

General Terms and Conditions of Sale of Green Product SA

Article I. Foreword

These Terms and Conditions were originally drafted in the French language and have been translated by a sworn legal translator without any proofreading. The non-French version of these Terms and Conditions is therefore provided for informational purposes only. Only the French version may be used for legal purposes. Any request for clarification concerning the translation may also be addressed in writing directly to a legal representative of Green Product SA.

These general terms and conditions of sale (hereinafter referred to as the "Conditions") apply to all transactions between Green Product SA, located at 25, Première Avenue, 4040 Herstal, company number 0779.335.018 (hereinafter referred to as "Green Product") and any legal or natural person (hereinafter referred to as the "Customer"). The end user of the goods is the natural person who has purchased the goods from our customer directly or through an agent (hereinafter the "Consumer"). These terms and conditions exclude the application of any general or specific terms and conditions of the Customer and govern all the stages necessary for the placement and follow-up of the order.

Article II. Definitions and scope of application

All contractual relations and orders placed with Green Product by the Customer are governed exclusively by these Conditions, to the exclusion of all others. These Conditions are accessible and printable at any time on request and will prevail, if necessary, over any other version or any other contradictory document.

Article III. Orders and shipping

The customer is responsible for the accuracy of the information provided when placing the order. Domestic transport of goods is arranged by Green Product, unless otherwise agreed with the Customer. In the case of international transport, the Customer assumes full responsibility and costs of transport, including insurance, licenses, inspections and other required formalities, in full compliance with the agreed Incoterms rules.

Article IV. Deliveries

Goods may be transported at the suggestion of Green Product SA or at the customer's request. The Incoterms rules DELIVERED DUTY PAID apply in the case of delivery with a company truck, and the Incoterms rules DELIVERED AT PLACE apply in the case of transport via a GREEN PRODUCT SA approved carrier. If nothing is indicated, the DAP rules apply and are considered accepted by the customer.

Article V. Inspection and complaints

Any claim for non-conformity of the products delivered with the order must be sent in writing to Green Product within 48 hours of delivery, accompanied by the corresponding supporting documents (necessary photos, copy of the CMR linked to the delivery). After this period, the products will be considered as accepted by the Customer and no claim will be accepted by Green Product. Unless otherwise agreed, a delivery is considered acceptable if 99% of the products are in conformity.

Article VI. Transfer of risk and ownership of the Goods

- a. The transfer of risk, in particular of damage, destruction or disappearance of the goods, takes place at the time of handing over the goods for loading or unloading, in accordance with the applicable Incoterms rules.
- b. In accordance with Article VI.44 of Title VI "Market Practices and Consumer Protection" of the Code of Economic Law, the risk of loss or damage to the goods is transferred to the Consumer when the latter, or a third party designated by the Consumer and other than the carrier, takes physical possession of the goods. However, the risk is transferred from the Consumer upon delivery of the goods to the carrier if the latter has been entrusted with the transport of the goods by the Consumer and the choice has not been proposed by the company, without prejudice to any rights the Consumer may have against the carrier.
- c. Ownership of the goods is not transferred until the customer has paid the agreed price in full. As long as the amount due has not been paid in full, the Customer is not entitled to dispose of the goods, in particular by pledging them or selling them to a third party or making them available to a third party under any title whatsoever. Nor may the customer transform, alienate, transmit and/or engrave these goods. Whatever the terms of sale, the Customer expressly acknowledges that the goods remain the property of Green Product SA until payment has been made.

Article VII. Customized products

For orders of custom-made products, the Customer must provide accurate information and assumes full responsibility for the accuracy of such information. Any errors or omissions may result in additional costs and delays, which will be borne by the Customer.

Article VIII. Errors and Resolutions

In the event of an error attributable to Green Product, the Customer must notify Green Product within 48 hours of discovery of the error, at info@greenproduct.be or to the company's sales representative with whom the Customer is in contact.

- a. Notification of anomalies upon receipt: The Customer is required to inform Green Product SA of any irregularity concerning the products delivered (damage, quantity error, etc.) by mentioning it on the transport document (CMR), which must be signed by the carrier.

b. For services, a registered letter is required to report any defects within 48 hours of delivery or service.

Failure to comply with these rules will result in the loss of the right to claim for these specific defects. Consumers are given a further two months in which to report such problems. Any defect occurring within six months of delivery is presumed to have existed at the time of delivery, unless proven otherwise.

Article IX. Conformity and Quality Standards

A delivery is considered acceptable if 99% of the products conform. In the event of non-conformity exceeding 99% of the goods supplied, the Customer may request reimbursement of the non-conforming goods.

Article X. Claims for Hidden Defects

Any hidden defect discovered must be reported to Green Product SA within two months of its discovery. Failure to notify Green Product SA within this period shall deprive the Customer of the right to claim the defect.

Article XI. Limited liability towards Customers

If a Customer's claim is found to be valid, Green Product SA's liability is limited to repair, replacement of non-conforming products, or rectification of the service, at Green Product SA's discretion. No other compensation will be granted to the Customer.

Article XII. Conditions and Exclusions of the Legal Warranty

Green Product SA guarantees that the products conform to the description and are suitable for their intended use, provided that the Customer uses them correctly. The Consumer has the choice between repair or replacement, unless these options are impossible or disproportionate.

The legal warranty excludes:

- The replacement of consumables;
- Abnormal or non-compliant use of products. Consumers are invited to carefully consult the instructions for use supplied with the products;
- Failures related to accessories (power cables...);
- Defects and their consequences due to the intervention of a repairer not authorized by Green Product SA or to use not in conformity with the use for which the product is intended (professional, collective use...);
- Any direct or indirect damage to the device after delivery (e.g. due to oxidation, shock, dropping, etc.);

- Damage resulting from fire, water damage, lightning strikes, accidents, natural disasters ;
- Damage caused intentionally, by negligence or as a result of careless handling, poor maintenance or improper use or use contrary to the manufacturer's instructions ;
- Defects and their consequences linked to any external cause.

The Consumer must present valid proof of purchase made from one of our customers. The warranty takes effect on the date of delivery and must be invoked directly with Green Product SA to avoid additional costs. The warranty is void if an unauthorized third party intervenes. Details of any commercial warranty are available on the product website or are governed by the certifications. If no warranty is available, the legal warranty indicated in article XII applies.

Article XIII. Force majeure

Green Product SA has the discretionary authority to cancel orders or quantities of products without the need for compensation in the event of a situation of force majeure impeding its normal operations. By explicit agreement, circumstances such as strikes, transport crises, transport deficits, cost increases of more than 15% without prior notification, fires, floods, equipment failures, riots, armed conflicts, epidemics, accidents, or the unavailability of products from Green Product SA or its suppliers, are recognized as cases of force majeure. This recognition applies even if these incidents are partial and independently of their origin. The above list is by no means exhaustive.

Article XIV. Terms of Payment and Penalties

Unless otherwise agreed in writing, all invoices are payable within thirty (30) days of the invoice date. In the event of late payment, interest on arrears and collection charges may be applied. Invoices issued by Green Product SA are presented with net amounts, including VAT, taxes and delivery charges. Discounts and bank charges are at the customer's expense, unless explicitly agreed otherwise between the parties. For legal entity customers, the amounts invoiced are always exclusive of VAT. Invoices must be paid in cash on delivery, unless otherwise stipulated by Green Product SA. Any delay in payment will automatically incur 12% interest on arrears, without prior notice. In addition, any default by the Customer will incur an automatic penalty of 15% with a minimum of €50 on amounts due or to become due, without prior notice. Non-payment of a single invoice renders all other amounts due, whether matured or not, immediately payable. Any dispute relating to an invoice must be raised within 8 days of receipt. Green Product SA reserves the right to offset amounts owed by the Customer against amounts owed by Green Product SA. In the event of a dispute, the Courts of Liège shall have exclusive jurisdiction, without prejudice to the legal provisions in force for disputes between Green Product SA and a Consumer. These terms and conditions are governed by Belgian law.

Article XV. Confidentiality and Data Protection

Green Product SA gives absolute priority to respecting the privacy and protecting the personal data of its Customers and any other person concerned. The collection and use of data are governed by Belgian law, in particular Regulation (EU) 2016/679 of April 27, 2016 (RGPD), as well

as related Belgian legislation. Green Product SA guarantees that the processing of personal data strictly complies with these regulations.

By contracting with Green Product SA, the Customer agrees to the collection of the following data:

- Full identity of the company or natural person;
- Physical contact details, numerical contact details, company contact details, and bank details of the company's head office, its sales outlets, and its warehousing locations or storage platforms (postal address, e-mail and telephone number, company number, bank account number and bank details);
- IP address ;
- Language spoken;
- All personal data contained in the free field of the contact form available on the Website;
- All personal data voluntarily transmitted to Green Product SA (e.g. during correspondence);

This data is collected on the basis of Green Product SA's legitimate interest, legal or contractual obligations, or the Customer's consent.

Green Product SA commits not to disclose this information to third parties unless necessary for the provision of its services (training, billing, satisfaction surveys, etc.), which sometimes involve third parties such as payment partners, software providers, insurance companies, and carriers. All third parties are required to comply with the General Data Protection Regulation (GDPR) when processing personal data.

The only exception to this general policy is the unconditional acceptance by the client of the communication of their logo/banner on our websites and in our B2B sales tools regarding the statement “these clients trust us.”

Additionally, Green Product SA collects anonymous data for behavioral and marketing analyses.

Article XVI. Specific Communication Policy

With the written consent of the client, based on correspondence or the account opening document, and with the written consent of the consumer based on correspondence, Green Product may communicate in a flattering and always positive manner, the client's name, contact details, or the consumer's first name and postal code, along with any product-enhancing information. This includes, but is not limited to, written or oral comments, photos of completed projects or implementations, and reviews published on a website or social media. The use of this information and related material concerning products marketed by Green Product can be employed for commercial and image purposes across various channels, including but not limited to regional advertisements, press, magazines, brochures, catalogs, trade shows, point-of-sale advertising, banners, newsletters, and more