GENERAL TERMS AND CONDITIONS | GRL

1. DEFINITIONS

1.1. For the purposes of these General Terms and Conditions, as well as for the interpretation and performance of any Agreement between GRL and the Customer, the following terms, when written with a capital letter, will have the following meanings (unless expressly stated otherwise or if the context clearly requires otherwise):

Offer	GRL's offer to the Customer, whether by email or otherwise, together with these General Terms and Conditions, which is in no way binding on GRL but should be regarded merely as an offer to contract.
General Terms and Conditions	These General Terms and Conditions, as made available to the Customer prior to the conclusion of the Agreement and as expressly accepted by the Customer by placing its Order.
Order	The Order that the Customer sends to GRL, which includes all requested Services and Products.
Services/Products	The services for which the Customer uses GRL, or the products that GRL purchases from or sells to the Customer, as further described in these General Terms and Conditions or in the Order Confirmation.
GRL	The GRL Group and/or an entity of the GRL Group that contracts with the Customer and/or will perform the agreed Works. GRL reserves the right to divide the performance of the Works among the various entities within its group: (i) For glass recycling, this is: the limited liability company "**GRL GLASS RECYCLING**", with its registered office at Dellestraat 10, 3560 Lummen, RLE Antwerp, division Hasselt, registered in the Crossroads Bank of Enterprises under no 0420.133.625 and with the VAT administration under no BE 0420.133.625; (ii) For transport services, this is: the limited liability company "**GRL LOGISTICS**", with its registered office at Dellestraat 10, 3560 Lummen, RLE Antwerp, division Hasselt, registered in the Crossroads Bank of Enterprises under no 0421.925.353 and with the VAT administration under no BE 0421.925.353; (iii) Overhead is the limited liability company "**GRL HOLDING**", with its registered office at Dellestraat 10, 3650 Lummen, RLE Antwerp, division Hasselt, registered in the Crossroads Bank of Enterprises under no 0457.194.355 and with the VAT administration under no BE0457.194.355.
Customer	The companies/governments wishing to purchase or sell Services/Products to GRL under the terms and conditions of these General Terms and Conditions and/or the Agreement.
Order Confirmation	The confirmation by GRL that the Customer's Order has been accepted. This confirmation may either be communicated in writing by GRL to the Customer, or be apparent from the (commencement of the) execution of the Customer's Order by GRL, including the making of practical arrangements in this regard.
Agreement	The agreement between the Customer and GRL, consisting of these General Terms and Conditions, as well as the Order Confirmation.
Force Majeure	All circumstances that are unforeseeable or unavoidable at the time of the conclusion of the Agreement and make it impossible for GRL to perform the Agreement or would make the performance of the Agreement financially or otherwise more onerous or difficult than reasonably foreseeable, such as, for example, but not limited to war, natural conditions and/or disasters, epidemics, pandemics, weather damage, fire, confiscation, illness, strike, staff shortages, depletion of stock, machine breakdown, lock-out, electrical, computer, internet or telecommunication failures, hacking, governmental decisions or interventions (including the refusal or cancellation of a permit or licence), fuel shortages, delays by and/or bankruptcy of Contractors or other third parties whose services/goods GRL uses/assumes.
Party	GRL or the Customer.
Parties	GRL and the Customer.
Works	The Services/Products provided by GRL to the Customer.

1.2. If any provision of these General Terms and Conditions is unclear or ambiguous and requires explanation, this provision should always be interpreted according to the spirit of these General Terms and Conditions. In the event of doubt, the Dutch version of these General Terms and Conditions will take precedence over any translation, including but not limited to this English version.

2. SCOPE

2.1. These General Terms and Conditions apply to all Offers, Orders, Works, deliveries of Products, Services and Agreements of and with GRL, as well as any purchase of Products by GRL.

2.2. If there are differences between the provisions in these General Terms and Conditions and the Order Confirmation, the relevant provision(s) in the Order Confirmation will take precedence over the General Terms and Conditions. Matters not regulated under these General Terms and Conditions or in the Order Confirmation will be governed by Belgian law.

2.3. The terms and conditions of the Customer are not applicable to the Agreement, unless GRL has agreed to them in writing in advance. Furthermore, if GRL has previously agreed to this in writing, these General Terms and Conditions will continue to apply in a supplementary fashion. Even if the Customer is a government and the provision of Services/Products is made

in the context of a public tender, in which priority has been given to the Customer's terms and conditions (tender), these General Terms and Conditions will continue to apply additionally unless expressly provided otherwise.

2.4. Any changes to the Terms and Conditions may only be cited against GRL if such changes have been approved in writing by GRL.

2.5. The Customer declares that it understands (the meaning of) all technical terms in these General Terms and Conditions or in the Order Confirmation, including the possible additions within the framework of the above Order Confirmation.

3. RELATIONSHIP BETWEEN THE PARTIES

3.1. The Customer will never have the right to (legally) bind GRL, except with the express, written and prior consent of GRL.

4. OFFERS & ORDERS

4.1. Unless otherwise stated, any Offer on behalf of GRL will expire after thirty (30) days. The Agreement is concluded at the moment that GRL (i) confirms the Order in writing (whether or not through the Order Confirmation) or starts to perform the relevant Order. If the Order Confirmation contains modifications and/or additions, such modifications and/or additions will be binding on the Customer, subject to written notice of non-acceptance within two (2) days of receipt of the Order Confirmation and in any case before GRL has commenced performance of its duties under the Agreement.

4.2. Sizes, weights, capacities and other details included in the Offer, in catalogues, advertisements, images and price lists and/or made available on the website are intended as indicative values only. These details will not be binding on GRL unless expressly stated or agreed otherwise.

4.3. The Customer is solely responsible for the correctness and accuracy of its Order. In addition, the Customer is required to provide GRL with all necessary and reasonably useful information regarding its Order in order to enable GRL to correctly and timely fulfil its duties under the Agreement.

4.4. Any Order accepted by GRL is binding on the Customer. Under no circumstances can the Customer cancel Orders without GRL's prior, express and written approval to do so.

4.5. Changes to Orders will only be accepted insofar as they are made in writing and in good time. GRL will endeavour to make these changes, but does not enter into a performance commitment in this context. Without prejudice to the above, if GRL has already started the execution of the Order in question (expressly including the ordering of products, raw materials and/or parts or other elements but also the drawing up of its internal planning), the Customer may in no case hold GRL liable for not implementing the changes.

4.6. GRL reserves the right to suspend the performance of its Works if:

4.6.1. The Customer has not fulfilled its payment duties in respect of any (including any previous) Order with GRL;
4.6.2. The Customer is in default of its duties under these General Terms and Conditions or the Agreement;
4.6.3. The Customer, its branches and/or subsidiaries show signs of insolvency (to be understood in the broadest possible sense).

If the Order is delayed due to the above circumstances, the Customer will compensate GRL in full for all costs resulting from this delay, such as, for example, but not limited to storage costs, lost contracts with third parties, loss of turnover, loss of revenue as well as any loss of profit and loss sustained. In addition, the Customer acknowledges that under no circumstances can it recover from GRL any damage it suffers itself as a result of any delays.

4.7. Subject to the observance of a thirty (30) day notice period, GRL is entitled to change and/or stop the production of certain Products, the provision of well-defined Services or the modification of its activities, notwithstanding GRL's rights in the event of Force Majeure and/or changed legislation.

5. WORKS

5.1. GRL will perform the Works as indicated in the Order Confirmation or these General Terms and Conditions. Unless expressly agreed otherwise, the Services are not obligations to attain a determined result but mere obligations of means for GRL.As a general rule, GRL does not guarantee that the Works are suitable for every specific purpose (or consequence) envisaged by the Customer.

5.2. GRL will endeavour to perform the Works in accordance with strict quality and safety regulations. A list of certificates obtained by GRL is available on the GRL website or on request from your contact at GRL.

5.3. Deadlines indicated by GRL regarding when the Works will be delivered are always approximate. In case of overrun, GRL will not be liable and the Customer is not entitled to compensation or to suspend any duty.

5.4. The Customer undertakes to provide all necessary and reasonably useful cooperation to GRL in order to allow GRL to perform its Works in a timely and correct manner. GRL will never be liable for deficiencies in the performance of the Works insofar as those deficiencies are the result of defects in the performance of this duty of cooperation on the part of the Customer.

5.5. Any delivery of Products will be made in accordance with the Incoterm EXW, warehouse GRL (Incoterms version 2020), unless otherwise expressly agreed in writing between the Parties.

5.6. Any goods of GRL will remain the exclusive property of GRL at all times, even if placed/installed (for an extended period) at the Customer's premises. The Customer declares that it accepts that the goods in question cannot become its property in any way (including by immovable creation through destination or incorporation or by accession). The Customer undertakes not to remove any markings present on the good indicating that it is the property of GRL. If the property is seized (or if the Customer's assets are threatened with seizure), the Customer undertakes to notify GRL of this immediately (and no later than 24 hours after receipt of notification to this effect) by email and by registered letter.

5.7. The Customer undertakes to adequately insure GRL's goods placed/installed at its premises at all times against, in particular, theft, storm damage, vandalism, collision, water damage, flooding and/or natural disasters and fire. On GRL's first written request, the Customer will provide GRL with a certificate of insurance, together with proof of payment of the relevant premiums. Moreover, the Customer will at all times take adequate measures to protect GRL's goods against theft.

5.8. To the extent that GRL rents goods to the Customer, each good is deemed to be delivered to the Customer in working and good condition. The Customer will be required to expressly make reserves regarding all visible defects of the good in question. In the absence of written notification of visible defects in the good within the forty-eight (48) hours following the delivery of the good in question, the goods will be deemed to have no visible defects. The Customer bears the risk regarding damage to this property and is required to take care of it with due diligence. This duty includes, but is by no means limited to, the duty to ensure that third parties cannot use the good, to keep the good clean and tidy and, in the event of storm, thunderstorms, etc., to take all necessary and/or useful measures to protect the good from damage. If damage occurs to any of the goods, the Customer must notify GRL in writing and without delay and in no case later than twenty-four (24) hours after the Customer learns (or should learn) of the damage. The Customer will strictly follow any instructions given by GRL in this regard.

5.9. The Customer is required to return the leased goods to GRL at the end of the Agreement, in the same condition in which it received them from GRL, except for normal wear and tear. If the goods are not returned in that condition, the Customer will fully compensate GRL for the cost of repairing the good, as well as for the loss sustained by GRL for the period of unavailability of the good.

6. SPECIAL PROVISIONS ON RECYCLING

Purchase of glass waste by GRL

6.1. If the Works involve the collection of glass waste (to be understood in the broadest possible sense), the Customer is required to provide a clear description of the specifications of the glass waste with its Order. If it is subsequently found that the actual specifications of the glass waste differ from this description, the consequences of this will be at the expense and risk of the Customer.

6.2. GRL reserves the right to request a sample of the relevant glass waste from the Customer prior to confirming the Order. The associated costs will be borne by the Customer to the extent that the glass waste does not match the Customer's description. GRL reserves the right to reject or qualify glass waste as being of specifications other than those agreed and, on that basis, to revise the agreed price for the glass waste according to the applicable rates.

6.3. The Customer undertakes to strictly respect GRL's guidelines regarding the offering of the glass waste. GRL is entitled to refuse the Works if the Customer does not comply with these instructions. The Customer agrees to indemnify GRL for all damages sustained by GRL as a result of the Customer's breach of the provisions of this article.

6.4. If the Customer leases goods (e.g. glass containers) from GRL, this lease is entered into for the term specified in the Order Confirmation. If the Customer continues to use the good after that period has expired without protest to this effect by GRL, the lease agreement will be tacitly renewed on the same conditions and the Customer will be liable to pay GRL a monthly lease premium for this. This premium will be calculated pro rata to the premium that the Customer owed for the use of the good for the period specified in the Order Confirmation.

6.5. The Customer will indemnify GRL for all damages that GRL might sustain, expressly including the claims of other customers of GRL, as a result of inferior quality of the glass waste compared to the agreed specifications.

Sale of glass shards by GRL

6.6. GRL's Products are classified by GRL according to their specific specifications. The Customer is required to clearly indicate in its Order what specifications its glass shards should have.

6.7. On delivery of the Products, the Customer is required to immediately carry out a diligent examination of the condition of the goods. Visible defects will be reported immediately and in no case later than forty-eight hours (48h) after delivery of the Products. Late reported visible defects to the Products will under no circumstances give rise to further liability on the part of GRL. Invisible defects in the Products will be detected with due diligence and reported to GRL no later than six (6) months after delivery. Late reported invisible defects to the Products will under no circumstances give rise to any further liability of GRL.

7. SPECIAL PROVISIONS ON LOGISTICS

7.1. The prices agreed for logistics Services are annual prices and can be changed annually by agreement between the Parties. If the Parties do not agree on the applicable increase in prices, the price of the previous year will apply, plus ten per cent (10%).

7.2. Our drivers, co-drivers or handlers, or the drivers, co-drivers or handlers on behalf of a subcontractor of GRL (including that subcontractor itself) are under no circumstances authorised to accept instructions or declarations binding GRL as to:

7.2.1. The value of the goods to serve as reference in case of total or partial loss or in case of damage (see Articles 23 and 25 CMR);
7.2.2. Delivery terms (see Article 19 CMR);
7.2.3. COD instructions (see Article 21 CMR);
7.2.4. A special value or interest in delivery (see Articles 24 and 26 CMR);

Nor are they authorised to accept instructional or declaratory statements that bind GRL in any way (legally).

7.3. The Customer will specify in its Order the value of the goods concerned in order to allow GRL to assess in advance, for example, whether it is adequately insured to transport these goods (non-exhaustive).

7.4. GRL is responsible for the required documents under the CMR when transported by road, as well as any identification form. The Customer is responsible for all other documents related to the transport, such as, for example but not limited to, any import/export documents and related formalities. If the transport is maritime, the Customer or the producer/shipper will provide a Bill of Lading in accordance with the relevant provisions in the CMR.

8. INVOICING & PAYMENTS

Invoices from GRL

8.1. All invoices are payable in cash in EUR, at the registered office of GRL and no later than the due date mentioned on the invoice. All prices are exclusive of VAT and any other duties, taxes, (environmental) levies and charges. If the Customer pays in a currency other than EUR, all exchange costs will be borne by the Customer. There is no discount for cash payment unless expressly agreed in writing.

8.2. Complaints regarding invoicing must be formulated within eight (8) days from the invoice date. Suspension of payment of previous invoices or set-off against recovery is not allowed. The undisputed part of the invoice must always be paid. If the Customer proceeds to (partially) pay an invoice, such (partial) payment will amount to irrevocable acceptance of the invoice.

8.3. In case of non, late or incomplete payment of an invoice within the deadline, the Customer is liable to GRL:

8.3.1. For interest by force of law and without notice of default on the outstanding amount in accordance with the Law of 2 August 2002 on combating late payment in commercial transactions, from the due date of the invoice until the day of full payment; and
8.3.2. By force of law, an amount equal to 10% of the invoice amount with a minimum of two hundred and fifty EUR (€ 250,00) will be due as liquidated damages for the collection and administration costs incurred by GRL as a result of the late, incomplete or non-payment by the Customer, without prejudice to any other rights GRL may have under these General Terms and Conditions, the Agreement or the law and without prejudice to GRL's right to claim and prove higher damages.

8.4. Partial payments will only be accepted subject to all reserves and will be charged (in respective order) to (i) interest due, (ii) damages and (iii) only then to outstanding customer sums. In addition, in case of incomplete or late payment of one invoice, all other invoices from GRL to the Customer will automatically fall due. These sums will from then on bear interest and give rise to damages as referred to in Article 8.3.2.

8.5. GRL is at all times entitled to suspend its duties under these General Terms and Conditions or the Agreement, in whole or in part, in case of late, incomplete or non-payment on the part of the Customer, without prejudice to any other rights GRL may derive from the General Terms and Conditions, the Agreement or the law. In addition, all Products will remain the exclusive property of GRL until such time as full payment has been received.

8.6. If an event occurs during the course of the Agreement, including, but not limited to, the non-payment (or late payment) of one or more invoices by the Customer, or a seizure of the Customer's goods or any other situation as a result of which GRL reasonably doubts the creditworthiness of the Customer, GRL is entitled to require a (supplementary) advance payment or other guarantees from the Customer for the further performance of the Agreement. If the Customer fails to provide these additional guarantees within a period of 15 calendar days after receipt of a written notice to this effect from GRL (email will suffice), GRL will be entitled to terminate the Agreement immediately by registered letter, without prior intervention of a court and without compensation.

8.7. Without prejudice to the other grounds for termination of the Agreement between the Parties, if the Customer defaults in paying the sums due to GRL, GRL may, at its discretion and without prejudice to any other right that GRL may derive from these General Terms and Conditions, the Agreement or the law:

8.7.1. Demand the dissolution of the Agreement in court (without prior notice);
8.7.2. Terminate the Agreement on written notice to the Customer;
8.7.3. Demand the enforced performance of the Agreement.

In any event, on dissolution of the Agreement in accordance with Article 8.7 (whether through a court or on notice), the Customer will be liable to GRL for damages in the amount of seventy-five per cent (75%) of the outstanding amount (provisional estimate), without prejudice to GRL's right to claim and prove higher damages.

8.8. Under no circumstances will the drawing of any bills of exchange or other negotiable documents constitute a novation.

Invoices from the Customer

8.9. Invoices addressed to GRL by the Customer will be paid by GRL no later than sixty (60) days after the invoice date. The Customer accepts that under no circumstances may interest or damages higher than those provided for in the Law of 2 August 2002 on combating late payment in commercial transactions apply. The Customer agrees not to apply any interest or compensation clauses to any outstanding customer amount than after registered notice of default with remedy period of at least thirty (30) days. GRL reserves the right to dispute any invoice due to the Customer within eight (8) working days from the date GRL receives the invoice.

9. NON-SOLICITATION

9.1. The Customer undertakes not to do any of the following during the entire term of the Agreement, as well as for a period of twenty-four (24) months from the termination of the Agreement (for any reason), without the express written consent of GRL.

9.1.1. Inducing or attempting to induce a person who is or was a Customer, supplier or other business associate of GRL to cease doing business with GRL, significantly reduce his/her business with GRL or would start doing business with GRL on less favourable terms than before;

9.1.2. Inducing or attempting to induce any employee, agent or self-employed person (such as, for example, but not limited to freelancers and/or consultants) who is or was active within GRL to terminate his or her employment or contractual relationship with GRL, whether or not such employee, agent or self-employed person would thereby be in breach of contract.

9.2. If the Customer commits a breach of its duties under this article, it will automatically owe GRL liquidated damages in the amount of ten thousand EUR (€ 10.000,00), to be increased by one thousand EUR (€ 1.000,00) for each day that the breach continues and without prejudice to GRL's right to claim and prove higher damages.

10. LIABILITY

10.1. Except in cases of fraud, intentional and/or serious errors in the performance of the Works by GRL and/or its assigns, GRL will in no event be liable for indirect damages, such as, but not limited to, loss of sales, loss of profits, loss of customers, an increase in overheads, administrative and/or personnel costs, consequential damage and/or reputational damage.

10.2. Without prejudice to the above, GRL's total maximum (contractual and extra-contractual) liability under the Agreement will be limited to the lesser of the following two amounts:

10.2.1. The amount to which GRL's insurance intervenes, being a total maximum of two and a half million EUR (€ 2.500.000,00); or

10.2.2. The sum of the invoices paid by the Customer in the year preceding the event giving rise to liability. If a year has not yet elapsed at the time of that event, the sum of the invoices paid by the Customer up to that time will be taken into account as the maximum amount for compensation.

11. DURATION & TERMINATION

Duration of the Agreement

11.1. If the Agreement relates to the purchase and collection of glass waste from the Customer, the Agreement will have a duration of three (3) years, unless expressly agreed otherwise. The Agreement will be tacitly renewed for periods of one (1) year, subject to written termination by a Party at least six (6) months prior to the expiry of the initial end date.

11.2. If the Agreement relates to the sale of glass shards (end-of-waste) to the Customer, the Agreement has been entered into for a fixed duration of one (1) year, unless expressly stated otherwise on the Order Confirmation. The Agreement will be renewed for periods of one (1) year each, subject to written notice of termination by a Party at least three (3) months prior to the end of the duration of the initial end date.

Termination of the Agreement

11.3. The Parties may terminate the Agreement at any time by joint written agreement.

11.4. GRL will, in any case, have the right to unilaterally terminate this Agreement immediately and free of charge by registered letter, without the intervention of a court, in case of any of the following special circumstances:

(i) The Customer's assets are seized or the Customer loses the right to dispose freely of all or part of its assets;
(ii) In case of cessation of payment or (the application for) bankruptcy, or an appeal to the collective debt settlement procedure by the Customer;
(iii) On liquidation or cessation of the Customer's business;
(iv) Breaches of the duties under this Agreement which were notified by GRL to the Customer by registered letter and were not resolved by the Customer within thirty (30) days from the postal date of the above letter.

11.5. Termination of the Agreement by GRL in application of article 11.4. will automatically render all sums due by the Customer under the Agreement payable, even those for which the payment duration has not yet expired. These sums will accrue interest from the date of termination of the Agreement.

12. CONFIDENTIALITY & PRIVACY

12.1. Neither Party will be permitted to disclose (i) the existence or content of this Agreement or (ii) any commercial matters pertaining to the other Party that have come to its knowledge under the Agreement or otherwise, in the broadest possible sense, to any third party without the prior written and express consent of the disclosing Party, except to its own personnel who necessarily need them for the performance of the Agreement and to the extent that they are bound by confidentiality undertakings. For disclosures to third parties, the disclosing Party will not unreasonably withhold its consent to the extent that such third parties are bound by confidentiality duties that provide, at a minimum, similar protections as this Article.

12.2. If a Party commits a breach of any of its duties under this Confidentiality Article, the Party at fault will pay to the other Party liquidated damages of ten thousand EUR (€ 10.000,00), to be increased by one thousand EUR (€ 1.000,00) for each day that the breach continues, without prejudice to the right of the non-defaulting Party to prove and claim higher damages.

12.3. Both Parties undertake to comply with current applicable international and domestic privacy laws such as, for example, (i) the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC and (ii) the Act of 30 July 2018 on the protection of individuals with regard to the processing of personal data with regard to the processing of personal data pursuant to the Agreement.

13. FINAL PROVISIONS

Environmental legislation

13.1. GRL will at all times endeavour to provide the Services in accordance with the environmental legislation in force at the time. GRL expects the Customer (i) to comply at all times with the environmental legislation in force as well as to do its utmost to facilitate GRL's compliance with this legislation by, for example (without being exhaustive): punctually fulfilling its duties under the Agreement, providing GRL with all useful and/or necessary information spontaneously and no later than on first request and not using GRL's Services to the extent that they could cause a breach of the environmental legislation then in force on GRL's behalf. The Customer will fully indemnify GRL for all damages resulting from a breach by the Customer of its duties under this Article 15.1.

Non-waiver

13.2. Even a repeated non-application of one of the rights that GRL enjoys under the Agreement or the law will under no circumstances be construed as a renunciation or a waiver by GRL. The Customer will not derive any right from any non-application, nor will the non-application prevent GRL from exercising the right(s) concerned at a later date. Any waiver of a right on account of GRL, must be express and in writing. Even if in a specific situation GRL waived (the application of) a right, this waiver will not create any rights with respect to the Customer in other (even similar) cases.

Severability

13.3. The Parties are satisfied that the Agreement is binding and valid in all its aspects. Nevertheless, should one or more provisions of the Agreement be null and void or invalid, such nullity or invalidity will not affect the validity of the remaining provisions of the Agreement. Provisions that would be affected or voided by invalidity will remain binding for the part of them that is legally permissible.

13.4. The Parties undertake to immediately replace any provisions that would be void and/or invalid with valid provisions that come as close as possible to their common intention.

Portability

13.5. Under no circumstances is the Customer permitted to transfer all or part of his/her duties under this Agreement to third parties without the express, prior and written consent of GRL.

Publications

13.6. Under no circumstances will the Customer have the right to make any publications, regardless of the manner (paper, internet, website or through any other medium such as for example but not limited to social media, blogs, vlogs etc) in which it mentions GRL or deals with (the content of) its Agreement with GRL, except if GRL has given prior, express and written consent.

Choice of residence & Notices

13.7. For the execution of the Agreement, the Parties elect domicile at their respective registered offices, subject to notice by registered letter by one Party to the other of a different address. Under no circumstances will GRL be liable for any damage that may occur if the Customer did not notify GRL of the change of its address or did not do so in time.

13.8. All communications in connection with or following the performance of the Agreement must be confirmed by email with acknowledgement of receipt or by registered letter. The Customer acknowledges that invoices and correspondence may be sent by email to the agreed invoicing email address. Between the Parties, a dispatch notice showing that invoices and correspondence were delivered in the above manner will constitute sufficient evidence.

Evidence & Electronic Economy

13.9. In addition, the Parties expressly acknowledge that the provisions of Book XII "Law of the Electronic Economy" of the Belgian Code of Economic Law apply in full to the General Conditions and/or the Agreement and that electronic forms of communication create a valid agreement. GRL may use any electronic files to prove the existence and content of the Agreement. An ordinary or a qualified electronic signature is by no means an essential requirement of proof.

Non-compliance exception (*ENAC*)

13.10. Any default by the Customer on one or more duties it has entered into under the Agreement or under these General Terms and Conditions entitles GRL to suspend the performance of its own duties under the Agreement or the General Terms and Conditions, without prior formal notice of default, until such time as the Customer has fully performed its duties.

Substitution of debtor and unilateral price reduction

13.11. The parties agree that the sanctions/remedies contained in article 5.85 of the Belgian Civil Code regarding the substitution of the debtor and article 5.97 of the Belgian Civil Code regarding unilateral price reductions do not apply to the Agreement.

Force Majeure & Change of circumstances

13.12. Under no circumstances will GRL be liable for deficiencies in the performance of its duties under the Agreement, if such deficiencies are due to Force Majeure.

13.13. Situations of Force Majeure will entitle GRL to suspend/revise its commitments subject to written notice to the Customer, without the Customer being able to claim compensation from GRL for this. If the Force Majeure situation lasts longer than forty (40) days, the Customer will be entitled to terminate the Agreement.

13.14. In case of a change of circumstances within the meaning of Article 5.74 of the Belgian Civil Code, GRL is entitled to suspend the performance of its duties under the Agreement and to request the Customer in writing (e.g. through email) to renegotiate the terms of (the relevant part of) the Agreement. The Customer will cooperate in good faith in such renegotiation and will not act unreasonably or abusively during such renegotiation. If the Customer refuses or does not cooperate in good faith in these renegotiations, as well as in case the Parties do not reach an agreement within thirty (30) calendar days after GRL's request to renegotiate, GRL may unilaterally and extrajudicially terminate the Agreement with immediate effect, without being liable for any compensation.

13.15. The Parties exclude the possibility for the court to amend this Agreement due to a change of circumstances as referred to in Article 5.74 of the Belgian Civil Code. The court, if approached, will have sole jurisdiction to terminate this Agreement.

Entire agreement

13.16. The Agreement contains the entire understanding between the Parties with respect to its subject. As such, this Agreement supersedes all previous agreements, understandings (written or oral) between the Parties relating to the subject of this Agreement.

13.17. Amendments to the Agreement are only possible with the prior written agreement of both Parties.

Applicable law and competent court

13.18. The Agreement is governed exclusively by Belgian law, to the exclusion of the Vienna Sales Convention as well as any other rule of private international law that would make the law of another country applicable.

13.19. In the event of a dispute between GRL and the Customer regarding the performance, validity or interpretation of this Agreement, without prejudice to GRL's right, due to urgent measures to safeguard its rights, to still bring the matter before the court having jurisdiction in accordance with Article 13.18.3:

13.19.1. This dispute will first be escalated to management level at both the Customer and GRL. The Parties will seek an amicable resolution of this dispute at management level;

13.19.2. If, in application of Article 13.13.1, no amicable solution to the dispute was reached within ten (10) working days of escalation, the Parties undertake to apply the CEPANI Mediation Rules to the dispute. The place of mediation will be Lummen and the proceedings will be conducted in Dutch.

13.19.3. Should mediation fail, the dispute will be finally settled by the courts of the registered office of the company of GRL that entered into the Agreement.