

## **General scope of the terms and conditions**

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Article 1. Upon signing an order form, quotation or agreement, the customer is deemed to have accepted these terms and conditions. These terms and conditions form an integral part of the agreement between BELGIQA and the customer, and shall at all times take precedence over the customer's terms and conditions. The agreement shall at all times take precedence over any plans, bills of quantity and/or specifications, unless agreed otherwise in writing between the parties. Any deviation from these terms and conditions must be made in writing, subject to the agreement of both parties.

Article 2. Our quotations are valid for thirty (30) days. Prices can be updated after this period, in which case the customer will be informed. Quotations are binding only if signed and confirmed by BELGIQA or its authorised representative. All quotations are confidential unless they are accepted by the customer, in full and in due time.

Article 3. Each signatory of an order and/or agreement commits himself/herself/itself personally and in solidarity with the natural person or legal entity (the prospective end customer) for whose benefit the order was compiled, until full payment of the principal sum, costs and interests has been effected. He/she/it will impose all obligations arising from the agreement on the prospective end customer.

Article 4. Changes made to quotations are only valid if accepted in writing by BELGIQA. The possible nullity or invalidity of one of these terms and conditions does not affect the validity of any of the other terms and conditions or the agreement.

Article 5. Order forms shall always be drawn up in duplicate, of which an original copy is given to the customer.

Article 6. If the agreement is concluded by several parties, all parties signing the order are jointly and severally liable for the execution and payment of the works.

Article 7. BELGIQA may amend the present general terms and conditions at any time, and such amended terms and conditions will become applicable thirty ( 30) calendar days after the customer has been provided with the new version. Failure to exercise a right by BELGIQA will in no case be considered as a waiver of any right, considering that such a waiver must be confirmed expressly in writing.

Article 8. The cancellation of a confirmed order is only possible subject to the explicit prior consent of BELGIQA. In the event of cancellation, BELGIQA shall always be entitled, by operation of law and without any prior notice of default being required, to compensation of damages amounting to 25% of the price of the order, without prejudice to BELGIQA's right to claim higher compensation of loss or damage if the loss or damage actually suffered is greater. If the order has already been produced and/or if this concerns custom-made goods, BELGIQA shall be entitled to a fixed compensation of 70% of the price of the order, without prejudice to BELGIQA's right to claim higher compensation of loss or damage if the loss or damage actually suffered is greater.

## **Delivery and liability**

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Article 9. In principle, the delivery of goods is carried out by BELGIQA, whose cost price for delivery is included in the general purchase price. If the parties so wish, this condition may be deviated from in the order confirmation (i.e. agreement) between BELGIQA and the customer.

Article 10. If there is no authorised representative of the customer present at the agreed delivery address and/or time, or delivery is impossible, BELGIQA shall be entitled to charge the customer for the delivery and storage costs for the relevant goods, without prejudice to BELGIQA's right to claim higher compensation of loss or damage if the loss or damage actually suffered is greater.

Article 11. Delivery of the goods in different parts and tolerances of up to 10 % on ordered volumes is possible and cannot give rise to complaints.

Article 12. Communicated delivery times, even in an order confirmation, are always indicative and given in good faith, but are not binding. A delay in delivery does not entitle the customer to any form of compensation or cancellation of the order.

Article 13. The risk is transferred to the customer when the goods and the materials supplied are delivered to the customer's yard or any other delivery address designated by the customer. The customer is committed to ensuring that the goods and materials can be delivered free of problems to its yard or other designated delivery address.

Article 14. In principle, deliveries are made exclusively to ground-floor locations. The costs associated with vertical transport to a first floor or higher are not included in the price and shall be borne by the customer. These costs shall cover the working hours, rental of a lift and/or crane, the protection of stairs, walls, lifts, doors or furniture and costs for permits to cordon off public roads.

Article 15. The customer or its representative must check the nature, quantity and condition of the goods upon receipt. Any shortfall, non-conformity in comparison with the order or the product specifications or any other visible defects must be reported immediately on the delivery documents or in writing no later than three (3) business days after the delivery of the goods, failing which the customers will lose its rights of recourse. The condition of the goods should be carefully reinspected before the goods are installed or otherwise processed. If the customer does not perform the installation, it will impose this inspection on his/her/its own customers or the installer, on the understanding that if the goods were not inspected (or were inspected inadequately) by the parties concerned this inadequate inspection will in all cases be attributed to the customer. The use and processing of the goods by the customer implies the acceptance of the goods. Under no circumstances shall BELGIQA be liable for damage resulting from the installation of goods with visible defects, deviations in colour in comparison to BELGIQA's catalogues, samples or marketing material, damage due to the actions of the customer or due to the customer's failure to accurately follow BELGIQA's instructions.

Article 16. In the absence of specifications in this respect, conventional standards of quality in line with the market shall apply. Unless expressly agreed otherwise between the parties, BELGIQA shall not be deemed to have knowledge of or take into account the specific manner in which the customer will make use of the goods, and BELGIQA shall therefore not be held liable for this. The customer is solely liable for the specific use made of the purchased goods and/or the purposes for which he/she/it uses these goods.

Article 17. The customer must report all complaints arising from hidden defects by registered letter within eight (8) working days of discovery and in any case within twelve (12) months of delivery, failing which the customers will lose his/her/its rights of recourse. This notification shall contain a detailed description of the defect. This provision does not affect the rights under any commercial guarantee (in accordance with the applicable guarantee conditions and only if expressly agreed). In any case, BELGIQA can only be held liable for defects in the goods subject to proper compliance with the technical regulations, processing instructions, installation instructions and maintenance guidelines issued by BELGIQA.

Article 18. In cases where the Consumer Purchase Act applies (Art. 1649bis-1649octies BW), the customer must report the non-conformity to BELGIQA by registered letter within a period of two (2) months counting from the day on which the consumer established the non-conformity. If the customer failed to make any such notification, the customer will no longer be entitled to invoke any form of non-conformity or hidden defect.

If the defect only comes to light after the two-year warranty period has expired and the Consumer Purchase Act therefore no longer applies, the customer may only invoke the provisions of ordinary law relating to hidden defects (Articles 1641-1649 of the Civil Code) subject to the conditions set out below: (1) The customer has reported the hidden defect to our company by registered letter

within six (6) months of the discovery of the hidden defect, and (2) the claim was made within a period of three (3) years counting from the date of delivery.

Article 19. BELGIQA shall under no circumstances be liable if damage is caused due not only to a defect in the product, but also to a fault or negligence on the part of the customer or a person for whom the customer is responsible. In the event that a complaint for defective goods has been reported to BELGIQA in good time and in accordance with this article, BELGIQA shall be entitled – at its discretion – to replace the goods with the hidden defects or to reduce the purchase price or to take back the goods and refund the purchase price without this giving rise to any form of additional compensation. No returns can be made without the written consent of BELGIQA. This consent will never serve as any acknowledgement of liability on the part of BELGIQA.

Article 20. The following shall neither be considered a defect in regard of conformity nor a visible or hidden defect: a slight difference in colour or texture, discolouration in the wood or varnish, the working of the wood or slight differences in the dimensions of the goods insofar as this is technically unavoidable, generally accepted or inherent to the materials used.

Article 21. Natural deformations of the wood, of whatever nature, cannot give rise to a complaint on the part of the customer or non-payment of the invoice by the customer.

Article 22. Complaints relating to the products supplied by BELGIQA are inadmissible if the finished floorboards were not treated with the maintenance products proposed by BELGIQA and if the maintenance plan imposed by BELGIQA, as stated on the website [www.BELGIQA.be](http://www.BELGIQA.be), was not followed correctly. Customers must be able to provide proof of proper maintenance by means of receipts and BELGIQA'S proposed maintenance products.

Article 23. Without prejudice to the other provisions under these general terms and conditions, liability with regard to the any products that were already delivered and used (i.e. not installed by BELGIQA) is limited to the warranty provided by the manufacturer.

Article 24. However, the guarantee does not cover a deliberate error on the part of the customer or its employees; the improper use or handling of products or materials; damage caused by force majeure; damage caused by frost and moisture, etc.

Article 25. BELGIQA shall not be bound by any warranty other than the replacement of the goods.

Article 26. The liability does not apply if the damage can be attributed to an accident, improper use, inadequate maintenance or warping of the subfloor, unless agreed otherwise in writing.

Article 27. Complaints resulting from the careless or ill-considered use of the goods by the customer are inadmissible.

Article 28. A complaint of whatever kind will neither suspend the payment obligations nor authorise the customer to refuse delivery of any goods that are not the subject of the complaint. Except in the case of intent, fraud or deceit, BELGIQA shall in no event be held liable or be held liable to compensate the customer for immaterial, indirect or consequential damages of any kind, including – but not limited to – loss of profits, loss of revenue, loss of income, production loss or production downtime, administrative or personnel costs, increases in overhead, missed opportunities, loss of customers or any claims from third parties (including the customer's own customers). The total liability of BELGIQA per instance of loss or damage is limited to the value of the defective delivery, except in case of intent, fraud or deception. The limitation and exclusion of liability set out in this Article shall also apply in the event of gross negligence on the part of BELGIQA.

## Terms

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Article 29. Unless indicated otherwise, execution times are only provided by way of approximation. Given the above, any delay in execution can never give rise to compensation or termination of the agreement by the customer.

In the event that a change is made to an order, this means that the execution period agreed upon will no longer apply and that this may give rise to a surcharge.

## Invoicing and overdue payment

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Article 30. BELGIQA has the right to issue invoices exclusively electronically. The customer has the right to ask BELGIQA in writing for a paper invoice. BELGIQA shall make its electronic invoices available to the customer by email. BELGIQA guarantees the authenticity of the origin and integrity of the electronic invoices issued, as well as their legibility. The customer expressly accepts the evidentiary value of these invoices.

Article 31. BELGIQA's invoices are payable at its office, in cash and no later than thirty (30) days after the invoice date. Advance invoices are payable in cash, unless agreed otherwise.

Article 32. All contestations relating to an invoice must be made within eight (8) calendar days of receipt of the invoice by registered letter, failing which the invoice shall be deemed to have been definitively accepted.

Article 33. Any debt owed by a customer that remains unpaid on the due date shall, by operation of law and without any notice of default or any other formality being required, bear interest equal to the legal interest rate increased by 7.75% from the due date until the day of full payment, as well as a fixed compensation of 10% to which a minimum of EUR 125 and a maximum of EUR 1,875.00 on the principal amount due applies, by way of a lump-sum compensation for loss or damage and even in the event that grace periods or payment in instalments were granted. This compensation for loss or damages shall be charged in addition to the interest on arrears. Collection costs are not included in this lump-sum amount.

Article 34. In the event of late payment of an invoice, any other claims on the customer that have not yet matured shall become due and payable, by operation of law and without any prior notice of default required. Insofar as BELGIQA would allow payment in instalments, the outstanding amount shall become immediately due and payable in full from the moment that the customer fails to make payment, whether in full or in part, within the agreed deadlines.

Article 35. In the event of non-payment of one of its invoices, BELGIQA shall be entitled, following a prior written notice of default to which no response has been received for eight (8) calendar days, to suspend the execution of all existing orders, without any entitlement on the part of the customer to claim any compensation due to delay.

Article 36. Set-off on the part of the customer is expressly excluded. BELGIQA is entitled to set off all claims against the customer or companies affiliated with the customer against any outstanding debts of whatever nature, irrespective of whether these debts are certain, due or of a fixed amount. This provision and this possibility are also valid and contestable in the event of insolvency, dissolution, judicial reorganisation or bankruptcy on the part of the customer.

Article 37. VAT and all other taxes, duties, levies or costs shall always be borne by the customer. If the VAT rate is increased before the outstanding balance is invoiced, this increase will be passed on to the customer, even if a price including VAT has been agreed upon.

## **Samples and materials**

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Article 38. All samples, colours and materials made available are purely indicative and non-binding. There may be deviations in colour, size and texture between the samples provided and the goods delivered. These are considered normal. The same applies to additional or subsequent orders. Deviations such as this cannot give rise to complaints, refusal, a return of the goods or any form of compensation whatsoever.

Article 39. None of BELGIQA's calculations, samples, models, drawings and study plans may be copied or provided to third parties without our explicit written consent. They remain BELGIQA's property and must be returned to BELGIQA in good condition.

Article 40. All goods that were delivered remain the property of BELGIQA until payment has been made in full.

## **Retention of title**

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Article 41. The delivered goods remain the property of BELGIQA until the customer has made full payment of the amounts due, for whatever reason. As long as payment has not been made in full, the customer cannot resell the goods or use them as security. If the customer fails to pay for the delivered goods by the due date or fails to make payment correctly, BELGIQA may immediately recover all the goods without judicial intervention or any further notice of default being required. The customer must make these goods available without delay at the registered office of BELGIQA.

Article 42. Following termination of the contract by the customer, any advance payments made to BELGIQA will remain with BELGIQA.

## **Rescission**

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Article 43. BELGIQA may, following prior written notice of default, dissolve the agreement at its own discretion and without prior judicial intervention should the customer be in default, without prejudice to BELGIQA's right to compensation for the actual loss or damage suffered.

Article 44. If, at any time, BELGIQA has doubts concerning the customer's creditworthiness, on account of any acts of judicial or other execution against the customer, in the event of non-payment or late payment of one or more invoices, in the event of judicial reorganisation and/or any other demonstrable event which will or may affect BELGIQA's confidence in the proper performance of the obligations entered into by the customer, BELGIQA expressly reserves the right to suspend deliveries, to demand prior payment from the customer for deliveries yet to be performed and/or to request other securities or guarantees, even if the goods have already been dispatched, whether in whole or in part, or the services have already been carried out in part.

Article 45. BELGIQA is entitled to terminate the contract entered into with the customer at any time, with immediate effect and without prior notice of default being required, and without payment of any compensation by BELGIQA in the following cases: (i) in the event of a suspension of payment or a judicial reorganisation and/or bankruptcy of the customer (or the application for or writ of summons leading to such a judicial reorganisation and/or bankruptcy), (ii) the winding up of the customer's business (or a decision or writ of summons leading to this winding up), (iii) the cessation of the customer's activities (whether in full or in part), (iv) the protective or executive attachment of the customer's assets, in full or in part, and/or (v) if the customer, pursuant to the provisions under of Article 17, refuses to make a prior payment and/or to provide other securities requested by BELGIQA. In such a case, the customer shall at all times be liable, by operation of law and without prior notice of default required, to pay a lump-sum compensation for loss or damages amounting to ten (10) per cent of the price of the order, without prejudice to the right of BELGIQA to claim higher damages if the damage actually suffered is greater.

Article 46. If the amount that the customer owes BELGIQA, being the unpaid invoices and the value of the orders still to be fulfilled, exceeds the limit for outstanding invoices determined for the customer by BELGIQA or its credit insurer, BELGIQA is entitled to suspend all its obligations vis-à-

vis the customer with immediate effect until the amount owed by the customer once again falls below the limit referred to above.

Article 47. The customer pledges all present and future claims he/she/it has vis-à-vis third parties in favour of BELGIQA, which will be accepted by BELGIQA, as security for the agreement(s) to which these general terms and conditions are attached. The maximum amount to which the claims apply as security is equal to the principal amount of the agreement(s) to which these general terms and conditions apply, to be increased with the accessories such as the interest, the damage clauses and the costs of enforcement. The pledge will only be executed to be restricted to the amounts due and payable on the day on which notification is made with regard to the enforcement of the pledge pursuant to the agreement(s) to which these general terms and conditions are attached.

Article 48. In the event of force majeure on the part of BELGIQA, BELGIQA's obligations vis-à-vis the customer shall be suspended for the duration of the force majeure situation. Force majeure is understood to mean (i) the unforeseeable or foreseeable circumstances owing to which the performance of the agreement is impeded, whether in whole or in part, temporarily or otherwise, or (ii) in the event of the following: war, terror, terrorist threats, riots, disturbances, quarantine, general or partial strikes, lock-out, fire, operating accidents, machine breakdowns, lack of transport, shortage of equipment and/or raw materials, frost, epidemics, decisions or interventions by the government, fuel shortages, energy shortages, force majeure on the part of a supplier or subcontractor and errors or delays attributable to third parties. If the force majeure situation lasts longer than two (2) months, BELGIQA is entitled to terminate the agreement without judicial intervention and without being held liable to pay damages. In the event of force majeure, BELGIQA may, at its discretion, decide on the allocation and distribution of the available goods to its customers, in which case the customer shall not be entitled to claim any compensation from BELGIQA in such a situation, nor shall it be entitled to dissolve the contract for that reason.

## **Publicity**

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Article 49. The customer authorises BELGIQA to place one or more publicity panels on his/her/its construction site and to make use of photographs and drawings relating to the site, albeit without mentioning the customer's name or address.

## **Intellectual property rights - confidentiality**

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Article 50. All copyrights, trademarks, domain names, patents and patent applications and other intellectual property rights relating to the goods and services provided are vested in BELGIQA and shall neither be transferred nor licensed to the customer. The customer undertakes to neither violate BELGIQA's intellectual property rights nor take any other action that could affect or negatively impact the intellectual property rights or their value in any way. The customer will inform BELGIQA immediately if he/she/it becomes aware of an infringement (or imminent infringement) of BELGIQA's intellectual property rights.

Article 51. The customer shall observe due confidentiality in regard of all data and information received from BELGIQA which the customer knows or should reasonably know to be confidential (hereinafter referred to as "Confidential Information") and shall use this exclusively for the purposes of the performance of the agreement, as long as the Confidential Information retains its confidential nature. The customer shall use the Confidential Information exclusively for the purpose for which it was provided. The customer acknowledges that all information relating to the goods and services it was provided by BELGIQA (subject to proof to the contrary) shall be deemed the Confidential Information and company secrets of BELGIQA.

## **Customer data protection**

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Article 52. BELGIQA collects and processes the identity and contact details it receives from the customer and that relate to the customer as well as his/her/its staff, personnel, employees and other useful contact persons. The purposes for this processing are the execution of this agreement, customer management, bookkeeping, and direct marketing activities such as sending promotional

or commercial information. The legal grounds are the execution of the agreement, the fulfilment of legal and regulatory obligations (such as the 30bis declaration of works) and/or the justified interests of BELGIQA. The customer shall also give its explicit and free consent to BELGIQA to use his/her/its personal data for direct marketing purposes by email (such as a newsletter or invitations to events). The data controller is BELGIQA, Hogeweg 245, 8930, having company number 887.365.995. The aforementioned personal data will be processed in accordance with the provisions of the General Data Protection Regulation and will only be disclosed to processors, recipients and/or third parties to the extent to which this is necessary for the aforementioned processing operations. The customer is responsible for the correctness of the personal data submitted to BELGIQA, and for updating this, and undertakes to comply strictly with the provisions of the General Data Protection Regulation with regard to the persons whose personal data was submitted to BELGIQA, and additionally with regard to all possible personal data it may receive from BELGIQA and its staff, personnel or employees. The customer shall confirm that it was adequately informed about the processing of its personal data and about its rights in regard of accessing, editing, deletion and objection. For the sake of completeness, BELGIQA refers explicitly to the Data Protection Notice, which can be consulted on the BELGIQA website. The customer confirms that it is aware of this Data Protection Notice and accepts its contents.

### **Applicable law and competent courts**

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Article 53. If one or several clauses of these general terms and conditions were to be declared null and void or unenforceable (in whole or in part), this shall not affect the validity and enforceability of the other clauses or that part of the clause in question which is not null and void or unenforceable. In such a case, the parties will negotiate in good faith with a view to replacing the unenforceable or conflicting provision with an enforceable and legally valid provision that resembles the original provision as closely as possible in terms of purpose and intent.

Article 54. This agreement is governed by Belgian law. Any dispute relating to the conclusion, validity, interpretation or execution of these terms and conditions, as well as any other dispute relating to or connected with this agreement, shall fall within the exclusive jurisdiction of the courts of the district of WEST FLANDERS, KORTRIJK Division and the Peace Court of the Court district of MENEN.

By signing these terms and conditions, the customer explicitly declares that he/she/it accepts the terms and conditions of BELGIQA and that they form an integral part of the agreement.

BELGIQA      THE CUSTOMER