

1. SCOPE

- 1.1. These General Terms and Conditions (hereinafter "Terms and Conditions") apply to all offers, deliveries, invoices and all professional relations and sales contracts made, submitted and/or entered into by NV FERMOD, with registered office at 8520 KUURNE, Pieter Verhaeghestraat 20 and with enterprise number 0437.503.553 (RPR Ghent, Kortrijk division) (hereinafter "FERMOD", "we", "us", "our") to or with our customer (hereinafter "Customer", "you", "your").
- 1.2. If special provisions are mentioned in quotations or sales contracts, those special provisions take precedence over these Terms and Conditions.

2. AGREEMENT

- 2.1. All our quotations are non-binding and remain valid by default for 15 days from the quotation date, unless expressly stated otherwise.
- 2.2. Orders are only accepted by our (written or electronic) order confirmation or shipment of the goods.

3. PRICE AND PAYMENT

- 3.1. All our prices are cash prices. Invoices are payable in cash in Kuurne.
- 3.2. All our invoices must be paid in full (without deduction, set-off or counterclaim) within thirty (30) calendar days of the invoice date, even if transportation, delivery, assembly, commissioning or removal of the goods was delayed or made impossible due to reasons beyond our will or control.
- 3.3. Only receipt of the sums due in our account counts as payment. Financial and bank charges remain at all times the responsibility of the Customer. All present and future taxes and additional charges and costs of any kind are also borne by the Customer at all times.
- 3.4. In the event of late or incomplete payment, the Customer is liable, automatically and without prior notice, for default interest at the statutory rate under the Law on late payment in commercial transactions of 2 August 2002, as amended from time to time, calculated from the due date of the invoice until the day of full payment.
- 3.5. In the event of late or incomplete payment, the Customer is also liable, automatically and without prior notice, to pay liquidated damages amounting to ten per cent (10%) of the agreed price with a minimum of two hundred euros (EUR 200.00).
- 3.6. If the Customer's credit takes a less favourable position, we reserve the right to collect an advance or provision, even after partial performance of the agreement, or to demand from the Customer the appropriate guarantees for the proper performance of its commitments. In the event that the Customer cannot provide us with adequate guarantees, we reserve the right to cancel all or part of the order, all without prejudice to our right to compensation.
- 3.7. The drawing of bills does not affect the provisions of this Article 3. Disputing one accepted bill of exchange results in all other bills of exchange becoming immediately due and payable.

4. DELIVERY TIME

- 4.1. Delivery times are indicative and are therefore not binding.
- 4.2. A delay in performance can never give rise to delay penalties, damages or dissolution of the agreement to the detriment of FERMOD.
- 4.3. Thus, delivery times are subject to, inter alia, unforeseen impediments, such as delays beyond our will due to suppliers, strikes, accidents, war, import bans, availability of parts, or any other force majeure event faced by FERMOD.
- 4.4. A delay in delivery does not entitle the Customer to dissolve the agreement or claim reimbursement of any damage caused by that delay.
- 4.5. Changes to the order automatically result in the expiry of the predetermined probable delivery times.

5. TERMS OF DELIVERY

- 5.1. The goods are packaged appropriately to be transported by normal road or freight transport under normal conditions and with due regard to reasonable caution and any instructions - which in that case are stated on the package or the waybill.
- 5.2. Requests for special or specific packaging or insurance must be communicated no later than five (5) working days before the scheduled shipping date. Such special or specific packaging or insurance is never included in the price, and is invoiced separately.
- 5.3. The goods are delivered FCA (at Pieter Verhaeghestraat 20, 8520 KUURNE). Consequently, the Customer is responsible for arranging the transport, costs and insuring the risks to the destination.
- 5.4. If at your request, and in your name and on your behalf, we have arranged some means of transport or completed or simplified customs formalities, we cannot be held liable for this. All costs arising from such interventions shall be charged to you at cost.
- 5.5. More information on shipping costs can be found on our website <https://www.linum.eu/en/order-information/shipping-costs>.

6. CONFORMITY & VISIBLE DEFECTS

- 6.1. FERMOD always does its utmost to deliver your order quickly and correctly. For shipping, we cooperate with strictly selected transport and distribution companies. Of course, it is always possible for something to go wrong during the transport process. It is therefore very important that you check your order for damage or (partial) loss immediately after receiving it - and in the presence of the driver.
- 6.2. If applicable, you must formulate a delivery reservation. To be acceptable, a delivery reservation must be quantified, qualified and clear. More information on the acceptability of a reservation can be found on our website <https://www.linum.eu/Uploads/retour-en-ontvank/lg-bel-acceptability-of-delivery-reservations.pdf>, as amended from time to time.
- 6.3. From acceptance of delivery, the goods are deemed to be in conformity and free of (visible) defects.
- 6.4. Delivery reservations that do not comply with the foregoing are inadmissible.

7. RETURNS

- 7.1. A return - in accordance with our return policy (as published on our website <https://www.linum.eu/en/order-information/return-policy>) must always be requested in advance by means of the return request form (as available on our website <https://www.linum.eu/uploads/retour-en-ontvank/lg-bel-request-for-return.pdf>), accompanied by the invoice or order confirmation, as stated in the form.
- 7.2. A return is only possible with our express approval and receipt of a return slip that must be enclosed.
- 7.3. A return must be made carriage paid (i.e. shipping costs for the Customer) within ten (10) calendar days of delivery. Any credit resulting from this return shall be calculated on the basis of the invoiced amount less the various costs of storage, transport, handling, cleaning, assembling and disassembling, etc. This deduction shall in any case be a minimum of twenty per cent of the invoiced amount.

8. OWNERSHIP & RISK

- 8.1. The risk of the goods transfers on delivery. If the goods cannot be delivered at the scheduled place and/or date due to a reason beyond our control, the goods are stored at our premises or those of a third party, at the responsibility and risk of the Customer, who also bears the associated storage costs.
- 8.2. All goods delivered remain, at the risk of the Customer, the property of FERMOD until the purchase price and related costs have been paid in full by the Customer, in explicit deviation from Article 1583 of the old Civil Code.
- 8.3. FERMOD is entitled to withhold the goods until all invoices and charges due from the Customer have been paid. Delivery shall only then take place subject to full payment of the invoice.
- 8.4. In case the Customer processes or resells the goods belonging to FERMOD itself, it assigns, as of such processing or resale, to FERMOD all claims arising therefrom.

9. INSTALLATION AND USE

- 9.1. FERMOD is not responsible for the installation of the goods. Installation is carried out by the Customer and at the Customer's expense and responsibility.
- 9.2. The Customer must use the goods in accordance with the conditions of use of the product, in particular the safety instructions. Any defect or damage resulting from improper use is the sole responsibility of the Customer.
- 9.3. FERMOD accepts no liability for any damage resulting from installation or improper use of the goods by the Customer or third parties.

10. WARRANTY

- 10.1. FERMOD undertakes to remedy all indisputable hidden defects to the goods themselves, which are not the result of force majeure, or injudicious use or faulty intervention by the Customer or third parties, by replacement or repair for a period of six months from delivery, unless otherwise agreed in writing.
- 10.2. This warranty only covers goods and parts delivered by FERMOD, as clarified in the invoice. Defective parts replaced under warranty become the property of FERMOD. The parts are returned at the Customer's expense.
- 10.3. Parts sourced from third parties are only covered by any warranty provided by such third parties.
- 10.4. This guarantee does not apply to incidents resulting from inappropriate or abnormal use, lack of care, poor maintenance, forgetfulness or inexperience on the part of those using the equipment.
- 10.5. Our warranty is expressly excluded if the Customer has had the parts disassembled/repaired outside our workshop, unless we have given express written permission to do so.
- 10.6. The application of the warranty does not trigger a new deadline.
- 10.7. Apart from the aforementioned warranty, FERMOD is not obliged to any other warranty or any other compensation (see Article 13).

11. PROCESSING / RECYCLING

- 11.1. The Customer undertakes, at its own expense, to comply with all applicable legal obligations concerning, inter alia, the use, collection, processing, recovery and disposal at the end of the useful life of electrical and electronic equipment, as stipulated in Directive 2002/96/EC of 27 January 2003 as well as any other current or future legislation on the subject.
- 11.2. The Customer shall present proof of compliance with this obligation upon FERMOD's first request.
- 11.3. The Customer shall indemnify and compensate FERMOD for all damages, penalties and claims that might arise from the Customer's non-compliance with the aforementioned obligation.

12. TERMINATION

- 12.1. If the Customer fails to meet its payment obligations towards FERMOD, FERMOD reserves the right, on the one hand, to suspend execution of the agreement as long as the Customer has not met all payment obligations, and, on the other hand, to terminate the agreement by operation of law and without prior notice of default at the Customer's expense after the first demand for payment of the invoice in accordance with the payment term set therein. In this case, FERMOD is entitled to take back the delivered goods at the Customer's expense, without court intervention or formality.
- 12.2. In case the Agreement is terminated to the detriment of the Customer, the Customer undertakes to pay, within 30 days, a severance payment for loss of profit, valued at a lump sum of 20% of the value of the Agreement, without prejudice to FERMOD's right to compensation for loss of profit exceeding this lump sum and all other damages and without prejudice to the price for material already processed. Any advance payments made remain acquired by FERMOD for possible losses on resale, without prejudice to compensation for higher damages.

13. LIABILITY

- 13.1. Our liability is strictly limited to the repair or free exchange of goods or parts recognised as defective by our technical department.
- 13.2. We expressly exclude any other form of liability, on any grounds and for any damages.
- 13.3. Consequently, we cannot be held liable for (non-exhaustive list): indirect damage including consequential damage, damage to business goods, damage to reputation, loss of profit or losses related to your professional activity or the persons for whom you are held liable under Article 1382 of the old Civil Code, damage based on extra-contractual liability or resulting from third-party claims against you.

14. FORCE MAJEURE AND IMPREVISION

- 14.1. Force majeure includes all circumstances beyond our will or control that prevent, complicate or delay the normal performance of our obligation(s) to an extent that (timely) performance of our obligation(s) cannot reasonably be expected of us, whether or not such circumstances were foreseeable at the time the agreement was concluded, including (non-exhaustive list): industrial disputes, strike, lock-out, fire, mobilisation, confiscation, embargo, ban on foreign exchange transfers, insurrection, shortage of means of transport, general scarcity of raw materials, restrictions in energy consumption, pandemics, (cyber)terrorism, natural disasters, war, etc.
- 14.2. If a state of force majeure prevents us from performing our commitment(s) (on time), we shall notify you of this in writing. Where applicable, the performance of our commitment(s) is suspended for as long as the state of force majeure continues.
- 14.3. If the state of force majeure continues for more than thirty (30) calendar days, we reserve the right to terminate the agreement without judicial intervention and without compensation.
- 14.4. Force majeure on our part does not entitle you to terminate the agreement or to compensation.
- 14.5. Imprevision includes all circumstances beyond our control that unreasonably aggravate the normal performance of our commitment(s) and as such disturb the balance initially found in the agreement, whether or not these circumstances were foreseeable at the time the agreement was concluded, including (non-exhaustive list): increases in purchase prices, energy prices, wages, social or public charges, freight rates, insurance premiums and other costs.
- 14.6. We reserve the right to revise the agreed prices in case of imprevision in order to restore the initial balance in the agreement.

15. PROCESSING OF PERSONAL DATA

If we (need to) process personal data, we shall always do so in accordance with our privacy policy (as published on our website <https://www.linum.eu/en/order-information/disclaimer-privacy-policy>, as amended from time to time), our cookie policy (as published on our website <https://www.linum.eu/en/order-information/cookie-policy>, and as amended from time to time), and European Regulation 2016/679 of 27 April 2016 on the protection of personal data.

16. NULLITY

The nullity of one or more clauses of the Terms and Conditions does not entail the nullity of the other clauses. The parties undertake to replace the invalid clause(s) by a legally valid clause, or clauses that correspond to the original intention of the parties, or as closely as possible.

17. APPLICABLE LAW AND FORUM CLAUSE

- 17.1. Agreements are concluded at the registered office of FERMOD and are governed exclusively by Belgian law.
- 17.2. The Vienna Sales Convention (C.I.S.G.) and any other international regulations whose exclusion is permitted are expressly excluded.
- 17.3. Any dispute regarding the interpretation or execution of the Agreement falls under the exclusive territorial jurisdiction of the courts of the jurisdiction of the registered office of FERMOD, unless FERMOD chooses to bring the dispute before the Court of the Customer's domicile.

18. ENFORCEABILITY

Deviations from the above Conditions are valid only by written agreement. We do not accept Terms and Conditions of Purchase. Any Terms and Conditions that may be printed on the order form that contradict our General Terms and Conditions are only valid if they have been expressly recognised by us. By placing an order with us, the Customer tacitly acknowledges the above.

Any questions?**Contact us.**

FERMOD NV, member of Linumgroep
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