



GENERAL TERMS AND CONDITIONS OF SALE DRUMDRUM

The following general terms and conditions are applicable, except for changes agreed by both parties by their express written agreement.

1. ORDERS

All orders are only valid after receipt of our written confirmation. In case of unilateral cancellation of an order by the customer, our damage will be calculated at 30% of the agreed total price (incl. taxes and costs), without prejudice to the right to claim compensation for the real costs or to claim the forced execution of the agreement. The terms and conditions of the order are solely these of our written confirmation, supplemented by our general terms and conditions of sale.

This is also the case when different terms and conditions are mentioned on the order of the customer. The general terms and conditions are completing the specific terms and conditions of our order confirmation; in case of conflict between both the specific terms and the general terms and conditions, the specific terms and conditions prevail. We reserve the right to claim payment guarantees from the customer, even during the execution of the order. In the event of a lack of timely and/or sufficient guarantee, any non-payment, bankruptcy, request for judicial composition or postponement of payment or dissolution or liquidation, publication of protested bills, a summons to appear before the court due to overdue payment, opening file to a service for the detection of companies in difficulty, press releases about bad solvency, or apparent inability of the customer, death, or sale, transfer, pledging, or transfer the clients' business or equipment, as well as when the customer does not accept a bill of exchange in good time, all outstanding amounts, including those owed by the customer to our affiliated companies, shall become immediately due, without the need for a notice of default, and despite payment terms authorized in advance and / or the drawing of bills of exchange or promissory notes and / or agreed distributed deliveries, and we have the right to cancel all our commitments by registered letter, without judicial intervention, without any liability for damages, and without prejudice to our right to claim damages.

2. QUALITY AND ACCEPTANCE

The use of, or filling out of our products, implies the customer's acceptance and total agreement with the quality of products delivered. Our responsibility regarding delivered barrels always ends as soon as filled barrels are shipped or stocked by our customer. Complaints regarding the goods delivered or work performed shall be formulated within eight days after the date of delivery, failure of which these complaints are forfeited and expired. All complaints must be made by registered letter.

Chemical or technical advices, both written and oral, are provided to the best of our ability and we do not accept any liability for this. It is the customer who is responsible if the chosen packaging appears unsuitable. We reserve the right, at any time, to make any changes to our packaging which we, for any reason, consider useful. Our packaging only complies with the specifications stated on the order confirmation. In the specific case of internal coating, we assume that the customer himself tests the chemical resistance of his product with the internal coating. If we have assisted in the tests or if they are carried out for the customer's account, the results obtained will only be communicated for information purposes only and without accepting any responsibility. We only guarantee that, for the inner coating used, the method of application is the same as the one we used for the samples delivered.

3. DELIVERY TIMES

The stipulated delivery terms do not bind us, these are only indicative. Any delay may never give rise to breach of the agreement or to any compensation.

If the delay or impossibility of execution of the contract is due to government orders, revocation or end of authorization, force majeure, mobilization, war, epidemic, lockout, strike, demonstration, defects, fire, flood, explosion, lack of raw material or labor or means of transport, altered economic circumstances, vandalism,

exceptional weather conditions, accidents and all circumstances that disrupt undeliberate our normal course of affairs, we have the right to end the contract by registered letter and without judicial intervention with regard to the unfinished commitments, without incurring any charge or compensation for both parties.

4. SHIPPING

All our deliveries are ex-works, unless stated otherwise.

The carriage of goods, either at the customer's address or at the places designated by him, is to be considered as a commercial token of goodwill, at the expense and at the risk of the said customer, and without responsibility for us even if the goods were delivered freight free.

5. PRICES

The prices given are valid only for the quantities and duration as indicated on our order confirmations. Supplementary quantities are considered to be a new agreement and may be supplied at different prices.

6. PAYMENT

All of our invoices are payable within 30 days after the end of the month of the invoice date, without discount, on our bank account as indicated on our invoice. Drawing a bill of exchange or cheque will only be considered as payment on the day that we unconditionally have received the amount of the bill of exchange or cheque and does not constitute a renouncement of our terms. All related costs are borne by the customer.

In the case of non-payment on the due date, an interest of 12% per annum is payable on the outstanding balance, up to full payment, without the need of any warning or notice of default. In the event of full or partial non-payment of the debt at maturity date, the outstanding balance will be additionally increased by 15%, with a minimum of 124 EUR, even in the event of granting payment facilities.

7. COURT AND LAW

The court of commerce of Gent, division Kortrijk, shall have exclusive jurisdiction to resolve any dispute. However, we reserve the right to bring the dispute before any other competent court. Belgian law applies exclusively with the exception of the Vienna Sales Convention

8. GENERAL CLAUSE

The terms that are determined by our general terms and conditions of sale or by the special terms of each agreement, do not prejudice our rights to ing our rights to claim compensation for all damages or for issuing all other non-expressly foreseen claims

9. RETENTION OF TITLE

THE SOLD OR DELIVERED GOODS, EVEN IF REWORKED OR USED, WILL ONLY BECOME PROPERTY OF THE CUSTOMER AFTER THE FULL PAYMENT OF THOSE GOODS, and after payment of the interests, damages and costs. The risk of the goods shall pass to the buyer as soon as our goods leave our warehouse. We have the right to take repossession of the products delivered without judicial intervention. The customer hereby gives permission to enter the premises where the goods are located. Our exercise of our retention of title does not constitute termination of the agreement. We are entitled to sell these goods by private sale or by auction. The proceeds will be deducted of the customer's commitments, after deduction of the sales costs. Any surplus will be for the benefit of the customer. The advance of the customer remains acquired as compensation and, will be charged to the customer's commitments, if applicable.