

MARITECH | General Terms and Conditions of Sale, Delivery and Payment (EN)

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These general terms and conditions apply to all quotations, orders, agreements and deliveries of goods and services by Maritech Comm.V. (hereinafter “Maritech”), unless otherwise agreed in writing. By placing an order or entering into an agreement, the client expressly accepts these terms and conditions. Deviating terms and conditions of the client shall only be binding insofar as Maritech has explicitly accepted them in writing.

Article 1. – Quotations and Formation of the Agreement

1.1 All quotations by Maritech are non-binding and valid for the period expressly stated on the quotation. In the absence of such a period, quotations are valid for 30 calendar days from the date of dispatch.

1.2 An agreement is formed at the moment Maritech has received the client’s written order or signed quotation and has confirmed it in writing, or upon commencement of performance.

1.3 Estimates and price quotations are based on the values of wages, materials, raw materials and services applicable at the time of the quotation, in particular the Agoria wage index and prevailing market prices for raw materials. Maritech reserves the right to adjust the price proportionally in the event of an unforeseen and demonstrable increase in these costs (> 5%), substantiated by objective indices (e.g. the Agoria wage index, published commodity indices), resulting from circumstances beyond its control. The client shall be notified immediately in writing and shall have the right to terminate the agreement in writing within 8 calendar days of notification, without compensation.

Article 2. – Delivery

2.1 Stated delivery times are indicative and non-binding, unless expressly confirmed in writing as fixed. The parties may at any time agree in writing on a binding fixed delivery time; in the absence of such written confirmation, the delivery time remains purely indicative. Exceeding an indicative delivery time does not entitle the client to compensation, price reduction or dissolution of the agreement. Exceeding a contractually fixed delivery time does entitle the client to dissolve the agreement, without prejudice to the right to compensation in the event of intent or gross negligence on the part of Maritech.

2.2 Delivery takes place “ex works” (EXW, Incoterms 2020), unless otherwise agreed. Goods travel at the buyer’s risk from the moment of dispatch, except in the case of intent or gross negligence by the carrier.

2.3 If the client fails to collect the goods on the notified date, Maritech reserves the right to regard the agreement as dissolved after 15 calendar days without prior notice of default. Storage pending collection or delivery shall be at the cost and risk of the buyer.

2.4 Maritech reserves the right to make partial deliveries, which may be invoiced separately.

Article 3. – Retention of Title

3.1 Delivered goods remain the exclusive property of Maritech until the buyer has fully paid all amounts due, including principal, interest, costs and any damages.

3.2 As long as the retention of title applies, the buyer is not entitled to transfer, encumber or otherwise dispose of the goods without Maritech’s prior written consent.

3.3 The risk of loss, damage or destruction of the goods passes to the buyer upon delivery or collection, regardless of the retention of title.

Article 4. – Prices and Invoicing

4.1 All stated prices are exclusive of VAT, unless expressly stated otherwise. The applicable VAT is stated separately on the invoice.

4.2 Invoices are payable net on the due date stated on the invoice, or in the absence thereof within 30 calendar days of the invoice date.

4.3 When Maritech performs services or installations, payment shall be staged as follows, unless otherwise agreed in writing:

- a) 1/3 upon signing of the purchase order;
- b) 1/3 upon commencement of the service or performance;
- c) 1/3 upon completion or delivery.

4.4 For consultancy assignments, payment milestones and/or dates shall be recorded in writing per project in the purchase order or project agreement. In the absence of such arrangements, the phasing of Article 4.3 applies. The trigger for the second instalment shall be linked to a concrete project milestone (e.g. delivery of analysis, start of implementation phase) or a pre-agreed date, as described in the project agreement.

Article 5. – Late Payment

5.1 In the event of non-payment or late payment, statutory interest shall be due automatically and without prior notice of default in accordance with the Act of 2 August 2002 on combating late payment in commercial transactions (where applicable), or the statutory interest rate for non-commercial transactions.

5.2 In addition to the statutory interest, a fixed penalty of 10% of the total invoice amount, with a minimum of € 50, shall be due automatically and without notice of default, to cover administrative and collection costs, without prejudice to Maritech's right to claim higher proven damages.

5.3 Costs associated with unpaid bills of exchange, cheques or other collection costs are not included in the fixed penalty and will be charged separately.

5.4 In the event of late payment, Maritech reserves the right to suspend all ongoing deliveries and services until full payment of all outstanding amounts, without the client being entitled to compensation.

Article 6. – Complaints and Conformity

6.1 Complaints regarding visible defects or non-conformity upon delivery must be reported in writing (by registered letter or e-mail with confirmation of receipt) within 8 calendar days of delivery, and in any case before use, processing or resale of the goods.

6.2 Complaints regarding hidden defects must be reported within 8 days of discovery and no later than 1 year after delivery.

6.3 Objections to an invoice must be made in writing within 8 calendar days of the invoice date, stating the invoice date and number.

6.4 Filing a complaint does not suspend the client's payment obligations.

6.5 Returns are only permitted with Maritech's prior written consent and are at the client's risk and expense.

Article 7. – Cancellation

7.1 In the event of cancellation of the order by the client after confirmation, the client shall owe compensation equal to the costs demonstrably already incurred by Maritech (including but not limited to: purchased materials, reserved capacity, services already rendered, preparation costs and transport costs), plus 15% of the value of the cancelled order as a fixed indemnity for lost margin and administrative costs, with a minimum of € 50. Maritech reserves the right to claim higher proven damages where the demonstrable costs and lost margin so justify.

7.2 If Maritech cancels the agreement without valid reason, it shall owe the client a fixed indemnity of 15% of the value of the agreement, with a minimum of € 50.

Article 8. – Force Majeure

8.1 In the event of force majeure or unforeseen circumstances that prevent or hinder the performance of the agreement (including but not limited to: strikes, lock-outs, fire, flooding, government measures, pandemic, shortage of raw materials, disruptions at suppliers), performance shall be suspended for the duration of the

impediment. Either party may terminate the agreement without compensation if the impediment persists for more than 3 months.

8.2 Maritech shall notify the client in writing of a force majeure situation as soon as possible.

Article 9. – Limitation of Liability

9.1 Maritech's liability is in all cases limited to the amount of the invoice concerned or, in the case of a series of deliveries, to the amount of the last invoice. This limitation does not apply to liability under the Act of 25 February 1991 on liability for defective products, nor to damage caused by intent or gross negligence.

9.2 Maritech is not liable for indirect damage, consequential damage, loss of profit, loss of production or reputational damage of the client, regardless of the cause. This exclusion does not apply in the event of intent or gross negligence by Maritech, nor to claims under the Product Liability Act of 25 February 1991.

9.3 Maritech is not liable for damage caused by incorrect installation, improper use or non-compliance with the instructions for use by the client.

9.4 The client shall indemnify Maritech against all third-party claims arising from the processing, use or resale of the delivered goods.

Article 10. – Installation and Technical Advice

10.1 Technical advice and recommendations by Maritech are based on information provided by the client and are purely indicative. The client is responsible for providing correct and complete technical data (including diagrams, installation specifications).

10.2 Maritech is not liable for the consequences of incomplete or incorrect information provided by the client.

10.3 Unless expressly agreed otherwise in writing, the client shall ensure that the necessary permits, safety measures and access are in place for the performance of installations. For electrical installations falling under the AREI (General Electrical Installations Regulations), Maritech as the executing party remains bound by the applicable statutory safety standards, without prejudice to the client's responsibility for compliance with permit and notification obligations.

Article 11. – Intellectual Property

11.1 All intellectual property rights in products, documentation, designs, software, methods and know-how of Maritech remain the exclusive property of Maritech or its licensors. The client obtains only a non-exclusive, non-transferable right of use.

11.2 The client undertakes to maintain the confidentiality of all technical and commercial information received in the context of the cooperation with Maritech.

Article 12. – Warranty and Money-Back

12.1 Maritech warrants that the delivered products conform to the specifications stated in the quotation. Other warranties, whether statutory or otherwise, are expressly excluded to the extent permitted by applicable law.

12.2 Where Maritech expressly offers a "money-back" guarantee (e.g. for pilot projects), this applies – unless otherwise stated on the quotation or purchase order – for a maximum of 4 months after delivery. The refund equals the purchase price less a deduction for project costs demonstrably incurred by Maritech, comprising: (a) man-hours worked for follow-up and project management, invoiced at the applicable hourly rate; (b) wear and use of equipment and devices deployed, calculated on the basis of the applicable depreciation rate; and (c) transport costs incurred. These deductions shall be specified per project and communicated to the client prior to activation of the guarantee.

Article 13. – Personal Data Protection (GDPR)

13.1 Maritech processes personal data of the client and its contact persons as data controller in the context of the performance of the agreement and its legal obligations, in accordance with the General Data Protection Regulation (GDPR – Regulation (EU) 2016/679).

13.2 Personal data is used for: customer management, invoicing, communication, legal obligations and any dispute resolution. Data is not transferred to third parties outside the EU without appropriate safeguards.

13.3 The data subject has the right of access, rectification, erasure, restriction, portability and objection. Requests may be submitted via info@maritech.org. The client also has the right to lodge a complaint with the Data Protection Authority (www.dataprotectionauthority.be).

Article 14. – Governing Law and Jurisdiction

14.1 These general terms and conditions and all agreements with Maritech are governed exclusively by Belgian law. The Vienna Convention on the International Sale of Goods (CISG) is expressly excluded.

14.2 In the event of a dispute, the courts of the district in which Maritech has its registered office have exclusive jurisdiction (district of Antwerp, Mechelen division, or justice of the peace), unless mandatory statutory provisions require otherwise.

Article 15. – Miscellaneous Provisions

15.1 If any provision of these terms and conditions is or becomes void or unenforceable, this shall not affect the validity of the remaining provisions. The parties shall in good faith agree on a valid replacement provision that most closely approximates the economic intent of the void provision. In the absence of agreement within a reasonable period, the competent court shall determine the appropriate replacement provision.

15.2 Maritech's failure to enforce any right or provision of these terms and conditions shall not constitute a waiver of that right or provision.

15.3 These general terms and conditions have been drawn up in Dutch. In the event of any translation, the Dutch text shall prevail.

15.4 Maritech reserves the right to amend these general terms and conditions. The client shall be notified in writing. Amendments do not apply to ongoing, confirmed agreements.