	<p>DOCUMENT</p> <p><b>General Terms of Sale</b></p>	<p>Date : 2022/01/26 Version : 01</p>
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## General terms and conditions of sale and delivery HAMOFA BV

### 1. Applicability


- a. These general terms and conditions apply to all agreements, including those that are established electronically, between Hamofa BV and third parties (customer/client) concerning the sale and delivery of products and/or services and to all offers made by Hamofa BV for these purposes, insofar as the parties have not expressly agreed otherwise in writing.
- b. A reference to and/or deviation from these General Conditions by the customer/client by means of its own purchase and/or other conditions is expressly rejected by Hamofa BV.

### 2. Offers, agreements, deadlines and prices

- a. All offers, including those made electronically via [www.hamofa.com](http://www.hamofa.com), made by Hamofa BV and the periods, prices, validity periods, illustrations and other specifications of products and services mentioned therein are always without obligation, unless explicitly stated otherwise.
- b. All our offers are valid until the last working day of the month in which the offer was made, unless expressly stated otherwise.
- c. An offer made by Hamofa BV is deemed to have been accepted by the customer when he accepts it in writing, referring to the offer in question, or when Hamofa BV confirms his verbal acceptance in writing and starts to implement the agreement.
- d. The prices in our offers are always quoted in Euros, unless expressly stated otherwise.
- e. Prices offered by Hamofa BV are Ex-Works Hamont, unless explicitly stated otherwise.
- f. Prices and rates offered by Hamofa BV are always exclusive of VAT, transport, insurance, government levies and other taxes.  
Any increase in the V.A.T. rate or any other tax of any kind between the order and the execution of the contract will be at the expense of the customer/client.
- g. Our prices only cover the manufacture and sale of the products and/or services specified in the contract, to the exclusion of all other work and services, in particular placement/installation on site. Such services may be offered separately, in addition to the price of manufacture and/or sale of our products and/or services.
- h. Products that are marked "Special order" in our offers are products that are specifically requested/purchased by the customer/client. These products cannot be returned. See also Return Conditions Point 9.
- i. The pictures of our products on our website [HAMOFA.COM](http://HAMOFA.COM) or other Internet providers are illustrative only and may differ in colour, shape, substance or in any other way from the reality and therefore have no contractual nature.
- j. If we are to provide transport, the customer/client must pay an additional fee. This price will be stated separately on our offer and invoice.
- k. For registered cash on delivery and courier deliveries, additional costs will be charged.
- l. Orders are fulfilled as soon as possible, depending on available stocks and processing and production capabilities.
- m. Unless otherwise stipulated, delivery times given are indicative only and are not binding in any way, nor do they offer the possibility of claiming any form of compensation under any circumstances.

### 3. Force majeure

- a. If, due to circumstances beyond our control, we are prevented from fulfilling our obligations, we shall have the option either to suspend the execution of the agreement during the period in which these circumstances persist, or to terminate the agreement by means of a written notification to the customer/client.

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- b. "Circumstances" are understood to mean war, threat of war, civil war, riots, strikes, lock-outs, transport difficulties, fire, general health crisis and other serious disturbances within the company or at suppliers.

#### 4. Payment

- a. Unless otherwise agreed in writing, the purchase price is payable by the customer/client as described in the offer.
- b. All payments must be made to our registered office in Hamont or to a bank account in the name of Hamofa BV.
- c. The right of the customer/client to set off and suspend payments is excluded.
- d. Hamofa BV is entitled to demand security from the customer for the fulfilment of his obligations.
- e. If the term of payment, as stated on the invoice, is exceeded by a minimum of eight days, an interest of ten (10) percent per year shall be charged on the balance still owed from the due date, and moreover, an increase of ten (10) percent shall be applied to that balance as fixed compensation, with a minimum of fifty (50) Euros.  
This applies without requiring notice of default, and regardless of whether the agreement has been executed in part or not.
- f. All products belonging to the customer that are in the possession of Hamofa BV, for whatever reason, are deemed to be pledged as security for the payment of the debts to Hamofa BV. This also applies if the debts are not related to the products and/or services that are the subject of the pledge.

#### 5. Delivery


- a. Unless otherwise stipulated, delivery shall be made Ex-Works at our registered office or Ex-Works one of our branches and shall be deemed as acceptance.
- b. The customer/client shall collect the products no later than 10 working days after the notification that these products are at his disposal. In the event of negligence, storage costs may be charged.
- c. For deliveries from our head office or one of our branches to countries outside the EU Zone, being general international shipments, additional costs such as import taxes, customs fees, etc. may apply. These costs shall be borne by the customer/client at all times.

#### 6. Retention of title

- a. In deviation from article 1583 of the Civil Code, unless otherwise agreed in writing, we retain ownership of all the products sold by us until they are paid for in full, including the costs for any additional services, as well as any interest and damages.
- b. The parties agree that this clause will be fully enforced in case of bankruptcy of the customer/client.

#### 7. Risk transfer

- a. Without prejudice to the provisions of articles 2, 3 and 6, the risk in relation to the products sold by us shall pass to the customer/client at the time of delivery.
- b. If delivery is agreed to be made carriage paid (DDP), delivery will be deemed to have taken place the moment the products, although not yet unloaded, are on the premises of the customer/client or the addressee.  
Regardless of the location, unloading of the products shall always take place at the expense and risk of the customer/client.
- c. If the products are collected by the customer/client, the delivery shall be deemed to have taken place at the time of handover or, if the loading of the products is carried out by us, at the time the products are loaded onto the means of transport.

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## 8. Complaints


- a. Complaints concerning missing or not ordered products and/or incorrect processing must be reported in writing without delay, at the latest within 8 working days.
- b. Acceptance covers all defects, i.e. that the client/customer accepts all defects that could have been discovered at the time of delivery or during the 8 following working days by means of a careful and thorough inspection, and in particular the defects concerning the functioning and characteristics of the products.
- c. Complaints about products that have been damaged by the customer and/or have undergone subsequent processing will not be accepted.
- d. Without the prior written consent of Hamofa BV for any repair of products within the warranty period, the resulting costs will not be reimbursed.
- e. When it concerns a warranty case approved by Hamofa BV, the costs of repair and/or replacement and/or the costs of a new operation are fully borne by Hamofa BV.  
However, limitations in this respect are :
  - i. As described in Point 4 of our Guarantee Conditions, being "Repairs and Fixing outside Hamofa BV":
    1. The customer/client and/or user is not entitled to have the engine repaired elsewhere without written permission from Hamofa BV at the expense of Hamofa BV.
    2. Any possible observation of a defect, either of the engine, made outside the work premises or outside the presence of Hamofa BV, is deemed to be unattributable to Hamofa BV.
  - ii. Costs of repair / replacement / new work are limited to the amount initially invoiced by Hamofa BV. The surplus must be borne by the customer/client and/or user.
- f. See - [WARRANTY CONDITIONS](#) -

## 9. Return conditions

- a. See - [GENERAL RETURN AND CANCELLATION CONDITIONS FOR PARTS](#) -
- b. Return of the delivered products can only take place after explicit and written permission of Hamofa BV.
- c. Products marked "Specially ordered for you" will not be taken back under any circumstances.
- d. The costs for the return shipment shall always be borne by the customer/client.
- e. We reserve the right to charge a further 25% of the purchase price, with a minimum of 12.50 Euro, for processing and administration costs. In this case, not only the reason for return, but also the condition of the item or its packaging will decide the actual amount of these costs.
- f. The return of products without prior authorisation cannot be accepted. These will remain untouched/unanswered.

## 10. Core Components

- a. Returned old engines and/or components become the full property of Hamofa BV.
- b. In the event that at the time of the agreement a statement was explicitly provided in writing under the heading of "Core Charge", including an agreed amount applying as a form of trade-in value for the return of old engines and/or components, Hamofa BV reserves the right to subject the returned products to a thorough inspection and, on the basis of the findings, to either not, or partially, or fully refund the agreed "Core Charge" amount to the customer/client.
- c. Core engines and/or components have to be returned to Hamofa BV within 30 days after receipt of the ordered engine and/or component(s) insofar as the parties have not expressly agreed otherwise in writing.

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11. Liability for products and services

- a. We refer explicitly to the warranty conditions used by Hamofa BV.
- b. These conditions form an integral part of our General Terms and Conditions of Sale and Delivery and can be found at - [WARRANTY CONDITIONS](#) -

12. Cancellation of the purchase

- a. Both parties shall be entitled to dissolve the sale by simple registered notification to the other party if one of the parties fails to fulfil its contractual obligations or if it appears that the other party will not or is unlikely to fulfil its obligations, even if these obligations have not yet become due.
- b. If the purchase is cancelled by the client/customer, the client/customer will owe compensation equal to the equivalent of the work already carried out, with a minimum cost of 15% of the amount ordered.

13. Language, authority

- a. The Dutch version of the General Terms and Conditions shall always prevail over a foreign-language version.
- b. In case of dispute concerning the delivery or payment thereof, as well as on the occasion of the application and interpretation of our General Conditions, the parties acknowledge the competence of the courts of the Arrondissement of Hasselt.
- c. Belgian law shall apply.