

# TERMS AND CONDITIONS

(EN\_V1.0 dated 9 December 2025)

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## Article 1 – Scope

1. These clauses are in force for all sales and offers of JOMY S.A., unless an express written contradictory agreement is made.
2. By contracting with JOMY S.A., the Client expressly waives its right to rely on its own General Conditions. Consequently, all clauses other than and/or contrary to these General Conditions that may be stipulated in purchase orders, specifications, acceptance forms, or any other document whatsoever originating from the Client or its representative, may only be invoked against JOMY S.A. if they have been the subject of a prior, express, and written agreement on its part. This clause constitutes an essential element of all contracts concluded with JOMY S.A.
3. In the event of any conflict, the General Conditions of JOMY S.A. shall prevail.

## Article 2 – Price quote

1. Unless stipulated otherwise, all prices are fixed lump sums (relative) and are exclusive of VAT. VAT and other taxes, as well as any changes thereto, shall always be borne by the Client.
2. The prices mentioned in the offer only relate to the delivery of the supplies and goods and/or the execution of the works described therein, to the exclusion of all other services. Installation is only included if it is expressly stipulated in the offer.
3. Where applicable, prices are fixed in consideration of (i) the fact that JOMY S.A. will have access to the usual site facilities, such as closed premises, a storage area, etc., as well as the supply of water and electricity by the Client, and (ii) the fact that the premises on which JOMY S.A. is to intervene are compliant with the plans provided to it. Should either of these prerequisites not be met, the Client shall bear all necessary modifications at its sole cost, risk, and peril.
4. The prices in JOMY S.A.'s quotations or price lists are non-binding and shall only become binding upon JOMY S.A.'s written acceptance of the order. JOMY S.A. reserves the right to increase these prices to the same extent as the increase imposed by the market.
5. Unless otherwise agreed, transport is not included in JOMY S.A.'s prices. Unless otherwise agreed, JOMY S.A.'s prices shall be understood as Ex Works, at the factory located at rue Bourgogne 20, B-4452 Wihogne in Belgium. Delivery shall occur and the risks shall pass to the buyer at the moment the purchased goods leave the factory, or, in the event of a contrary agreement, at the moment the goods are delivered according to the definition of the Incoterm governing the agreement.
6. Unless otherwise stipulated, JOMY S.A.'s offers are valid for 30 calendar days from the date of their issuance.

## Article 3 – Execution of the Contract

1. By contracting with JOMY S.A., the Client acknowledges that minor adaptations may be required of the Parties during the performance of the contract due to technical or aesthetic constraints.
2. JOMY S.A. may use subcontractors for the performance of its services.
3. The dimensions indicated in JOMY S.A.'s technical documents, whether created by the engineers or resulting from the product configurator on our website, have a margin of error of 1% of the nominal value, and no liability is accepted within this margin of error.

## Article 4 – Delivery Times

1. Unless otherwise stipulated, the time limits are given for information purposes only.
2. The delivery period shall only commence after the receipt of all technical documents and the approval of these documents by the client and/or the regulatory authorities, as well as after the receipt of the sum due in case of advance payment. JOMY S.A. shall never be liable for damages caused by the non-delivery, issues, or delays in the delivery of the goods. The Client shall in no event be entitled to claim damages or assert any claim whatsoever should the time limits not be met.
3. In the event that JOMY S.A. is held liable for a delay in delivery, the buyer, should they have suffered a loss, may not claim damages exceeding 1.5% of the invoice amount for each full month of delay past the delivery date, up to a maximum of 5%. In the event of a delivery delay, the buyer shall not have the right to cancel the sales agreement.

## Article 5 – Payment

1. JOMY S.A.'s invoices are payable immediately, unless otherwise stipulated.
2. Under penalty of forfeiture, any complaint must be submitted by registered letter within seven (7) working days following the issuance of the invoice. Failing this, the invoice shall be deemed to have been irrebuttably accepted by the Client.
3. In the event of failure to pay, even partial, on the due date, JOMY S.A. shall be entitled to suspend all its services, at the Client's sole risk, or to terminate the contract(s) binding it to the Client, without prior notice or indemnity.
4. In the absence of payment, even partial, on the due date, the Client shall be liable, automatically and without prior formal notice, for: (i) late payment interest starting from the due date and calculated on the outstanding amount at the reference rate increased by eight percentage points referred to in Article 5, paragraph 2, of the Law of 2 August 2002 concerning the fight against late payment in commercial transactions, and (ii) a fixed indemnity corresponding to 10% of the outstanding amount with a minimum of €125.00, without prejudice to JOMY S.A.'s right to demonstrate the existence and extent of a greater actual loss and to obtain compensation for it.

## Article 6 – Transfer of Ownership and Risks

1. The supplies and goods subject of the contract shall remain the exclusive property of JOMY S.A. until full payment, in principal and ancillary charges, of the invoices by the Client.
2. The risk of loss or damage to the goods shall pass to the Client upon delivery or, in the event of transport, at the moment the goods leave the factory.
3. In the event of transport of the supplies and goods, JOMY S.A.'s involvement shall be limited to good administration. The supplies and goods shall only be insured against transport risks at the express request of the Client and at the latter's exclusive expense.

## Article 7 – Acceptance

1. The supplies and goods are presumed to be accepted by the Client at JOMY S.A.'s workshops within seven (7) days following the date of notification of their availability. In the event of installation by JOMY S.A., the Client undertakes to proceed with the acceptance of the works immediately upon their completion.
2. Acceptance entails the approval by the Client and excludes any recourse on its part due to apparent defects of any nature whatsoever.
3. Acceptance shall be confirmed either by the signature of a delivery note or an acceptance report, or by the absence of protest, by registered letter, within a period of seven (7) working days starting from the delivery of the supplies and goods or the completion of the works.

## Article 8 – Warranty

1. Defects, whether apparent or not at the time of delivery, must be notified in writing to JOMY S.A. within two (2) weeks following their discovery.
2. The warranty offered by JOMY S.A. shall cease upon the expiration of a period of twenty-four (24) months from the date of the invoice and shall be limited to the replacement of the recognized defective element, to the exclusion of any other intervention.
3. In no event shall JOMY S.A. be liable for direct or indirect damages caused by any defect in the goods delivered. JOMY S.A. shall never be liable for damage caused by natural wear and tear or by improper installation.

## Article 9 – Force Majeure and Unforeseeability

1. JOMY S.A. shall in no event be held liable for the total or partial non-performance of its obligations when such non-performance results from a case of force majeure or an unforeseen event, to be understood as any event beyond its control that JOMY S.A. could neither foresee nor avoid, and which temporarily or permanently prevents the performance of its obligations.

2. Similarly, JOMY S.A. shall in no event be held liable for the total or partial non-performance of its obligations when such non-performance is due to an event beyond its control, and which JOMY S.A. could not reasonably have expected, rendering the performance of its obligations not impossible, but only substantially more difficult or more onerous, temporarily or permanently. The Parties agree that any increase in production costs exceeding 20% (materials, supplies, goods, wages, energy, fuel oil, etc.), considered jointly or separately, shall constitute such an event. Should such an event occur, the Parties shall mutually consult in order to agree on the necessary adjustments to restore the contractual balance and allow for the continuation of the performance of the contract.

## Article 10 – Responsibility

1. The Client shall be solely responsible for obtaining the authorizations or permits related to the performance of the contract. JOMY S.A. declines all liability in this regard, particularly in the event of urban planning offenses. Where applicable, the Client shall indemnify JOMY S.A. against the consequences of any actions that the administration or third parties may bring against it.
2. Non-Contractual Liability: The Client acknowledges and accepts that it cannot hold JOMY S.A. non-contractually liable for damages caused by the non-performance of a contractual obligation. Consequently, the application of Article 6.3 of the Civil Code is excluded with regard to JOMY S.A.. This Article shall not affect mandatory legal provisions or provisions of public policy.
3. JOMY S.A. shall in no event be held liable for indirect damages suffered by the Client, such as, but not limited to: (i) financial or commercial losses (loss of turnover, reduction of profit, increase in costs, additional costs in terms of remuneration of employees or independent contractors, loss of an opportunity to make a profit, damage to reputation, loss of clientele, loss of a business opportunity, loss of enjoyment, as well as any similar loss, etc.), (ii) planning or organizational disruptions, (iii) claims from third parties, an employee, or an independent contractor, (iv) fines and/or penalties imposed by a judicial, administrative, or other authority.
4. The Client assumes full responsibility, vis-à-vis third parties, and especially neighbors, for damages which are the inevitable corollary of the execution of the works. JOMY S.A. is thus not liable for neighborhood disturbances.
5. In accordance with the legal regulations concerning product liability, JOMY S.A. shall in no way be liable for damages resulting from the disregard of our written instructions regarding the use of the goods delivered, the construction, design, installation, or adjustments thereof.
6. JOMY S.A. shall not be liable for damages that are not covered by his insurers within the scope of our professional and product liability insurance.

## Article 11 – Termination

1. The acceptance of the offer by the Client shall be irrevocable.

2. The Client who terminates the contract shall be liable to JOMY S.A. for a cancellation indemnity corresponding to 20% of the amount of the works remaining to be performed, without prejudice to JOMY S.A.'s right to demonstrate the existence and extent of a greater actual loss and to obtain compensation for it. In any event, the Client shall be liable for the price of the services that JOMY S.A. shall have performed until the day it actually became aware of the termination.

## Article 12 – Sales via JOMY S.A.'s webshops

1. All other clauses of these general conditions also apply to contracts concluded via JOMY S.A.'s online stores. The following are some general conditions specific to online sales.
2. The contract of sale via the online stores shall only become official once the Client has paid the amount indicated on the quote in full, in accordance with the instructions set out on the quote.
3. For contracts concluded via online stores, transport within the European Union is included in JOMY S.A.'s price. The Incoterm is DAP (Delivered at Place of Destination). The place of delivery is the delivery address indicated on JOMY S.A.'s quote. Unloading, unpacking, and installation of the goods are not included in our price.

## Article 13 – Protection of Privacy and Personal Data

1. The personal data processed by JOMY S.A. is exclusively intended to allow it to perform the contract concluded with the Client.
2. The personal data processed shall not be communicated to third parties without the Client's prior consent, unless such communication is necessary for the performance of the contract.
3. The Client has a right to access this data and may request its rectification, completion, restriction, erasure, or object to its processing. The Client may exercise these rights by contacting JOMY S.A. directly in its capacity as data controller.

## Article 14 – Disputes

1. All JOMY S.A. contracts are governed exclusively by Belgian law.
2. All disputes relating to the validity, interpretation, performance, or termination of contracts concluded with JOMY S.A., as well as all those connected with these contracts, shall be under the exclusive jurisdiction of the courts of the Liège division and, where it falls within its jurisdiction, the Justice of the Peace of the 2nd canton of Liège.