

## Terms and Conditions of Sale

### **1. Definitions**

*In entrusting work to Cooling Services and Engineering SRL (hereinafter CSE), the Client acknowledges that the following terms and conditions apply. CSE's terms and conditions, which come into force as of now, can only be waived upon written agreement from CSE. These terms and conditions also apply if the Client places their order verbally and no delivery note or purchase order is subsequently issued.*

### **2. Client obligations**

*It is entirely the Client's responsibility to ensure that the work entrusted to CSE can be correctly executed. To this end, the Client shall clear the areas where the work is to take place. CSE cannot take responsibility for any potential damage caused by the Client failing to carry out these obligations.*

### **3. Deadline**

*Any deadlines for the completion of work are provided for advisory purposes only. These deadlines are given in good faith, and CSE will adhere to the stated completion deadlines to the best of our ability. In the event that CSE does not adhere to the stated deadline, the Client does not have any right to compensation.*

### **4. CSE's responsibilities**

*The work carried out by CSE is done on behalf of the Client and at the Client's risk. The Client shall therefore ensure to communicate in writing any information that will be helpful for the proper execution of the work. For example, the Client shall clearly indicate the areas in which the components need to be installed, existing electric wiring routes, existing water pipe routes, existing gas pipe routes, existing ventilation duct routes, information relating to the structure of the building, areas where drilling/coring is prohibited, etc. If precise information on these topics is not provided, CSE cannot be held responsible for any damage caused by the work carried out.*

*In the event that CSE is responsible for any destruction or loss, the damages claimed by the Client or a third party may not exceed the amount covered by the civil liability insurance CSE has taken out with Belfius Assurances, policy No. 113004476/2.*

*Goods delivered to a building site by CSE are the Client's responsibility. CSE cannot be held responsible in the event of theft or damage to the equipment on the aforementioned building site.*

*CSE acts as an installer. As such, CSE is responsible for installing the equipment according to the manuals provided by the manufacturers. If the Client is not the end customer, it undertakes to accept sole responsibility for the advice it has provided and not to serve us with a third party notice in this regard.*

### **5. Exclusion of CSE's liability**

*CSE cannot be held responsible for any indirect damage, including the loss of the use of the goods or loss of earnings. Moreover, CSE is not responsible for any damage, delay or non-fulfilment of the work following an unforeseen event, bad weather, mechanical failure, strikes, blockades, epidemics, war, etc.*

*The risks associated with these cases of force majeure are transferred to the Client upon confirmation of the order or acceptance of the quote.*

## **6. Guarantee**

*For a new installation, the guarantee is valid for 12 months from the invoice date. This guarantee may be extended if the manufacturer of the installed equipment offers longer guarantee conditions. In any case, after the 12 months covered by the guarantee, a potential guarantee extension would cover spare parts, but not labour or travel expenses. The extension is also subject to normal usage of the equipment supplied, as well as adequate maintenance and the return of any defective parts. In the event of repairs on existing equipment (outside the guarantee period), the guarantee only applies to the new parts actually fitted.*

## **7. Subcontractors and agents**

*CSE is authorised to have all or part of the work carried out by an agent or by one or more subcontractors.*

## **8. Complaints**

*In order to retain all rights, complaints must be submitted within 8 business days of the work completion date, or, in the event that the work is not carried out, within 8 business days of the date on which the work should have been completed. Complaints must be submitted to CSE via registered letter to our head office. Late complaints cannot be considered. Under no circumstances may the Client deduct all or part of a specified amount from any invoice payments to CSE.*

## **9. Payments**

*By accepting a quote, the Client accepts the payment conditions stated in that quote. In the absence of a written statement to the contrary, our price quotations are given in euros (€). All invoices are payable by bank transfer within 15 days of the invoice date. If no written complaint is submitted within 8 days of receiving the invoice, we will consider the invoice to have been definitively accepted. CSE retains ownership of the goods supplied until payment has been made for the full amount due as a result of the supply. CSE may rescind the sale and repossess any goods that have not been paid for in full upon the due date of the invoices, all of which shall be at the expense of the Client, without prejudice to potential damages. In the event of non-payment of one or more invoices by the due date, CSE will undertake all the steps necessary to obtain payment of the invoice(s). These steps may incur costs that must be paid by the Client: additional administrative costs, reminder fees, bailiff costs, court costs, etc.*

## **10. Jurisdiction**

*Our relationship with the Client is subject to Belgian law. Any disputes between CSE and the Client fall under the jurisdiction of Nivelles commercial court. However, CSE may submit the dispute to a court of our choosing. If one or several clauses of this agreement are found to be unenforceable for any reason, the other clauses still apply.*