

General Conditions

HASSAL nv

These general conditions apply to all quotations, orders, assignments and agreements whereby HASSAL nv (“HASSAL”) delivers products/services/works, unless otherwise agreed in writing between HASSAL and the Client.

1. All offers from HASSAL are also subject to the General Terms and Conditions of Sale and Delivery of the European Foundries. See : [CAEF European General conditions Foundries](#)
2. Upon receipt of HASSAL’s quotation, the Client confirms that he has read these general terms and conditions and declares that he accepts them as general terms and conditions that will apply to any subsequent order.
3. The costs charged by HASSAL for moulds include the implementation cost for the moulds but not the intellectual property. This means that HASSAL exclusively retains the copyrights and all industrial property rights to the offers, designs, images, drawings, (test) models, software and CAD designs it has made. These rights referred to in this Article 3. remain the exclusive property of HASSAL, regardless of whether or not HASSAL has charged the Client for its production.
These aforementioned data may not be copied, used or shown to third parties or transferred by the Client without the prior written consent of HASSAL. This obligation applies to the Client but also to any third party engaged by the Client. The Client is obliged to submit to HASSAL the engagement of a third party in advance for written approval.
The Client will owe HASSAL an immediately payable penalty of € 25,000 (twenty five thousand Euro) for each violation of this provision. HASSAL is entitled to increase this fine on the basis of the actual cost and possible damage borne by HASSAL.
4. The moulds will be stored and maintained by HASSAL. These moulds cannot be claimed by the Client unless HASSAL is unable to produce or have it produced by a foundry designated by HASSAL or after mutual consultation and written agreement between both parties.
5. The Client is responsible for its own entry check and quality control of the products delivered by HASSAL and will inform HASSAL immediately, no later than 5 working days after delivery of the products by HASSAL, of any defects identified by the Client.

6. HASSAL is not liable for damage caused by a defective product as soon as the products delivered by HASSAL have been processed, treated or assembled by the Client or its subcontractors.

The Client is obliged to compensate HASSAL for all damage suffered by HASSAL in this respect, including the (full) costs of defense. In that case, the Client shall also indemnify HASSAL against all claims by third parties.

7. Warranty and other claims

- a) Unless otherwise agreed in writing, HASSAL guarantees the proper execution of the agreed performance for a period of six months after delivery or delivery.
- b) The guarantee provided by HASSAL consists of the replacement of the castings in question free of charge, insofar as the identification of a defect or damage has been communicated to HASSAL at the latest within the earliest date of i. 6 months after the delivery date and ii. the date before any processing or installation of the casting by the Client, assembly or disassembly by the Client by or its contractor.
- c) If the agreed performance by HASSAL is not in accordance with the Client's expectation and this has been confirmed in writing by HASSAL after its own confirmatory investigation by HASSAL and if the inappropriate quality has been confirmed and communicated to HASSAL by the Client within 6 months but at the latest before the date processing or installation of the casting by the Client after the delivery of the product in question, HASSAL will have the choice to produce the order again.

If HASSAL chooses to produce the order again, HASSAL will determine the method and its timing itself, and this within the shortest possible period feasible for HASSAL. In all cases, the Client must give HASSAL the opportunity to repair any defect or to carry out the order again after the aforementioned 6 months after the delivery date of the product in question. The Client can only invoke the guarantee after it has fulfilled all its obligations towards HASSAL, including payment of the invoices of HASSAL.

- d) The total liability of HASSAL arising from or in connection with the services and/or an agreement amounts to a maximum of EUR 20,000 (twenty thousand EURO).
- e) Parts or materials that have been accepted to be repaired or replaced by HASSAL must be sent to HASSAL by the Client.

The following costs shall be borne by the Client:

- all transportation or shipping costs;
- costs for dismantling, repair/replacement and assembly;
- travel and accommodation costs.

- f) HASSAL cannot be held liable to the Client for:
- loss of profit or revenue or loss or loss of contracts, goodwill, revenues or expected savings,
 - indirect losses and damages or consequential damages, regardless of their nature and origin, including, but not limited to loss of profits, business interruption, business damage, inability to enter into or continue contracts, loss of income, loss of goodwill, loss of time, loss of rent, cleaning costs, punitive and administrative measures and costs, fines, levies and taxes imposed as well as all other forms of indirect damage.

- g) No warranty is given by HASSAL if defects are the result of:
- normal wear and tear;
 - improper use;
 - maintenance that has not been carried out or has been carried out incorrectly;
 - installation, assembly, modification, in short, as soon as any further processing of the casting is carried out by the Client himself or by his subcontractors or clients,
 - repair by the Client or by third parties;
 - defects or unsuitability resulting from inappropriate specification by the Client;
 - defects in or unsuitability of materials or attachments used by the Client.
- h) The Client may no longer invoke a defect in the performance if it has not complained to HASSAL in writing within fourteen calendar days after it has discovered or should reasonably have discovered the defect, and this at the latest within 60 days after the delivery by HASSAL to the Client.
- i) The Client must submit complaints about the amount of the invoice to HASSAL in writing within 8 calendar days, under penalty of forfeiture of all rights.
- j) After the delivery time and/or implementation period has expired, the Client is obliged to take delivery of the products that are the subject of the agreement with HASSAL at the place agreed upon in writing.
- k) The Client must provide all cooperation that reasonably can be expected in order to enable HASSAL to deliver the ordered products.
8. The prices indicated in a quotation from HASSAL are subject to the evolution of the raw material and energy prices and indexation of labor costs between the date of the quotation and the date of the written acceptance of the quotation by the Client.
9. HASSAL will state in its final quotation whether or not the price of the order is subject to a phased payment by the Client.
10. **TERMINATION OF THE AGREEMENT**
- Without prejudice to the other rights and remedies that the Client has on the basis of an agreement or on any other basis and without becoming liable to the Client as a result, HASSAL may terminate an agreement (in whole or in part) by means of a written notice to the Client by e-mail or by registered letter, and unless otherwise stated by HASSAL, such termination shall take effect immediately in the following cases:
- a. in the event of a material or persistent failure in the performance of an agreement by the Client, which cannot be remedied within 10 working days after receipt of a written notice of default and this to the satisfaction of HASSAL; or
 - b. in the event of war, hostilities, civil war, rebellion, revolution, insurrection, natural disaster or any other disturbance occurring in the country and/or in the territorial waters of the country in which the services are provided or in the place where the Client or HASSAL is otherwise established, as well as in all other cases of force majeure if the circumstances giving rise to the force majeure persist for a period of more than 30 days; or

- c. if the Client enters into a settlement or negotiates a settlement with its creditors, or allows a judgment rendered against the Client is not executed within 20 working days; or
- d. when the Client convenes a meeting with its creditors, initiates proceedings for a judicial reorganization or a liquidator or receiver has been appointed for all or part of the activities of the Client or the Client goes into liquidation or if the court decides an order relating to the management or administration of the Client's assets or orders the liquidation of the Client or a similar event; or
- e. in the event of bankruptcy or death of the Client; or
- f. if the Client or any member of the Client's group becomes or is likely to become involved in giving evidence in any legal proceeding or arbitration proceeding that will affect the agreement with HASSAL or any matter related to or arising out of an agreement which would create a conflict of interest between HASSAL and the Client. If such circumstances occur or become known to HASSAL during the term of an agreement, HASSAL is entitled to discontinue the delivery of its services and HASSAL is released from all liability towards the Client with immediate effect, under the understanding that nothing can withhold the possibility of HASSAL introducing a claim against the Client or another third party for the costs incurred by HASSAL; or
- g. If, during the term of an agreement, the Client gets informed of circumstances relating to legal proceedings or arbitration proceedings as mentioned above, the Client must immediately inform HASSAL in writing, or
- h. if HASSAL at any time believes that the provision of the services by HASSAL or any aspect of an agreement results or may result in HASSAL violating a statutory or regulatory requirement or a requirement for independence in any jurisdiction; or
- i. if the Client undergoes a "change of control" at any time. "Change of control" is understood by HASSAL as a change in the ownership of the Client in such a way that a party other than the current owners acquires more than half of the shares or voting rights or that a new shareholder (other than those on the date of an agreement between HASSAL and the Client) can determine the composition of the Client's management; or
- j. if violence occurs or a threat of violence by the Client or its appointees against one or more employees of HASSAL and/or against subcontractors or advisors of HASSAL; or
- k. if the working environment where the services are to be provided is, becomes or may become unsafe; or
- l. if the Client does not want to pay or cannot pay its invoices for HASSAL's services or HASSAL's invoices for previous services; or
- m. in the event that there appears to be a (potential) conflict of interest before or during the performance of services.

- 11. No order placed can be cancelled by the Client. In the event of a breach of this request, the Client will have to reimburse HASSAL SA for all expenses incurred and for all services already performed on the day of the cancellation, as well as its budgeted profit on the executed order and, more generally, for all direct and indirect consequences of the cancellation. The fee relates to the quantities that are mentioned in the Client's confirmed order to HASSAL.

- 12. Every verbal agreement from a Client with a quotation from HASSAL will be answered by HASSAL with a written order confirmation. Without protest from the Client within 5 working days, this written order confirmation will be deemed to be the final order confirmation from the Client to HASSAL.

- 13. Applicable law and competent court
Belgian law applies. The courts of the district of Antwerp have jurisdiction over all disputes.

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