MATEXCO ITS SA – General Terms and Conditions of Sale

Article 1 – Scope

- These Conditions apply to every offer, order, sale, delivery and service of MATEXCO ITS SA ("MATEXCO") to a professional customer ("the Buyer").
- "Goods": all products sold by MATEXCO, in particular steel, stainless steel, aluminium, copper, brass, zinc, nickel and other metals, metal products, construction materials, accessories, by-products and scrap.
- The Buyer's purchasing conditions (purchase order, portal, etc.) are excluded, even without express objection from MATEXCO. Any derogation requires a writing signed by an authorised representative of MATEXCO.
- Order of priority: written agreement signed by both parties, order confirmation, quotation and specifications, Conditions.
- Failure to exercise a right is not a waiver. If a clause is invalid, the others remain applicable.

Article 2 – Offers, orders and contract

- Quotations, prices, catalogues, stock lists, samples and drawings are indicative, unless a period of validity is stated.
- The Buyer's order is an offer. The contract is formed by MATEXCO's written confirmation, its written acceptance or shipment. MATEXCO may refuse an order in whole or in part.
- Orders, amendments and instructions may be exchanged by e-mail. The contract is limited to what MATEXCO has confirmed.
- No order may be cancelled, suspended or amended without MATEXCO's written consent, and MATEXCO may claim the resulting costs, restocking fees and administrative fees.
- MATEXCO may make reasonable changes to the products or packaging, without altering their agreed essential characteristics.

Article 3 – Products and specifications

- The Goods conform to the expressly agreed specifications. Descriptions, photos, certificates and samples are given for information only.
- Customary commercial tolerances apply, including a quantity tolerance of up to ±10%, unless a fixed quantity is agreed.
- Sales by weight: the weight established at departure (calibrated weighing, weighbridge ticket, mill certificate) is authoritative.
- Downgraded (seconds), non-prime, surplus, second-hand, scrap or non-standard Goods: the Buyer accepts the disclosed defects or those inherent to that category.
- The Buyer is solely responsible for the suitability of the Goods for its use and provides, before ordering, complete and accurate information on the application and the applicable requirements. MATEXCO does not design, size or certify the Buyer's application.
- Certificates and documents are supplied only if agreed or legally required.

Article 4 – Prices

- Prices are those of the order confirmation, excluding VAT, taxes, duties, transport, insurance, packaging, loading, unloading, storage, demurrage, inspection and certification.
- For an indexed price (metal exchange, index, premium, exchange rate), the formula, the quotation date and the source are specified in the contract. If the reference ceases to exist, the parties agree in good faith on an equivalent; failing that, MATEXCO may suspend or terminate the unperformed part.
- In the event of a substantial increase in costs after the conclusion of the contract (materials, energy, freight, duties, taxes, exchange rate), MATEXCO may request a fair adjustment for the unperformed part. Failing agreement, it may cancel it without liability; the Buyer pays for what has been delivered and for non-cancellable commitments.
- The Buyer provides the necessary tax and transport documents (VAT, exemption, export) and bears the taxes, interest and penalties due for lack of adequate proof.
- MATEXCO may correct obvious clerical errors.

Article 5 – Payment

- Invoices are payable on the stated due date (upon receipt if no due date is stated), in the invoiced currency, without set-off, retention or deduction. Payment is effective only upon receipt of cleared funds. Bank charges are borne by the Buyer.
- A complaint or dispute does not suspend payment.
- Before production or delivery, MATEXCO may require advance payment, a deposit, a bank guarantee, a letter of credit, credit insurance or any other security. Delivery times depend on this.
- Failing payment on the due date, by operation of law and without notice of default: late-payment interest and a lump-sum indemnity in accordance with the Act of 2 August 2002, collection costs, suspension of deliveries and of current orders, immediate payability of all sums due, and/or cancellation of unperformed contracts.
- In the event of deterioration of the Buyer's creditworthiness or insolvency, MATEXCO may require security or advance payment, and suspend or cancel its obligations failing which.
- Payments are applied first to costs, then to interest, then to principal, starting with the oldest invoices. A partial payment does not constitute a waiver.

Article 6 – Retention of title

- MATEXCO remains the owner of all Goods delivered until full and effective payment (cleared funds) of the principal price, interest, indemnities and costs, as well as of all other sums owed by the Buyer to MATEXCO, regardless of the payment periods or terms granted.
- Deferred payment, delivery, invoicing or the transfer of risk do not transfer ownership. As long as ownership has not been transferred, the Buyer may not dispose of, pledge or encumber the Goods.
- The Buyer keeps the Goods separate and identifiable as MATEXCO's property, in good condition, and insures them at replacement value; it provides proof thereof on request.
- Resale: permitted in the ordinary course of business only if the Buyer is not in default. The Buyer hereby assigns to MATEXCO the claims arising from the resale, as security for payment; it may collect them until revocation by MATEXCO in the event of default or deterioration of creditworthiness.
- Processing, combination or mixing: MATEXCO acquires ownership or co-ownership of the resulting product, in proportion to the invoiced value of its Goods. The Buyer holds it for MATEXCO.
- The Buyer informs MATEXCO without delay of any seizure, enforcement measure, third-party claim or insolvency proceedings, and cooperates in protecting MATEXCO's rights, at its own expense.
- In the event of payment default or insolvency, MATEXCO may take back or reclaim the Goods, and the Buyer allows it access to its premises for that purpose, at the Buyer's expense, without prejudice to any damages.
- This clause is accepted by the Buyer at the latest upon delivery. The Buyer signs any document useful for its full effectiveness, within the limits of applicable mandatory law.

Article 7 – Delivery, risk and packaging

- Delivery is made according to the Incoterm® stated in the contract; failing that, FCA MATEXCO's place of dispatch (Incoterms® 2020). Risk is transferred according to the Incoterm®; failing that, upon the Goods being made available before loading. The transfer of risk does not affect the retention of title.
- Delivery times are indicative, unless a date is expressly declared binding. They run from receipt of all required information, approvals, payments and security.
- Partial deliveries are permitted and invoiced separately. MATEXCO chooses the carrier and the route, and may use an alternative in the event of unavailability.
- Additional costs due to inaccurate instructions, refusal or delay in taking delivery, waiting time, demurrage or storage are borne by the Buyer. Failing collection, MATEXCO may store at the Buyer's risk and expense, invoice the Goods and/or cancel and claim its losses.
- Packaging is the customary packaging and is not returnable, unless otherwise stated. Returnable equipment is returned in good condition, at the Buyer's expense.
- The Buyer ensures safe unloading, handling and storage.
- Signed transport documents, weighbridge tickets and carrier statements constitute proof of delivery, quantity and condition.

Article 8 – Force majeure

- MATEXCO is not liable for any delay or failure due to an event beyond its reasonable control: natural disaster, fire, epidemic, war, terrorism, sanctions, embargoes, cyber-attack, strike, shortage of materials or energy, failure of a supplier or mill, transport disruption, customs delay, act of authority, import or export restriction.
- MATEXCO notifies the event within a reasonable time. It may extend deadlines, fairly allocate the available Goods and suspend the affected obligations.
- Beyond 90 days, either party may terminate the unperformed part, without liability. The Buyer pays for what has been delivered and for non-cancellable costs.
- Force majeure never relieves the obligation to pay sums due.

Article 9 – Complaints

- The Buyer inspects the Goods upon delivery and before any processing, resale or use.
- Damage, shortages, surpluses or apparent defects: notation on the carrier's document and written notification to MATEXCO, with photos, within 3 calendar days of delivery.
- Hidden defects: written notification without delay upon discovery and at the latest 6 months after delivery, unless a different mandatory legal period applies.
- The Buyer does not process, resell or dispose of the disputed Goods before MATEXCO has been able to inspect them.
- Excluded are defects due to normal wear, inappropriate storage or handling, processing (welding, cutting, machining), installation, use outside the specifications or acts of the Buyer or third parties.
- No return without MATEXCO's prior written consent.

Article 10 – Warranty

- MATEXCO warrants only that, at the transfer of risk, the Goods substantially conform to the expressly agreed specifications, subject to customary tolerances.
- In the event of a well-founded complaint made in due time, MATEXCO chooses between: repair, replacement, refund or proportionate price reduction, after having been able to examine the non-conformity.
- MATEXCO does not bear costs incurred without its written consent (sorting, reprocessing, removal, reinstallation, subcontractors, production stoppage, substitute purchases).
- No warranty for Goods sold as seconds, non-prime, scrap or second-hand, nor for disclosed defects. Other implied warranties (fitness for a particular purpose, merchantability) are excluded to the extent permitted by law.

Article 11 – Liability

- MATEXCO is not liable for indirect, incidental or consequential damages, in particular loss of profit, revenue, contracts, goodwill, production or costs of stoppage, recall, sorting or reprocessing.
- MATEXCO's total liability is limited to the net price of the Goods giving rise to the claim.
- These limits do not apply in the event of fraud, wilful misconduct, death or personal injury, nor to any mandatory liability (in particular product liability).
- The Buyer mitigates its damage and indemnifies MATEXCO against third-party claims related to its unlawful use, processing or resale of the Goods, to the violation of sanctions or export control rules, or to the documents it provides.

Article 12 – Compliance

- The Buyer complies with all applicable laws (customs, sanctions, export control, anti-corruption and anti-money laundering, environment, product safety).
- It does not sell or transfer the Goods to prohibited persons, destinations or uses and provides accurate information on the end user, use and destination.
- MATEXCO may suspend or refuse performance without liability if performance risks breaching the law or exposing a party to sanctions.

Article 13 – Intellectual property, confidentiality and data

- MATEXCO's quotations, drawings, technical documents and data remain its property and may be used or disclosed only for the purposes of the transaction. The Buyer indemnifies MATEXCO against any infringement of third-party rights resulting from the documents it provides.
- The parties keep confidential the non-public information received from the other, except for disclosure to their advisers, insurers, banks, carriers and subcontractors bound by confidentiality, or legal obligation.
- Personal data is processed in accordance with applicable regulations (GDPR).

Article 14 – Assignment, notices, suspension and termination

- The Buyer may not assign or subcontract its rights or obligations without MATEXCO's written consent. MATEXCO may assign its receivables and subcontract performance.
- Notices are given in writing (post or e-mail) to the last address communicated.
- MATEXCO may suspend performance in the event of non-payment, failure to provide required security or information, refusal of delivery, breach of the Conditions or credit, compliance or illegality risk.
- MATEXCO may terminate the contract in writing in the event of a serious breach not remedied within a reasonable time, or immediately in the event of non-payment, failure to provide security, insolvency or prohibited trade.
- Termination does not affect accrued rights or payment for Goods delivered. The clauses on payment, retention of title, liability, confidentiality, governing law and jurisdiction survive it.

Article 15 – Governing law and disputes

- Belgian law applies, to the exclusion of the Vienna Convention (CISG).
- The courts of Nivelles (Walloon Brabant) have exclusive jurisdiction. MATEXCO may however bring proceedings before any other competent court against the Buyer or its assets. Either party may seek interim or protective measures before any competent court.
- Any amendment to the contract requires a writing accepted by both parties. The applicable Conditions are those in force at the formation of the contract.

Article 16 – Company details

MATEXCO ITS SA
Registered office: Vallon du Pâchis n°8, 1325 Dion-Valmont
Company registration number: BE1025.626.134
VAT number: BE1025.626.134
Country: Belgium
Telephone: +32 478 68 89 45
Email: info@matexco.be