



TERMS AND CONDITIONS OF SALE

Thermo-Clean Heusden-Zolder N.V.
Thermo-Clean Wallonie-France Nord S.A.
Thermo-Clean Nederland B.V.

hereinafter referred to as “Thermo-Clean”

Art. 1 - IMPLEMENTATION OF THE AGREEMENT

Both contracting parties have explicitly agreed that, when an order is consigned to Thermo-Clean, the terms and conditions defined below apply and remain an integral part of any future orders that we may receive. The parties may only deviate from the terms and conditions below on the basis of mutual and written agreement. These terms and conditions only apply between the parties, excluding those who may be listed in correspondence, on order forms, invoices or in any other co-contractor document. The agreements must be implemented in good faith. The parties may not regard any of the provisions stipulated in the current terms and conditions of sale as a style clause. No addition or deviation may be invoked as if it were a definite rule, as both parties declare themselves formally committed to these terms and conditions.

Art. 2 - COMPLAINTS

Any complaints that may arise must be submitted to the branch with which business has been conducted and by registered mail within eight calendar days of the delivery date of the goods or services. Complaints regarding the contents of the invoice must be submitted in the same manner and within eight days of the issue date. The goods that are the subject of the complaint must be made available for investigation and inspection within 24 hours of the submission of the complaint. They must be in the same condition as delivered by Thermo-Clean, without any alterations, repairs or treatments. They are considered to be accepted by the buyer if, at the time of our investigation, they are no longer in the same condition as when delivered by Thermo-Clean. The return of the goods must be carriage paid and requires prior written permission.

Art. 3 - TRANSPORT AND SHIPPING

The organization of transportation of the materials of the customer will be invoiced to the customer in addition to the cleaning service. The amount to be invoiced depends on the type of transport, the frequency of transport, the times allowed, the quantity, the nature and the dimensions of the materials to be transported.

The goods transported by our services are insured according to the normal CMR conditions. If the goods require additional insurance, this must be announced prior to the acceptance of the order. The premium for this is 0.0588% of the insured value per single trip, with a minimum premium of €102.40 per single trip (excl. VAT). This premium is subject to an administrative surcharge of €35 (excl. VAT). The customer must ensure appropriate and solid packing of the goods at all times. Any damage to the goods due to inappropriate packing may not be recovered from Thermo-Clean. Cleaning costs resulting from improper packing will be recovered from the customer. The packaging must meet the current environmental requirements. The customer is responsible at all times for the loading and unloading of the goods at the customer's premises, even if shipment falls under the administration of Thermo-Clean. In the event of combination transport, the stated prices apply only to combination transport and include loading and unloading (max. 30 min.). Additional hours/waiting time will be invoiced.

Art. 4 - DELIVERY TIME

The expiry of agreed delivery times alone does not dissolve the agreement. Dissolution may only take place after prior written proof of default, which must include a final delivery time. This time shall not be shorter than six weeks. Non-observance of established delivery times may not result in a claim for compensation. If the goods cannot be collected by the customer within eight days of being informed of their availability, they will be returned by Thermo-Clean against payment of freight costs.

Art. 5 - QUOTATIONS

Quotations are only binding for Thermo-Clean for a maximum of three months of the quotation date, unless stated otherwise in the quotation. Any acceptance after this period does not constitute a commitment towards Thermo-Clean. The quotations submitted by Thermo-Clean are based on current wages, labour costs, social security and government contributions, freight, insurance premiums, energy costs, prices of raw and other materials and components, exchange rates, environmental fees, recycling fees and any other costs on the quotation or contract date, respectively. In the event of an increase of one or more of these factors, Thermo-Clean reserves the possibility of reviewing its tariffs without prior notice (including outstanding orders) irrespective of the annual revision under Article 12 of these conditions.

When preparing quotations, the prices are calculated based on details submitted by the customer regarding amounts, degree of contamination, type of contamination, substrate used, dimensions, etc. Any discrepancy between the details received and the material that was actually delivered will automatically lead to an internal blockage of the goods and to a new quotation. Customs duties, VAT and other current and future taxes are always at the expense of the buyer. Every change to the duties and taxes stated between the date on which the order was accepted and the date on which the order was invoiced is at the expense of or to the benefit of the customer.



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Administrative costs

The order number must be received no later than the last working day of the month in which the work was performed, with the exception of cleaning carried out based on actual costs incurred. To this end, the order number must be provided within three working days of receiving the revised calculation. Since the late arrival of an order number causes an additional administrative burden, it will be necessary to invoice a surcharge of €75 (excl. VAT). If invoices must be entered in customer portals or through an invoicing company, this will create additional administrative work and an additional €50 (excl. VAT) per invoice will be charged.

Minimum order amount and surcharges

The minimum order amount is €80 (not including VAT and shipping). Therefore, €80 (excl. VAT) will be charged automatically if the order sum for the cleaning is less than €80 (excl. VAT). A surcharge will be charged in the following cases (unless agreed otherwise in a contract):

Description of surcharge	Cleaning	Heat treatment
Urgent* processing of goods	25%	25%
Processing on Saturdays	50%	50%
Processing on Sundays and holidays	100%	100%
In cases of extreme paint contamination** (layers between 4-9 mm)	50%	N/A
In cases of very extreme paint contamination** (layers thicker than 9 mm)	100%	N/A.
Reservation fee calculated on the basis of the amount offered***	25%	25%

*We define urgent as faster than the normal agreed time period.

**For improperly painted parts, see the surcharges stated below.

***Reservation fees are charged if Thermo-Clean must cancel or reschedule pre-reserved installation capacity due to circumstances for which the customer is responsible.

Surcharges for aluminium profiles and improperly painted parts:

Layers > 150 micron	40%
Layers > 250 micron	80%
Epoxy layers and very old paint layers	Subsequent calculation of min. +100%
Lengths < 4000 mm	10%
Short & long profiles in one box	15%
Staining sheet metal work	15%
Compound profiles (frames, corners, etc.)	On request

Art 6 - CONTAINERS

If Thermo-Clean provides the customer with containers for the cleaning and transport of the materials, the customer is liable for all damage if the containers are damaged by the customer on the customer's premises. If the customer arranges transport, the customer is also liable for any damage to the containers incurred during transport. When applicable, the customer must provide the materials for paint stripping/cleaning in the above-mentioned containers. If these cannot be used due to special circumstances, the customer must provide the materials for paint stripping/cleaning in full metal containers or boxes (preferably Euro pallet size), which can be placed directly in our installations. If, due to incorrect packaging, additional work by Thermo-Clean is necessary, the costs incurred will be passed on to the customer by means of an hourly rate. Materials to be cleaned must be stacked correctly for thermal paint stripping/cleaning, so that both the paint stripping /cleaning and post-treatment can be carried out by Thermo-Clean without having to handle the parts to be cleaned. The customer can obtain the correct method for this on request. Additional work due to repacking, etc. is always invoiced separately. Containers that are made available remain the property of Thermo-Clean at all times. If Thermo-Clean or the customer terminates the collaboration, the customer must return all containers to Thermo-Clean in their original state immediately on termination of the collaboration. Any necessary repairs, as well as the replacement of containers that have been lost, will be charged to the customer.

Art. 7 - INVOICING AND PAYMENTS

Thermo-Clean has the right to invoice the work already carried out, depending on the goods or services provided, even if the latter have not been completed. All invoices are payable in cash and without discount to Thermo-Clean, unless agreed otherwise in writing; clearance is therefore not permitted. On default of payment of the invoices on the expiry date, interest will be charged from the payment deadline by operation of law and without prior proof of default. An administrative fee of €50 (excl. VAT) will be charged from the second reminder. Moreover, invoices that have not yet expired will be immediately due and payable in case of overdue payment. On default of payment or violation of any kind of obligation, it is agreed that the co-contractor owes, by operation of law and without prior proof of default, compensation in the amount of 10% of the amounts stated in the agreement or of the amount still owed, with a minimum of €75 (excl. VAT). Both interest rates and compensation are in accordance with Directive 2011/7/EU of the European Parliament and Council of 06.02.2011 combating late payment in commercial transactions. Thermo-Clean reserves the right to suspend or cancel the further processing of other orders in the above-mentioned case.



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Art. 8 - SUSPENSION OF SERVICES

Thermo-Clean has the right to suspend its services as long as the customer does not fulfil any obligation arising from this or any other agreement.

Art. 9 - RIGHT OF LIEN

For claims arising from this contract and all other contracts concluded with the customer, Thermo-Clean has a lien on all movable property of the customer's in its possession.

Art.10 - LIABILITY

The customer is aware of the processes used by Thermo-Clean, as specified in Article 14, and must inform Thermo-Clean of the relevant technical data and contamination of goods provided to Thermo-Clean. Thermo-Clean is not liable for damages caused by the customer's failure to comply with the obligation to provide this information. The customer exempts Thermo-Clean from any liability to third parties due to, for example, environmental damage, personal injury and other forms of damage resulting from a violation of the obligation to provide information by the customer. Without prejudice to these provisions, Thermo-Clean is only liable in all cases for damages that occur as a direct result of the treatment by Thermo-Clean and therefore not for consequential damage or damage resulting from, for example, theft by third parties, unless this is the result of intent or deliberate recklessness. As far as liability is concerned, Thermo-Clean's liability is limited to the invoice amount that Thermo-Clean was entitled to charge for the contract from which the damage resulted, up to a maximum of €25,000 (excl. VAT).

Art. 11 - JURISDICTION AND CHOICE OF LAW

In the event of a dispute, only the business courts in the province (Belgian) Limburg are competent to take cognisance of the dispute. Belgian law applies.

Art. 12 - INDEXATION OF CLEANING PRICES

Our cleaning prices are adjusted annually by means of a fixed indexation formula. These adjustments are always carried out on January 1st. The new indexes are always compared in the first half of the month of November. Since our cost price comprises 50% labour, 10% energy and 40% general costs, we use a formula that contains all of these elements:

$$(CP * (50\%(LA1/LA0) + 10\%(EN1/EN0) + 40\%(REM1/REM0))) = P_{new}$$

Explanation abbreviations formula

Labour = LA

LA0 = previous year*

LA1 = current year

Energy = EN

EN0 = previous year*

EN1 = current year

Remaining costs = REM

REM0 = previous year*

REM1 = current year

Cost price = P

CP = current prices

* The previous year is always the year preceding the year in which the services were delivered.

We base our data on data obtained from the following sources:

Belgian plants

Labour costs:	https://www.werk.belgie.be/nl/statistieken Thematic indicators – Conventional wages and work duration – Index figure for conventional wages: ICL01 Evolution and conversion coefficients for workers (Excel).
Energy costs:	https://statbel.fgov.be/nl/themas/consumptieprijindex/consumptieprijindex#figures Downloads Index per product / product group from 2006 (Excel), pt. 04.5 Electricity, gas & fuel percentages (line 134).
Remaining costs:	https://statbel.fgov.be/nl/themas/consumptieprijindex/consumptieprijindex#figures Downloads Consumer price index from 1920 and health index from 1994 (Excel) – tab general index = year of reference 2013.

Dutch plant

Labour costs:	https://opendata.cbs.nl/statline/#/CBS/nl/dataset/84180NED/table?ts=1574931299395 Labour costs per product unit; national calculations, Labour costs per product unit for employed persons. Seasonally adjusted.
Energy costs:	https://opendata.cbs.nl/statline/#/CBS/nl/dataset/83935NED/table?dl=18628 Producer price – price index figure – total energy carriers 2010=100.
Remaining part:	http://statline.cbs.nl/StatWeb/publication/?VW=T&DM=SLNL&PA=83131ned Consumer prices; price index 2015=100 (column CPI).

Art. 13 - INDEXATION OF TRANSPORT PRICES

Our transport costs are linked to the transport index. Potential price adjustments occur on 01/01, 01/04, 01/07 and 01/10 and are based on the index of the prior month. If this index has increased or decreased by more than 1%, our transport prices will be adjusted automatically. This index can be followed at:

Belgian branches

<http://www.itlb.be>

Dutch branch

<https://opendata.cbs.nl/statline/#/CBS/nl/dataset/83760NED/table?dl=393AD>
(49.41.1 Goods transport by road; 2015 = 100)



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Art. 14 - SPECIAL CONDITIONS

General

Damage due to corrosion and other deterioration caused by many years of use of the goods cannot be removed by our cleaning procedures and cannot be considered damage due to paint stripping/cleaning.

Heavily rusted components will still have an uneven surface after the cleaning and after-care process.

Blank material will still give black smudges if rubbed by hand or with a cloth. This is normal as bare steel will leave black due to the carbon content.

Abrasive can settle in the seams of the parts to be processed. This cannot be avoided. If this is not desired, a different post-treatment should be selected.

We deliver our goods to the agreed quality. However, this does not mean that this quality will last forever. The quality is limited and also subject to weather influences and the manner of storage. If the materials no longer meet the desired quality due to late collection or commissioning and / or incorrect storage, they can be treated again. There are of course additional costs involved.

If a higher quality code is desired instead of the one that is valid according to the quotation or mutual agreements, this can be organized at additional costs. Please note that not all materials can be delivered to quality code 1 because of, for example, hard-to-reach areas and other circumstances associated with the part to be processed. Our experts are happy to advise you about the possibilities.

If Thermo-Clean must take care of the dismantling/assembling of certain components of/on the part to be cleaned, it cannot be held liable for any damage to the machine component or dismantled/assembled parts, or for any resulting consequential loss. Unpackaged delivered material, i.e. (delivered) in packaging not suitable for our cleaning process, is subject to an hourly handling fee.

Type of contamination

Chemical and thermal cleaning is carried out in special and very expensive installations and using expensive chemical agents. Customers are obliged to report to Thermo-Clean the nature of the contamination and presence of special and/or unusual chemicals in the paint or on/in the materials. If the customer does not comply with this obligation of notification, any contamination or damage to, among other items, the cleaning products, cleaning installations, lorries, Thermo-Clean buildings and/or damage caused to third parties materials are recovered from the customer. Except for direct damage, Thermo-Clean can also charge the customer for the costs incurred for consequential damage. In the event of the presence of aggressive contamination, Thermo-Clean cannot be held liable for damage/deterioration of the customer's goods.

Thermal treatment

Thermal cleaning is carried out at temperatures of up to 450°C. Closed parts may explode due to increased internal pressure. Therefore, as a precaution, they must be provided with an opening. Damage to the materials to be cleaned or to our systems due to increased pressure within the components to be cleaned will be charged to the customer. All thermal oil must also be removed from the parts to be cleaned. Perforated sheet metal, fine sheet metal and grids may become deformed during thermal cleaning. Any stress in welds may be released and cause deformation. Thermo-Clean cannot be held liable for this. Stainless steel will lose colour when undergoing thermal treatment. Galvanised materials may corrode as a result of thermal and normal chemical treatment. To prevent corrosion of the zinc layer, we need to know in advance whether it should be maintained or not. After thermal paint stripping, the customer must remove zinc layers entirely before re-applying the zinc layer or coating. Even during paint stripping with preservation of the zinc layer, the layer of zinc might be damaged. The extent of the damage is determined by the quality of the layer. The paint-stripped parts are highly susceptible to different forms of oxidation and contamination. In order to prevent quality problems, the parts must be painted as soon as possible. Thermo-Clean may never be held liable for surface problems after a very long storage period.

Chemical treatment

The material to undergo chemical cleaning and/or post-treatment must be provided with a sufficient number of ventilation openings and outlets. These holes must be sufficiently large in order to guarantee outflow and to rinse the item to make sure that no substances remain on the products. Thermo-Clean cannot be held liable for quality problems due to an insufficient quantity and/or size of the openings. After chemical paint stripping, remnants of chemical products between joined sheet metal parts and hollow spaces are inevitable. This may lead to paint problems. Therefore, proper preparations before re-painting are necessary. Brief heating in a furnace may be an adequate solution, but must be tested by the customer before re-painting. Thermo-Clean cannot be held liable for any paint or rust problems that arise due to these remnants. If the customer indicates on the order form that aluminium profiles only need to be stained, then these will not be passivated. The profiles should therefore be treated by the customer as soon as possible. Moreover, the staining is only superficial, without any inspection of the remaining conversion layer. As we remove the paint by means of an immersion process and with (PU) foam-insulated profiles that cannot be closed, we wish to point out that the foam core will be saturated with paint-stripping product. Thermo-Clean can therefore not be held liable for any resulting problems. Since the profiles are no longer protected by paint after stripping, we protect them with packaging materials. As a result, they take up more space in the container than before treatment. The customer is therefore only allowed to fill containers 80%. The customer should note that there a maximum of two containers can be stacked.



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Car bodies & parts

Damage due to corrosion and other deterioration caused by many years of use of the goods cannot be removed by our cleaning procedures and cannot be considered damage due to paint stripping/cleaning. Heavily rusted components will still have an uneven surface after the cleaning and after-care process. During thermal treatment, the vehicle goes into the furnace for about eight hours at 430°C in an oxygen-poor environment. All paint, rutex, dinitrol, PU, etc. will be vaporised and reduced to ash (approx. 5% of the original volume). We will partly remove the ash residue by means of compressed air. The body and/or parts are not ready to be painted yet, but can be welded if necessary. The doors, engine cover, boot lid, etc. may remain closed. Small parts should be placed in the car body, preferably tied together with a steel wire. It is important to consider temperature. Materials that cannot withstand 430°C will disappear or become damaged, such as aluminium parts like rivets, identification plates, cabling, etc. In addition, ash remnants of PVC, putty or caulk should be thoroughly removed before painting, as these are hygroscopic and cause painting problems, especially around the windows. After chemical paint stripping, remnants of chemical products between joined sheet metal parts and hollow spaces are inevitable. This may lead to paint problems. Therefore, proper preparations before re-painting are necessary. Brief heating in a furnace may be an adequate solution, but must be tested by the customer before re-painting. Thermo-Clean cannot be held liable for any paint or rust problems that arise due to these remnants. For the electrophoretic (e-coat) painting process (or KTL treatment), the car body/parts must be stripped of all non-metallic parts, free from organic coatings, rust and remnants of grit. The materials should be transported as soon as possible after paint stripping to prevent surface rust. The parts must be transported and provided in dry condition.

Art.15 - INFORMATION

The customer declares to have received all desired and useful information about this agreement and its execution.

Art.16 – PERSONAL DATA PROTECTION

The Thermo-Clean Group attaches great importance to the protection of personal data. In this regard, the Client is invited to read the privacy statement available at the following address: <https://www.thermoclean.com/en/about-us/privacy-declaration/>.

Art. 17 – CONFIDENTIALITY

This agreement and any information exchanged between the parties or of which they would be aware before or during the implementation of the agreement, irrespective of their carrier, shall be considered strictly confidential (the "confidential information").

Each of the parties shall be relieved of its obligations of confidentiality in respect of information which: (i) was in the possession of that party prior to disclosure by the other party without that party being directly or indirectly the result of the unauthorized disclosure of that information by a third party; (ii) are in the public domain on the date of acceptance of the agreement or would fall into the public domain after that date, without the cause being attributed to the fact that the party is not complying with its obligations of confidentiality under the agreement; (iii) have been developed independently by that party, or (iv) whose disclosure is required by law or by a competent judicial or administrative authority.

Each party expressly and unconditionally undertakes not to disclose the provisions of this agreement and the confidential information it has received and/or received from the other party or from which it has received and/or will have it under the agreement, without the prior and written consent of the other party.

Each party undertakes, therefore, that neither itself nor its employees, subcontractors and advisors, for which it is responsible, shall disclose to anyone the terms of the agreement or confidential information to anyone and in any form, and not to exploit them for personal purposes and/or outside the performance of the partnership, except on the orders of the court or an administrative authority or legal body.

Each party also undertakes to take all necessary precautions to maintain this confidentiality, as if it were its own information, and in particular the parties which do not intend to restrict this list: (a) to disclose the terms of the agreement and confidential information only to employees, advisors or subcontractors who need it in the context of the implementation of this partnership; and cumulative (b) to ensure the material, physical and software security of confidential information, by all appropriate means, including but not only, by keeping it in secure locations.

The parties undertake to fulfil the obligations arising from this article for the duration of the agreement and for two (2) years after its term, irrespective of the cause of termination.

Art. 18 - COMMERCIAL REFERENCE

The customer authorizes Thermo-Clean to mention and use the customer's name and logo in the context of its own publicity for Thermo-Clean's various marketing materials and media.