General sale conditions (version 01.01.2024)

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0.0. Definitions

The following definitions and rules of interpretation shall govern supplier-customer relationships in the sale of goods (included accessory word and services) between EDR (the seller) and business partners (hereinafter the "Buyer").

0.1. *EDR*: refers to ENGINE DECK REPAIR N.V., with commercial name EDR ANTWERP SHIPYARD and having his registered seat at 2030 Antwerpen (Belgium), Industrieweg 11, quay 403.
0.2. *Buyer*: the individual, company, firm, partnership or other legal entity who has bought, or agreed to buy, the Goods from EDR.
0.3. *Delivery Date*: the date specified for delivery stated by EDR.
0.4. *Goods*: any item sold, or agreed to be sold, by EDR, as well as all work and services associated with the sale.
0.5. *Insolvency Event*: the Buyer becoming insolvent, entering into receivership, administration or liquidation, suspending or ceasing, or threatening to suspend or cease, carrying on his business (or any part of it), a resolution being made in connection with the winding up or dissolution of the Buyer, or any event occurring in any jurisdiction to which the Buyer is subject that has an effect equivalent or similar to any of the above.
0.6. *Order*: an order placed by the Buyer that is explicitly accepted by EDR or otherwise deemed accepted by the Buyer upon delivery of the Goods in accordance with article 8.1 below.
0.7. *Agreement*: all agreements and resulting obligations whereby EDR sells Goods to the Buyer.

1.0. In general

1.1. The applicability of the Buyer's general terms and conditions is explicitly excluded from the contractual relationship between the parties.

2.0. Applicable law and jurisdiction

2.1. All transactions and agreements with EDR, regardless of the location, shall exclusively be governed by Belgian law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

2.2. All disputes which may arise regarding the existence, validity, interpretation, execution or termination of any agreement or transaction with EDR shall exclusively be submitted to the courts of Antwerp, division Antwerp, unless EDR, acting as a claimant, chooses to institute proceedings before the competent courts of the contractor's residence. No circumstance such as free shipping, the drawing of bills of exchange, or acceptance of payments will entail any waiver of this competency article.

3.0. Salvatorian article

3.1. If a (part of a) provision of the present conditions is deemed invalid or unenforceable, or in conflict with a compulsory law or public order, such provision (insofar as it is invalid or unenforceable) shall have no effect and be deemed not to be part of the present conditions, without affecting the remaining provisions.

3.2. The parties must then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable replacement provision of which the purpose and spirit align as closely as possible with the intended effect of the invalid or unenforceable provision.

4.0. Waiver of rights

4.1. If a party fails to exercise any right or recourse provided for by law or under the present conditions, this shall not be deemed as a waiver of this right or the legal remedies thereto. No whole or partial exercise of such a right or recourse precludes any future exercise thereof or the exercise of any other claim.

5.0. Order of Goods

5.1. The Buyer may submit a proposed order to EDR verbally or in writing. Such proposed order shall be deemed to be an offer by the Buyer to purchase Goods in accordance with the present conditions. The Buyer shall be responsible for the accuracy of each proposed order.

5.2. EDR shall be entitled to reject any proposed order without reason. Each proposed order shall only be deemed accepted once confirmed in writing by EDR or, if earlier, when the Goods are delivered to the Buyer (in whole or in part). Upon EDR's acceptance, the Agreement shall be formed incorporating the present conditions and the terms of the Order. Any terms specified in EDR's written confirmation of the Order shall take precedence over the present conditions in the event of a conflict.

5.3. The terms of the Agreement supersede all other terms and apply to the sale of Goods to the Buyer to the exclusion of all other terms, including any terms of the Buyer. Any quotation or other document addressed to the Buyer by EDR is not an offer to supply the Goods and shall not form part of the Agreement. All descriptions and statements contained in EDR’s catalogues, technical data sheets, price lists, analysis, other documents and samples are approximate only and shall not form part of the Agreement or give rise to any liability for EDR unless expressly stated otherwise in the Agreement.

5.4. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements and understandings between them, whether written or oral, relating to its subject matter. No modification or amendment of the present conditions will be binding unless agreed to in writing by EDR.

5.5. Subject to article 11.3, the Buyer acknowledges he does not rely on, and shall have no remedies in respect of, any statement representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

Any certification for any ordered goods whatsoever has to be requested before ordering. Any certification after receiving the order can either be additionally charged or declined.

6.0. Price and payment

6.1. The price or rate payable for the Goods will be as set out in the offer, or, if no price or rate is stated in the offer, the price or rate shall be as set out in EDR's price list in force as at the Delivery Date (available to the Buyer upon request).

6.2. Unless otherwise stated in the offer, the price excludes value added tax and any other tax, duty or levy relating to the manufacture, transportation, export, import, sale or delivery of the Goods and excludes costs for delivery, insurance, packaging, sorting, calibration, analysis and inspection. Such costs and taxes shall be for the account of and invoiced to the Buyer.

6.3. Prices are subject to change, at EDR's discretion, prior to delivery, in the event of any factor beyond EDR's control (including change in applicable laws, increases in taxes and duties, foreign exchange fluctuations, increases in supply costs, delay caused by the Buyer and/or any change to the Order requested by the Buyer) and/or a genuine mistake by EDR.

6.4. Invoices shall be issued after receipt of the Order and shall be payable within thirty (30) days of the date of the invoice by electronic bank transfer to the account and in the currency stated on the invoice. Any queries must be raised with EDR in writing within seven (7) days of receipt. EDR may require payment on account in advance of delivery.

6.5. Interest will be charged on overdue sums both before and after any court judgment at rate of twelve (12) % per year, increased with ten (10) % with a minimum of hundred twenty five (125) EUR as a lump sum compensation for additional administrative costs, supervision of accounts outstanding and disturbance of commercial activities. Interest and compensation shall accrue automatically (and without any notice of default required).

6.6. Time for payment is of the essence. If the Buyer enters into (or becomes reasonably likely to enter into) an Insolvency Event or if the Buyer fails to pay any amount on the due date for payment, EDR may, without liability, suspend delivery or performance of any Order (or any part of it or instalment) not yet fulfilled and refuse to accept any further proposed orders from the Buyer.

6.7. The Buyer shall pay all amounts due in full without any deduction, set-off, counterclaim or withholding, unless a deduction or withholding of tax is required by law (in which case the Buyer shall pay such sum to ensure EDR receives the full amount invoiced). EDR may at any time, without limiting any other rights or remedies, set off any amounts owing to it by the Buyer against any amounts payable to the Buyer and shall be entitled, at his sole discretion, to apply payments received from the Buyer against any outstanding invoices or amounts payable by the Buyer, including in relation to previous Orders and/or deliveries of Goods, in EDR's order of preference.

7.0. Delivery

7.1. Unless otherwise stated in the Order, delivery of the Goods shall be EXW (Incoterms® 2020) (meaning that the Buyer is responsible for collection and transit at the Buyer's risk), and delivery is deemed to take place at EDR's premises.

7.2. Without prejudice to any other rights of EDR, if the Buyer fails to give, on or before the Delivery Date, all instructions reasonably required by EDR and all necessary documentation, licenses, consents and authorities (which the Buyer is obliged under the Agreement or by law to obtain) for delivery, or otherwise fails to accept delivery or provide assistance or causes or requests a delay:

(i) the Buyer will pay to EDR all transit, storage and waiting time costs and any other loss, damage and expenses, including any loss caused by diminution in value of the Goods, incurred by EDR arising from such delay or failure;

(ii) delivery of the Goods will be deemed to have completed at 9am on the Delivery Date and an invoice shall be issued;
(iii) if the Buyer fails to take delivery of the Goods within seven days of the Delivery Date, EDR shall have the right to re-sell or otherwise dispose of the Goods.

7.3. EDR shall be entitled to make deliveries in instalments and each instalment shall constitute a separate Agreement and may be invoiced separately.

7.4. If EDR has agreed to delivery on a "call-off" basis, the parties shall stipulate in the Order a long-stop date and lead times, failing which EDR may at any time demand that the Buyer takes immediate delivery of the remaining quantity of Goods ordered and shall be entitled to invoice the Buyer for the same.

7.5. The Delivery Date (including time of delivery) is an estimate only and time shall not be of the essence. EDR shall have no liability whatsoever to the Buyer for any delay or failure to deliver. The Buyer shall not be entitled to reject any delivery or instalment as a result of any failure to deliver or delay in delivering any Goods. The Buyer's sole remedy shall be a refund of any sums paid in advance for the non-delivered Goods, which shall be refunded once EDR has confirmed in writing he is unable to deliver the Goods.

7.6. The Buyer shall comply with all applicable national and international requirements in relation to export controls, export laws, restrictions and regulations from any other sovereign agency or authority (Export Regulations).

7.7. The Buyer agrees not to export or allow to (re-)export or release to a national of a restricted or embargoed country or to a person, entity or shipping company listed as a restricted party by an export authority or export regulations, any technical data, information or any Goods in violation of any Export Regulations, unless and until all required licenses and authorizations are obtained from the competent export authority.

8.0. Title and risk

8.1. Risk in the Goods shall pass to the Buyer upon delivery.

8.2. Notwithstanding delivery, title to the Goods shall not pass to the Buyer until the earlier of:
(i) receipt of full payment for the Goods, in which case title shall pass at the time of payment;
(ii) use or processing (such that the Goods are no longer in their original condition) or sale of the Goods by the Buyer, in which case title shall pass at the time specified in article 8.4; or
(iii) the date notified to the Buyer by EDR in writing.

8.3. Until title to the Goods passes to the Buyer, the Buyer shall:
(i) store the Goods separately and mark or identify the Goods as belonging to EDR;
(ii) not encumber, charge or grant security over such Goods;
(iii) notify EDR immediately if the Buyer becomes subject to an Insolvency Event;
(iv) provide such information relating to the Goods as EDR may require from time to time;
(v) at EDR's request, deliver up all Goods in the Buyer's possession; and
(vi) permit EDR, and grant EDR an irrevocable license, to enter any premises where the Goods are stored (at any time and without notice) to inspect and/or repossess the Goods.

8.4. Subject to article 8.5, the Buyer may use or process (such that the original condition of the Goods is changed) or sell the Goods in the ordinary course of his business before title passes; however, if he does so: (i) he shall act as principal and not as EDR's agent; and (ii) title to the relevant Goods shall pass to the Buyer immediately before the relevant use, processing or sale.

8.5. If before title passes to the Buyer, the Buyer becomes subject to an Insolvency Event, without limiting any other right or remedy, the Buyer's right to use, process or sell the Goods in the ordinary course of business ceases immediately and EDR may at any time: (i) require the Buyer to deliver up all Goods in his possession; and (ii) enter any premises where the Goods are stored and recover them.

9.0. Quantity and weight

9.1. Goods shall be weighed at EDR's premises using certified equipment prior to delivery and such weight shall be final and binding the Buyer. EDR shall be entitled to deliver up to ten (10) % more or less of Goods ordered and to adjust the relevant invoice accordingly.

10.0. Responsibility for defects

10.1. EDR warrants that upon delivery the Goods shall conform in all material respects with the quality and specification referenced in the Order or on the relevant invoice (or if not referenced, the relevant product specification in force at the time of delivery, available to the Buyer upon request) (the Specification). No other guarantee shall be granted by EDR.

10.2. Notwithstanding article 10.1, it is the Buyer's responsibility to ensure that the Goods are fit for purpose and to test the Goods prior to use. EDR shall have no liability to the Buyer in this regard.

10.3. Any material non-conformity with the Specification (defect) must be notified to EDR in writing: (i) within two (2) business days of receipt of the Goods by the Buyer in the case of a defect which is visible or ought to be visible on receipt; or (ii) as soon as practicable in the case of any other defect and by no later than one (1) month of the date of discovery. EDR shall be given a reasonable opportunity to examine the Goods and the Buyer shall, upon request, return such Goods to EDR at EDR's cost.

10.4. Subject to article 10.5, if a substantiated defect has been validly notified to EDR, EDR shall at his option, exchange or refund the price of the defective Goods. This shall be the Buyer's sole and exclusive remedy in respect of any defect.

10.5. The remedy provided in article 10.4 shall not apply if:
(i) the Buyer has used, altered or processed the Goods or combined them with any other product or substance;
(ii) the defect is due to any fair wear and tear, willful damage, negligence or abnormal working conditions;
(iii) the Goods differ from the Specification as a result of changes made to comply with applicable laws or regulations;
(iv) the Goods were not properly handled, carried, stored or maintained after delivery (including during transit to the Buyer's premises at the Buyer's risk);
(v) the Goods have been contaminated after delivery;
(vi) the Buyer makes any further use of the Goods following identification of a defect;
(vii) the Buyer has sold the Goods;
(viii) the defect arises as a result of EDR following any specification or other requirement of the Buyer; and/or (ix) the defect is due to any cause beyond EDR's reasonable control.

10.6. If the alleged defect relates to loss or damage during transit (where EDR is responsible for transit, as specified in the Order), this article 10 shall apply, save that the Buyer must give written notice to EDR within twenty-one (21) days of non-delivery or two (2) business days of delivery of the Goods at the latest and the Buyer must also comply in all respects with the carrier's conditions of carriage for notifying claims (if any). The Buyer's remedy for such loss and damage shall be limited to the remedy available from the independent carrier.

10.7. Save as set out above, all other warranties express or implied are excluded to the fullest extent permitted by law.

11.0. Liability

11.1. Subject to article 11.3, EDR shall under no circumstances whatsoever be liable to the Buyer, whether in agreement, tort (including negligence), breach of statutory duty, or otherwise, for any third party loss, loss of profit, loss of production, loss of business or loss of opportunity and/or for any indirect or consequential loss or special or punitive damages arising under or in connection with the supply of Goods and/or the Agreement.

11.2. Subject to article 11.3, EDR's total liability to the Buyer in respect of all losses arising under or in connection with the supply of Goods and/or the Agreement, whether in agreement, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid for the Goods that are the subject matter of any such action, dispute or claim.

11.3. Nothing in the present conditions shall limit or exclude EDR's liability if and to the extent that such liability cannot be limited or excluded by law.

11.4. The Buyer hereby indemnifies and shall keep EDR indemnified on demand from and against all losses, damages, liabilities, claims, fines, costs and expenses suffered or incurred by or awarded against EDR arising out of or in connection with any claims or allegations of whatever nature by third parties to whom the Goods have been sold (or re-sold) following sale to the Buyer.

12.0. Force Majeure

12.1. EDR shall not be in breach of the Agreement nor be liable for any delay in performing or failure to perform any of his obligations due to any event beyond EDR's reasonable control, including interruption or failure of a utility service or transport network; act of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; war or armed conflict, terrorist attack, riot or civil unrest; nuclear, chemical or biological contamination; sonic boom; malicious damage; governmental action or intervention; compliance with applicable law; breakdown of plant or machinery; collapse of buildings, fire, explosion or accident; restrictions on energy supply; labor or trade disputes, strikes, industrial action or lockout; non-granted permission; unfavorable transport or weather conditions; and/or non-performance by suppliers or subcontractors. If performance is so delayed by more than six (6) months, either party shall be entitled to terminate immediately without liability upon written notice.

13.0. Termination

13.1. Without prejudice to any other right or remedy, EDR shall be entitled to terminate the Agreement and/or cancel any Order or instalment immediately upon written notice, without liability, if: (i) the Buyer fails to make a payment in full on the due date for payment; (ii) the Buyer commits any other breach of the Agreement; or (iii) the Buyer suffers an Insolvency Event.

13.2. Upon termination or cancellation, all invoices shall become immediately due and payable by the Buyer, together with any applicable interest. Articles which expressly or by implication survive termination or cancellation shall continue in full force and effect

14.0. Personal data

14.1. Both EDR and Buyer undertake to comply with the current applicable international and national privacy legislation, e.g. (i) Regulation (EU) 2016/679 of the European Parliament and of the Council 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 and repealing Directive 95/46/EC (GDPR); and (ii) the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data; and (iii) other applicable legal obligations regarding data protection and privacy.

14.2. EDR shall only request the personal data of the Buyer that are necessary for the purpose of its processing. EDR shall only process personal data where there is a legal basis. The Buyer grants EDR consent to include the personal data that it has provided in an automated data file. These data shall be used and processed in accordance with the privacy policy of EDR (to be consulted at https://edr-antwerp.eu/privacy-policy/). The Buyer authorizes EDR to transfer these data to

third parties (including but not limited to its subcontractors or the respective manufacturers/suppliers of the sold goods) for the purpose of performance of the Agreement.

14.3. EDR shall take all necessary measures to protect Buyer's personal data.

14.4. The Buyer may request access to, rectification, erasure, restriction of processing and portability of its data at any time
- by mail: EDR NV, Industrieweg 11, 2030 Antwerp, Belgium.
- by email: info@edr-antwerp.eu

15.0. Miscellaneous

15.1. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification shall not affect the validity and enforceability of the rest of the Agreement.

15.2. No failure or delay to exercise (or to exercise in full) any right or remedy shall constitute a waiver or abandonment of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

15.3. EDR may at any time, without the consent of the Buyer, assign, outsource, subcontract, transfer or otherwise deal in any manner with all or any of his rights or obligations under an Agreement. The Buyer shall not assign or transfer, subcontract or otherwise deal in any manner with any or all of his rights and obligations under the Agreement without the prior written consent of EDR.

15.4. A person who is not a party to the Agreement shall have no rights under it.