadline, to rescind the Contract and to repossess the delivered Good. In such case, the Purchaser is required to return the delivered Good after the Company notified the rescission.

11.5 The Purchaser is entitled and authorized to resell the delivered Goods only in the usual and ordinary course of business and only on condition that receivables assigned to the Company pursuant to Sec. 11.3 above of these

General Terms and Conditions are also actually transferred to the Company. The Purchaser is not entitled to dispose of the Goods delivered in any other manner. In particular, it may not pledge the Goods delivered or transfer title for purposes of collateral.

11.6 The Purchaser must immediately notify the Company of any measures undertaken by third parties to enforce judgments (seizure) with respect to the delivered Goods subject to retention of title or the receivables assigned to the Company and provide any documentation necessary to object to such measures.

11.7 Where the Purchaser's principle place of business is not in Belgium, it shall take every action set out by law or elsewhere as is necessary to perfect the Company's retention of title as provided in these General Terms and Conditions in the country in which delivery is made.

11.8 Upon request of Purchaser, the Company shall release securities at its own option when the realizable value of the securities granted to the Company exceed the claims of the Company by more than 10%.

12. Notice of Defects

12.1 Any claim with regard to visible defects, visible non-compliance, and/or incomplete delivery of the Goods by the Company must be immediately notified in writing by the Purchaser to the Company and (where the Purchaser does not collect the Goods) to the Company's carrier at the time of delivery of the Goods, under penalty of elapse of the right to dispute any visible defect or non-compliance or incomplete delivery.

12.2 Purchaser must inform the Company in writing about hidden defects within the week after those have been detected and no later than three months after delivery.

12.3 The Company will not waive the objection of delayed notification of defects. Warranty claims for defects which have not been or not duly been notified are time-barred.

12.4 Once the Goods have been processed or installed into another object, complaints regarding visible defects are barred. Defects in part of a delivery cannot result in a complaint concerning the entire delivery.

12.5 The notice must indicate the details of the defect that is being reported. The defect should be described as precisely as possible, e.g., the type of defect or malfunction. Purchaser shall grant the Company the opportunity to inspect the alleged defect at the Company's place of business.

13. Defect Claims

13.1 The terms of the Contract define what constitutes the absence of defects in the delivery as well as the quality and workmanship of the delivered Goods. All information about the Company's Goods that are published in catalogues, announcements and advertisements may be approximate and are communicated for information purposes only. They may be modified at any time without prior notice from the Company.

13.2 Installation suggestions, material recommendations, parameters and further data including public comments or advertising are always subject to the particular field of use and the application in which the Good is intended to be used and therefore neither constitute an agreement on the legal and factual nature nor a guarantee of quality except as otherwise agreed upon in writing.

13.3 Where the Company issues installation recommendations, the Purchaser must take into consideration that the function of the Goods supplied by the Company depends not only on their particular features but first and foremost on how the Goods supplied interact with the other components of the respective Purchaser's application system. Where the Company has not expressly entered into a contractual agreement to do so, the selection and testing of the suitability of the Goods supplied by the Company for the Purchaser's application are the Purchaser's responsibility, as is the testing of the interaction of the Company's Goods with the other components of the application. Technical modifications and even errors must be accepted as long as they are not detrimental to the Purchaser.

13.4 Improperly performed attempts by the Purchaser or a third party to remedy defects and improper storage - especially storage that contradicts the instructions given by the Company - shall result in the Purchaser losing all rights to assert claims for defects.

13.5 Upon receiving written consent from the Company in advance, the Purchaser shall be entitled to make repairs or to request reimbursement of the reasonable costs of doing so, but only for purposes of avoiding disproportionately large losses or in the event the Company has delayed remedying the defect(s).

13.6 Where a notice of defects is legitimate, the Company shall remedy the defect either by repairing it or by replacing the Goods affected by the defect, at its discretion, provided the Purchaser proves that the defect already existed at the time of transfer of risk. The Purchaser shall give the Company reasonable time to carry out the repair or replacement of the Goods.

13.7 The Company will remedy the defect at the place of delivery.

13.8 The Company shall be entitled to claim compensation for damages (in particular test and transportation costs) incurred from Purchasers unjustified request to remedy defects, unless the lack of defectiveness was not apparent to the Purchaser.

13.9 In addition, the Company is not obliged to repair or replace the Goods affected by the defect if these remedies would give rise to disproportionate costs on the Company's part, i.e. costs higher or equal to 100 % of the purchase price of the Goods affected by the defect. In this case, the Purchaser will only be entitled to the financial compensation of its damage. This financial compensation will not exceed the purchase price of the Goods affected by the defect.

14. Limitation of Liability

14.1 Nothing in these General Terms and Conditions shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or for any breach of the statutory implied undertakings as to title to the Goods or for fraud or any other liability which may not be limited or excluded by law.

14.2 The aggregate liability of the Company, its employees and agents to the Purchaser in respect of any direct damage to the Purchaser's property caused by the Company's fault, even gross, shall be limited to EUR 100.000 in respect of any single event or series of connected events.

14.3 In all other cases, the aggregate liability of the Company, its employees and agents, whether in contract, tort (including negligence, serious fault and breach of statutory duty) or otherwise howsoever arising shall not exceed the purchase price of the Goods in respect of which the claim is made.

14.4 In no circumstances will the Company, its employees or agents be liable for any business interruption, loss of use, revenue, contracts, profits, goodwill, loss of anticipated savings, loss arising from third party claims or any special, indirect, economic or consequential loss (whether or not foreseeable).

15. Warranty and Liability Period

Without prejudice to Sec. 12, the Company will in no circumstances be liable for any claim relating to the Goods or the Contract, which is notified to the Company more than twelve months after the date of delivery.

16. Property Rights

16.1 The Company reserves all rights (including copy rights, the right to apply for industrial property rights and patents, utility models, mask work rights, design patents and trademarks and the property rights in items made available that contain documents (papers, CD/DVD/USB-Sticks, etc.)) to any of its documents including but not limited to specifications, drawings, notes, memos, instructions, technical information and technical data, both in paper form and in electronic form. Such documents must not be provided to third parties without the Company's explicit prior written consent.

16.2 Purchaser warrants that Goods supplied by the Company will not infringe third party intellectual property rights as far as the Company manufactured these Goods according to drawings, models, patterns or other documentations provided by Purchaser. Purchaser shall fully indemnify the Company for all costs, expenses, liabilities, losses, damages, claims, proceedings, (including without limitation legal fees) that may result from Purchasers breach of its obligations arising out of this Sec. 16.2.

17. Confidentiality

17.1 The Purchaser shall maintain strict confidentiality with respect to confidential information the Purchaser gains knowledge of, i.e., all data and information that the Purchaser learns of in connection with the contractual relationship with the Company ("Confidential Information"). The Purchaser shall use Confidential Information only for the purposes of the Contract entered into with the Company and shall not disclose such to third parties or make such available to third parties in any other manner without the Company's explicit prior written consent. Furthermore, the Purchaser shall safeguard Confidential Information against access by third parties. In doing so, the Purchaser must exercise the same degree of care applied when handling its own Confidential Information; at minimum the Purchaser must exercise reasonable care. The Purchaser shall impose on its employees the same obligations to maintain confidentiality with respect to Confidential Information. The Purchaser shall immediately notify the Company in writing should the Purchaser learn of a breach of the confidentiality clause that is impending or has already transpired or where the Purchaser has become suspicious of such. Purchaser has to refrain from any reverse engineering i.e. backward analysis by observing, inspecting, dismantling or testing the Goods for the purpose of acquiring the trade and business secrets embodied in such items.

17.2 The obligation to maintain confidentiality with respect to Confidential Information is not applicable where the Purchaser proves that

- the Confidential Information was already known to the Purchaser before such was communicated by the Company;
- the Purchaser received the Confidential Information lawfully from third parties without an obligation to maintain confidentiality being imposed;
- the Confidential Information is public knowledge or has become public knowledge without any breach of the obligation to maintain confidentiality set out herein;
- this Confidential Information had been or is being developed by the Purchaser independently from the communication of such by the Company.

17.3 Under no circumstances the Company grants any property rights, license rights, reproduction rights, rights of use or other rights to the Company's Confidential Information granted hereby, irrespective of whether or not intellectual property rights in such exist.

17.4 At the Company's request, the Purchaser must immediately return to the Company or in case of electronic transfer delete all Confidential Information received, with the sole exception (i) of copies that are required to be retained in order to satisfy regulations mandated by law or (ii) for routinely made back-up copies of electronically exchanged data. Sec. 17.1 shall apply to these copies without restriction.

17.5 The confidentiality obligation shall continue to apply after the end of the Contract.

18. Final Provisions

18.1 The Purchaser may assign or transfer receivables only after receiving the Company's prior consent.

18.2 These General Terms and Conditions are governed by and construed in accordance with the substantive laws of Belgium, without having regard to any conflict of laws rules (Belgian, foreign or international) that would cause the laws of any jurisdiction other than Belgium to be applicable. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply.

18.3 The courts of Brabant wallon have exclusive jurisdiction to rule on disputes arising from or relating to these General Terms and Conditions, the offers, Contracts, or orders to which these General Terms and Conditions apply.

18.4 The Company will comply with the Directive 2001/95/EC on general product safety as well as the Regulation No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). Any Purchaser's and product related requirements exceeding these legal requirements shall require the express written consent of the Company prior to any purchase order. Additional Purchaser requirements at a later date shall only become effective or, as the case may be, a part of a Contract after the Company's written consent.

18.5 Purchaser agrees and undertakes that:

18.5.1 it will not use the Goods for any purpose connected with chemical, biological or nuclear weapons, missiles capable of delivering such weapons, nuclear explosive activity or in any way that would cause the Company to be in breach of financial or trade sanctions imposed against Iran or any other destination;

18.5.2 it will not export, re-export, re-sell, supply or transfer the Goods to any destination or party subject to UN, EU, or US trade embargos, or to any destination or party if it is known or suspected that the Goods are likely to be used for the purposes set out in Sec. 18.5.1 above;

18.5.3 it will comply with all applicable export and sanctions laws;

18.5.4 it will include the same terms in its dealings with its customers; and

18.5.5 it will fully indemnify the Company for all costs, expenses, liabilities, losses, damages, claims, proceedings, (including without limitation legal fees) incurred or awarded against the Company arising out of or in connection with any breach of Sec. 18.6 whether such breach occurs directly or indirectly, with or without the knowledge of the Company.

18.6 The Company may sub-contract all or any of its obligations under the Contract. The Contract is personal to the Purchaser who may not assign, novate, license or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.

18.7 If any clause under these General Terms and Conditions or a Contract or an order to which these General Terms and Conditions apply becomes void or without an object for it to serve its purpose, the remaining clauses of these General Terms and Conditions or of the Contract or order remains valid and in force. If this occurs, the parties agree that they will negotiate in good faith to have the void clause or clause with no object replaced by a new clause whose legal effect will be as close as possible to the void clause or clause without an object.