



www.ilahydro.be

GENERAL TERMS AND CONDITIONS OF SALE FOR PROFESSIONALS AND PRIVATE INDIVIDUALS

1. APPLICATION AND INTERPRETATION

These general conditions of sale exclusively govern all contractual relations between **JLA HYDRO SPRL** (VAT number BE 0885.372.745), a company incorporated under Belgian law and having its registered office Rue Pierre Jacques, 72 to 4520 Moha-Wanze, Belgium, and its operational office Rue Ernst Matagne 30 in 5330 Assesse, Belgium, hereinafter referred to as "JLA HYDRO" and the Customer. The general or special terms and conditions of the Customer are not opposable to JLA HYDRO. The conclusion of any Contract between the parties automatically entails the acceptance of these general terms and conditions by the Customer. Only special conditions indicated in the Contract or purchase order or agreed in writing between the parties may derogate therefrom.

Depending on the context and unless otherwise stated, (i) the term "Customer" in these Terms and Conditions shall be construed to mean as well any buyer, prospect, point of sale, distributor, partner or Contractor; (ii) the term "Contract" as an offer, quote, purchase order, Contract of sale or any other Contract between the parties; (iii) the term "Product" such as any turbine, hydroelectric equipment, hydroelectric power station, spare part, tools, installation and commissioning services, training service, maintenance and repair services, derivative or accessories designed, manufactured, made and / or marketed by JLA HYDRO.

2. OFFER, ORDER AND CONFIRMATION

All quotations and offers issued by JLA HYDRO are without obligation and have a validity period of maximum 30 days from the date of the document.

The Customer undertakes to collaborate with JLA HYDRO, in particular by communicating in a precise way the extent and the nature of its needs, all information concerning in particular its organization, the particular constraints which could have an impact on the supply of the Equipment, its technical and computer environment in particular, and more generally any information likely to allow or facilitate the supply of Equipment. The Customer acknowledges having verified the adequacy of the Equipment to its needs.

Any order or request made by the Customer, in writing or orally, commits the Customer immediately and irrevocably. It must, however, be confirmed by JLA HYDRO and will not be considered effective until the date indicated by this confirmation.

3. PRICES AND PAYMENT TERMS

All prices specified are valid only for quantities and payment terms offered and for orders received during the validity period of the offer.

Orders with a delivery lead time longer than one month are accepted subject to potential price increases that could be imposed by JLA HYDRO's partners or subContractors or caused by circumstances beyond the control of JLA HYDRO. and that would make the execution of the Contract more expensive to JLA HYDRO.

Unless otherwise agreed by the parties, the prices are EXW (ex works - ex-factory address of the operating offices of JLA HYDRO), excluding VAT or any other taxes, duties, transport and generally any other charges not mentioned specifically in the Contract. The Customer is responsible for insurance of transportation, handling and unloading, import duties, and all applicable taxes.

Unless otherwise agreed by the parties, all payments must be made to the account of JLA HYDRO before the order is shipped. They must be made in euros by bank transfer to the bank account indicated on the Pro Forma invoice. The Customer will receive an official invoice upon receipt of the first deposit.

Any complaint concerning invoices must be sent by registered letter within eight calendar days from the date of issue of the invoice concerned. After this period, no claim can be received and the invoice will be considered accepted.

If the Customer does not pay within the terms indicated on the invoice, he will be charged without notice to pay conventional late payment interest of 1,50% per month, with a supplement of EUR 200 for management fees. A month started is equivalent to a full month for the calculation of interests. The administrative and judicial costs of an eventual recovery will be the sole responsibility of the Customer.



www.ilahydro.be

GENERAL TERMS AND CONDITIONS OF SALE FOR PROFESSIONALS AND PRIVATE INDIVIDUALS

In case of a non-payment, JLA HYDRO reserves the right to suspend its own obligations, or even to resolve the Contract, while keeping the partial payments paid by the Customer to JLA HYDRO.

4. OWNERSHIP

The ownership of the Products ordered by the Customer will only be transferred to the Customer when the full price has been paid to JLA HYDRO, even if the Products have already been delivered to the Customer. In any case, the Customer may not dispose of it in any way whatsoever, nor install, transform, resell, use or assign to a third party until full payment of all sums due was not executed.

In the absence of full payment, JLA HYDRO has the right to claim its title of ownership and the Customer has the obligation to allow JLA HYDRO to regain possession of the Products without any difficulty.

5. EXECUTION LEAD TIME AND EXTENSION

The deadlines for the performance of JLA HYDRO's obligations are those agreed by the parties but are not fixed. JLA HYDRO's liability may only be incurred if the delay is significant and exclusively attributable to gross negligence on its part. The Customer has no right to refuse the Products, to demand compensatory compensation or the dissolution of the Contract due to delay in the delivery of the Products, unless JLA HYDRO makes a serious and intentional mistake.

Any change subsequently required by the Customer deviating from the original agreement may result in a price supplement and lead to longer lead time.

6. CONFORMITY AND WARRANTY

The Products are manufactured in compliance with the norms and standards in force in Belgium and in the European Union and according to the specifications stipulated in the order.

JLA HYDRO reserves the right to modify some characteristics of the Products without prior notice or agreement of the Customer, provided that their quality and performance are not diminished.

As soon as the Products are put into service and accessible to the Customer, the Customer must examine them carefully within 5 calendar days and must raise, in a precise and detailed manner, all apparent defects and non-conformities for which JLA HYDRO is entirely responsible. In addition to the detailed description, the Customer will send by email sufficiently explicit pictures to demonstrate these defects.

JLA HYDRO warrants that the products are free from any material defects that are not apparent and free of any non-apparent manufacturing defects for which JLA HYDRO is exclusively responsible during the periods indicated in the order form. However this warranty excludes, in general, any external cause, wear and tear, tampering, abuse, neglect, misuse, unreasonable use, improper maintenance, transportation, loading and unloading, abnormal conditions of temperature, humidity or dirt and any other improper act, intentional or otherwise caused by the Customer or by a third party.

This guarantee also excludes all consequences and problems arising from:

- any improper storage of the Products;
- any modification of the Products by the Customer or a third party;
- any use of parts supplied by third parties (replacement parts, accessories, etc.);
- the layout of the premises, the setup and installation of the Products that have not been strictly compliant, in particular with the recommendations and manuals & procedures for installation, use and maintenance transmitted by JLA HYDRO, the rules of the art and according to the requirements generally expected of any professional of the sector, according to the rules of the art in the field of preparation of the ground (stabilization, embankment, leveling, etc.), according to the professional and regulatory requirements of electrical installations, according to environmental regulations, and boundary and building permit requirements with local authorities before work begins.

In case of defects reported under the terms of the preceding paragraphs, JLA HYDRO must repair or exchange all or part of the non-compliant Products. Products traded or repaired will continue to be under warranty for the unexpired period of the base warranty period but may not exceed this period. The costs of sending and forwarding the Products will be borne by the Customer.



www.ilahydro.be

GENERAL TERMS AND CONDITIONS OF SALE FOR PROFESSIONALS AND PRIVATE INDIVIDUALS

In the event that a law specifically related to warranties applies in a mandatory manner to the Contract between the Customer and JLA HYDRO and provides for a longer warranty period, this law will be applied only within strict limits and only for parts / components falling under the obligation of the legal warranty. It will not affect all other clauses of the Contract and these terms and conditions that would not be contrary to the law.

7. CONFIDENTIALITY

The parties undertake not to disclose information of any kind exchanged during the discussions and negotiations or during the performance of the Contract and to take all appropriate measures to prevent such disclosure. They guarantee that their employees respect this obligation, even after they have ceased their duties. If the negotiations fail, the confidentiality obligation will survive until the information is made public.

However, the parties may communicate this information to other companies in their groups (suppliers, subContractors, consultants), for which they are obliged to impose the same obligation of confidentiality. The parties hereby expressly and fully respect the obligation of confidentiality of those to whom the dissemination of information is expressly authorized.

8. REFERENCE OF THE CUSTOMER

Unless otherwise agreed in writing, JLA HYDRO is entitled to refer to the Customer's name as a reference and to put pictures of the Products installed on any support whatsoever (brochure, website, stand, poster, etc.), as well as general and public information on Products sold by JLA HYDRO to the Customer.

9. INTELLECTUAL PROPERTY RIGHTS

JLA HYDRO is and will remain the sole owner and beneficiary of all present and future intellectual rights, whatever they may be, concerning brands, logos, technology, designs, graphic creations, products, models, concepts, the know-how, the original ideas related to the Products, no matter if these are protected, deposited or not. The Customer undertakes not to imitate or counterfeit the Products, nor to market identical or similar concepts, nor to register, nor to deposit a trademark, logo or model, nor generally to have an intellectual property right recognized on all these elements, nor disclaiming the Products that he would have acquired, in any way whatsoever.

10. LIABILITY LIMITATION

JLA HYDRO is not responsible for the presence or absence of safety devices designed to put the rotating parts of the Products out of reach. In the event that the installation of the Products is not carried out by JLA HYDRO, the responsibility for this protection, the installation and the performance of the Products is entirely the responsibility of the Customer.

In the event that its liability is involved, JLA HYDRO will only be liable for direct damages caused exclusively by its gross and intentional negligence, excluding any other damage such as loss of opportunity, overheads, loss of profit, loss of Customers or expected savings, or any other indirect damage or loss.

The amount of damages that JLA HYDRO may be liable for would not exceed 10% of the amount of the Contract.

The Customer shall maintain safe working conditions at the site where JLA HYDRO deploys works or services and shall advise in a timely manner, in writing, all applicable health, safety and environmental requirements and procedures at the site. To this end and depending on the nature of the work, the Customer will require from JLA HYDRO the information, collaboration and coordination measures necessary to ensure both compliance with applicable legislation and, as a matter of priority, appropriate management. in this domain.

11. FORCE MAJEURE

The parties are not liable for the non-performance of any Contractual obligation where this non-performance is due to an event of force majeure, beyond the will and control of the parties and which could not reasonably be expected of them to take it into account at the time of entering into the Contract or to prevent or overcome it even where such event does not make the performance of the Contract completely impossible or substantially more difficult or burdensome. The following events will especially be considered force majeure cases : fire, strike, accident, illness, natural disaster, war, destruction of facilities or equipment, computer bugs, changes in the computing environment, general lack of supplies or means of transport, delay or non-fulfillment of the obligations of suppliers or subContractors of JLA HYDRO.



www.ilahydro.be

GENERAL TERMS AND CONDITIONS OF SALE FOR PROFESSIONALS AND PRIVATE INDIVIDUALS

The defaulting party in such circumstances shall notify the other party as soon as possible in writing. The obligations of the parties whose performance has become impossible due to force majeure may be temporarily suspended or renegotiated. In case the force majeure lasts more than 6 months, the Contract will be automatically terminated or resolved, without compensation, unless otherwise agreed by the parties.

12. CONTRACT RESOLUTION

JLA HYDRO has the right without prior notice to terminate the Agreement or suspend its own obligations at any time and without notice or compensation to the Customer:

- in the event that the Customer fails in its Contractual obligations or if it turns out that it will not execute or seriously risk not performing one of its obligations, and even before this obligation is due. In this case, all (s) payment (s) executed or due by the Customer is / are definitively acquired by JLA HYDRO, without prejudice to any damages and interest if the amount of the damage actually suffered by JLA HYDRO proves to be to be more important.
- in the event of incapacity, bankruptcy, insolvency, cessation of payment, request for suspension of payment, amicable or judicial concordat, or any other event indicative of financial difficulties on the part of the Customer.
- in the event of the termination by JLA HYDRO of the exercise of his professional activity or substantial modification of its exercise.
- in the event of a force majeure event lasting more than 6 months.

In the event that the Customer terminates the Contract without serious and intentional fault from JLA HYDRO, it will automatically be entitled to a lump sum compensation equivalent to 50% of the price of services remaining to be performed by JLA HYDRO, without prejudice to damages and possible interest if the amount of the damage actually suffered by JLA HYDRO turns out to be greater.

13. APPLICABLE LAW AND JURISDICTION

The Contract and these general terms and conditions are governed by Belgian law.

The parties undertake to privilege, in all circumstances, the amicable resolution of any litigation arising therefrom.

In the event that such an amicable settlement is not possible within one month of the occurrence of the dispute, the parties will refer to the rules of BMediation (www.bemediation.be) for any dispute arising out of or relating directly or indirectly to the Contract. The mediation will take place in Liège and the proceedings will take place in French.

If you are a consumer, you may prefer and require the use of the Consumer Mediation Service (<http://www.mediationconsommateur.be/fr>).

In the event of failure of the mediation, any dispute related to this Contract and the subsequent orders and Contracts between the Parties will be taken to the courts and tribunals of Huy or the constituency of JLA HYDRO headquarters in case of relocation.