

GENERAL TERMS AND CONDITIONS OF SALE

Article 1.

All our sales, supplies, work and activities are governed exclusively by the following general terms and conditions. Different or opposing conditions issued by the customer will be considered not to exist and therefore do not apply to our sales, supplies, work and activities, unless we have expressly accepted them in writing. Under no circumstances can an absence of response on our part be interpreted as an acceptance of other conditions.

Deviations from our general terms and conditions are only valid if we have expressly accepted them in writing.

If a clause in our general terms and conditions is declared void (or proven to be void) or must be considered not to exist, this will not affect the validity of the rest of the contract.

Article 2.

Unless explicitly stipulated otherwise, our quotations are entirely non-binding. The contract shall only arise after the customer has signed the order confirmation, and at the earliest after the expiry of a period of 24 hours from the dispatch of our order confirmation, without the customer having expressed comments or objections with regard to our order confirmation by e-mail within this period. Orders noted by our staff are only valid after written confirmation from an authorised person who is competent to bind the company.

The prices stated in the quotation or order confirmation apply. If the quotation or order confirmation does not state any prices, the effective prices that we apply at the time of the quotation or order confirmation shall apply.

Notwithstanding the above, we retain the right to adjust our prices at any time, in order to compensate for increases in our own costs where necessary, including but not limited to increases in costs due to: (i) an increase in the price of the raw materials, goods or services required to produce the goods or an increase in the price charged by our own suppliers for goods that we are supposed to supply to the customer, including an increase in staffing costs; (ii) changes to the type, design, packaging, sending and delivery methods or other specifications with reference to the goods in the quotation or order confirmation; (iii) deficiencies of volume and (iv) unexpected events that we cannot reasonably control, which make it more difficult for us to fulfil the contract.

Article 3.

The customer may only cancel an order or assignment by registered letter, as long as we have not yet begun preparations for the work we have to do or activities we have to supply, and/or until the goods to be used or supplied by us have been ordered or production of them has begun. In the event of cancellation, the customer is obliged to pay compensation for cancellation, budgeted at a fixed rate of 20% of the total amount for the assignment or order, on the understanding that we may prove real damage by all legal means if this amount is higher. Once preparations for the work we have to do or activities we have to supply have begun, and/or the goods to be used or supplied by us have been ordered or production of them has begun, we can no longer accept any cancellation whatsoever.

Article 4.

The supply or delivery period in the quotation, order confirmation or any other contractual document is, unless explicitly agreed otherwise, merely an estimate and therefore we are not bound by it. The customer acknowledges that adherence to that supply or delivery period depends on timely receipt of the raw materials, goods and services from our suppliers and of the necessary information from the customer. For this reason, we have the right to adjust the supply or delivery period at any time without this giving the customer the right to any payment of damages or any compensation whatsoever.

Delays to the supply or fulfilment can never give rise to fines for delays, compensation for damage or cancellation of the contract to our detriment, except in the event of deliberate or serious fault on our behalf.

However, the customer will be informed as soon as possible of any delays to fulfilment that may come to our attention. Changes to the order or assignment made by the customer automatically lead to the elapse of the stated expected delivery or fulfilment time.

Article 5.

The supply takes place either, in the case of goods transported by us or on our behalf, upon handing over the goods to the customer at the place of supply agreed in the contract, or, in the case of goods collected by the customer, upon receipt of the goods by the customer at our warehouses, more specifically our warehouse where the goods that constitute the subject of the quotation or order are made available to the customer.

From the aforementioned supply onwards, all costs (transport, insurance etc.) and risks (including the risk of loss or destruction) pertaining to the goods are to be borne entirely by the customer.

If we do not succeed, for whatever reason, in handing over the goods to the customer at the place of supply agreed in the contract, we have the right to supply the goods and sign the delivery documents as we see fit, or store the goods until they are effectively handed over, in both cases at the customers' risk and at their expense, without the possibility of holding us liable for this to any further extent. Conversely, the risk of damage to our goods or the loss of these goods is transferred to the customer at the time when the supply should have taken place.

Article 6.

The customer must immediately carry out normal, attentive scrutiny when the goods are supplied or the work is done. Any visible defect or non-compliance (non-conformity) between what the customer ordered and the goods supplied or the work done must be reported to us at the time of supply or, at the latest, five working days after the supply, by registered letter, with a clear description of the problems found. If the customer fails to report visible defects or non-conformity (or fails to do so on time), they accept the goods supplied or work done and can no longer approach us with respect to these defects or this non-conformity.

However, we cannot be held liable for any colour variations in the goods supplied.

Unless explicitly agreed otherwise, we are not considered to be aware of the specific use, deviating from customary use, to which the customer will put the goods supplied, and thus we cannot be held liable for this either. The customer alone is liable for the specific use to which they put the goods supplied.

We provide a guarantee against hidden defects for a period of two years from the supply onwards. Moreover, hidden defects must be reported by professional customers within 10 working days of discovery of the defect, on pain of forfeiture. Consumers or private customers have a period of two months after discovery to report the defect. Any complaint must be made by registered letter. Finally, no judicial proceedings due to hidden defects can be brought against us except within the year following that in which the defect is discovered.

However, we cannot be held liable under any circumstances for the colour fastness of the goods we have supplied, since changes in colour are always possible over time.

The guarantee against hidden defects only applies to the benefit of the original buyer or principal and is therefore not transferable.

Article 7.

The liability that we may incur as a result of the failure to meet an obligation in the context of the contracts we have signed is the result of an obligation to perform to the best of our abilities.

In any case, we can only be held liable in the event of fraud or serious shortcomings in one of the essential obligations resting upon ourselves or one of our agents.

Moreover, we cannot bear any liability for damage that the customer may suffer as the result of demands or claims from third parties, nor for any possible indirect damage that the customer may suffer as the result of the failure to comply with the contract, such as, for example, rescue costs, decontamination costs, damage to reputation and image, extra staff costs, loss of customers, loss of profits, financial and commercial loss, damage due to loss of income, interruption of business etc. Neither can we be held liable for damage that is the result, or at least partly the result, of the fact that the customer has not assembled or installed the goods we have supplied in accordance with our assembly instructions or those of our suppliers, or damage that is the result, or at least partly the result, of the fact that the customer has not used or applied the goods we have supplied in accordance with our instructions for use or those of our suppliers. Finally, we cannot be held liable for damage to goods other than those supplied by us in implementation of the contract concerned, nor for damage that must necessarily be done to such other goods, products or work in order to repair or replace any faulty goods that we may have supplied. Neither can we be held liable for damage that is due to the goods we have supplied if this damage is also partly caused by an error on the part of the customer or if this damage is deliberately caused by the customer.

Nonetheless, our liability is always and irrevocably limited, as a maximum, to the value of the contract in question, or more specifically the value of the goods supplied by us or the work done or activities provided by us, excluding VAT and costs, whereby we always retain the right either to make the necessary replacement supplies or do the necessary replacement work, or to compensate the value of the supply. In any event, our liability for supplies of goods that we ourselves purchase from our suppliers is limited to any liability on the part of those suppliers themselves. Moreover, we cannot be held liable in any way for such suppliers if the possible liability of those suppliers cannot or can no longer be invoked for any reason whatsoever (e.g. bankruptcy of the supplier).

In the context of quotation requests, we sometimes make technical calculations on the basis of the technical data provided by the customer that are necessary to be able to make the correct choice of product in the context of the quotation. These calculations take place entirely within the context of issuing a quotation, are purely informative and without any guarantee. They are made subject to checking and approval by the internal research department or the customer's external research bureau. By placing the order, the customer acknowledges not only the accuracy of these calculations and the product choice supported by them, but also definitively and irrevocably waives any possible claim upon us, in or out of court, based on inaccuracies in the aforesaid calculations and/or choice of product and all possible damage resulting from them.

Article 8.

Until payment has been made in full of all amounts receivable for us that arise from the contract with the customer, the goods supplied remain our property, even when mixed, processed, incorporated or sold on, at the customer's risk, and therefore we can demand their return and repossess them without any formality in the event of non-payment or late payment.

Notwithstanding this explicit retention of property, all the risks associated with the goods are transferred to the customer upon their supply, as stipulated in art. 5.

Article 9.

Unless explicitly agreed otherwise, all invoices are payable in cash, by transfer to our bank account.

Any invoice that has not been paid or not paid in full by its expiry date shall legally incur negligence interest of 8.50% per year, without prior notification, and shall do so from the expiry date of the invoice until the day on which it is paid in full.

In the event of full or partial non-payment of the invoice by the expiry date, without serious cause, the balance of debt shall legally be increased by 10.0%, without prior notification, by way of a fixed-rate compensation, to a maximum of € 3,000.00, even if grace periods are granted. The non-payment of any one invoice by the expiry date shall make the outstanding balance of all other invoices, even those that have not reached their expiry date, immediately due by law.

We also have the right to suspend an order or assignment for as long as the customer has not met all its payment obligations in the context of the contract concerned or any other contract between the parties, even if the customer has been admitted to the judicial reorganisation procedure or any similar procedure.

Article 10.

We retain the right to consider the contract with the customer legally cancelled without prior notification, to the customer's disadvantage, in the event of bankruptcy, judicial reorganisation, deferment of payment, evident incapacity on the part of the customer or any change whatsoever to the customer's legal form.

In the event of the customer's failure to observe its payment obligations towards us, we retain the right, firstly, to postpone further fulfilment of that specific contract or any other contract with the customer until all arrears have been paid in full by the client, and secondly, to consider the contract legally cancelled to the customer's disadvantage, without prior notification.

In all cases where the contract with the customer is cancelled to the customer's disadvantage, the customer is obliged to pay compensation for cancellation within 8 days, budgeted at a fixed rate of 40% of the value of the contract in question, on the understanding that we may prove real damage by all legal means if this amount is higher than the amount determined by the fixed rate.

Article 11.

In the event of force majeure affecting us or one of the suppliers, the fulfilment of the contract will be suspended for as long as the circumstances of force majeure make fulfilment impossible for us, notwithstanding our right to cancel the contract without court intervention.

Force majeure does not give the customer the right to cancellation, compensation for damage or termination.

Force majeure is understood to mean, among other things, war, the threat of war and uprisings, terrorist threats, obstructive measures by domestic and foreign governments, fire, strikes, machine damage, bankruptcy on the part of a supplier, late delivery by a supplier, strikes at a supplier's business, lack of staff, traffic blockages, lack of transportation, floods, lock-outs, sabotage and in general all unforeseen circumstances, whether domestically or abroad, as a result of which compliance with the contract can no longer reasonably be expected of us.

Article 12.

The contracts are signed in Ghent and are exclusively subject to Belgian law.

All disputes that might arise from the interpretation or fulfilment of the contract come under the exclusive territorial jurisdiction of the Commercial Court of Ghent, Ghent section, or the Court of First Instance of East Flanders, Ghent section, or the Peace Court of the fourth canton Ghent, unless we elect to bring the dispute before the court where the customer is resident or has its establishment.

Article 13.

In accordance with the Law of 8 December 1992 on the protection of privacy with respect to the processing of personal data, the customer gives us their unambiguous consent to include all the personal data we have obtained in a file and to process it. As provided by the law on the protection of privacy with respect to the processing of personal data, this file is indicated by the Committee for the Protection of Privacy. The personal data thus provided is intended exclusively for internal, commercial and marketing purposes. It may be shared with other businesses that are directly or indirectly connected to us for commercial prospects. If the customer does not wish this to happen, they can address an ordinary letter to us, stating their name, address and customer number.