



## GENERAL TERMS AND CONDITIONS

### Titel 1 GENERAL

1. The following terms in these general terms and conditions of contract are to be interpreted as follows:
  - a) "Conditions" means these General Terms and Conditions, including the "Special General Terms and Conditions for Consumers".
  - b) "Supplier": Beun De Ronde Serlabo BVBA, KBO 0451.135.716, with registered office at 1620 Drogenbos, Steenweg op Ruisbroek 290B, by or on behalf of whom these Conditions have been declared applicable.
  - c) "Company" means any natural or legal person who enters into an agreement with the Supplier and pursues an economic goal on a long-term basis, as well as its associations.
  - d) "Consumer" means any natural person who enters into a contract with the Supplier and who is acting for purposes which are outside his trade, business, craft or profession.
  - e) "Co-contracting party" means any natural or legal person (Consumer or Business) who contracts with a Supplier, both in the pre-contractual phase and during the formation, execution and termination of the contract.
  - f) "Hidden Defects" means technical defects in the goods supplied by the Supplier which cannot be detected by a careful co-contractor immediately after taking possession of the goods, which are serious and significant, existing at the time of sale.
  - g) "Order in Progress" means that part of the order for which actual execution has commenced, as well as that part which is in preparation by means of a specific stock as well as the orders which could no longer be cancelled with any suppliers and subcontractors.
2. All offers, quotations and (future) contracts of the Supplier are subject to these Conditions.
3. The (pre-)contractual relationship between the Supplier and the Co-contracting Party shall be governed by the Conditions. If the cocontracting party is a consumer, the "Special General Conditions for Consumers" shall also apply to the cocontracting party.
4. The Supplier and the Co-contracting Party acknowledge that in the event of a conflict between the Conditions of the Supplier and the general conditions of the Co-contracting Party, the Conditions of the Supplier shall apply.

5. The Supplier and the Co-contracting Party expressly declare that with every offer, quotation and (future) agreement the Supplier has informed the Co-contracting Party of the Conditions. The Co-contracting Party explicitly declares to have been informed about the Conditions and acknowledges to have accepted the Conditions without any reservation. The Supplier and the Co-contracting Party explicitly declare that the Conditions are an integral part of every contractual relationship between the Supplier and the Co-contracting Party.
6. The Supplier and the Co-contracting Party acknowledge that if any provision of the Conditions should be declared null and void, the nullity shall only relate to the provision concerned and shall not affect the other provisions of the Conditions.

## **Titel 2           OFFER AND TENDER**

7. Unless otherwise stipulated, offers made by the Supplier shall only be valid for a period of 14 calendar days. The Supplier shall only be bound towards the Co-contracting Party by the offer formulated in its offers insofar as the Co-contracting Party accepts them within the aforementioned period.
8. The prices indicated in the offers are only valid subject to a complete, timely and final order for the goods that are the subject of the offer.
9. Are not included in the offer, unless expressly stipulated otherwise:  
All work relating to installation, connection and commissioning, which may, however, be the subject of a specific offer made on request.

## **Titel 3           PRELIMINARY STUDY, ANNEXES TO THE OFFER**

10. All annexes, plans and diagrams of equipment attached to each quotation are for guidance only. The Supplier may make alterations to the material until such time as the contract is approved by the Co-contracting Party. The Supplier may make alterations to the material to the extent that the delivered material has at least as adequate characteristics as the material specified in the tender and that it meets all the needs formulated by the Co-contracting Party in its agreement.

## **Titel 4           ORDERS, ACCEPTANCE AND CONCLUSION OF THE AGREEMENT**

11. The Co-contracting Party shall make a definitive commitment to the Supplier by notifying him of the signing for approval of the copy of the quotation.
12. The agreement shall be concluded on the part of the Supplier after the Supplier has received the signed offer from the Co-contracting Party and has confirmed receipt to the Co-contracting Party.

## **Titel 5            PRICES**

13. The prices quoted by the Supplier are total prices including all taxes and all services which the Co-contracting Party is obliged to pay extra for.
14. The Co-contracting Party declares that it has been expressly informed of all additional freight, delivery or postal charges. The Co-contracting Party shall bear the additional costs if they have not been expressly agreed.
15. All packaging shall be prepared by the Supplier according to his insights and experience in function of the nature of the goods, transport and storage. If it is necessary for the delivery of the goods to use special packaging or an unconventional delivery technique, the costs of this shall be charged to and borne by the Co-contracting Party unless otherwise stipulated.
16. In the event of cancellation of the order of goods by the Co-contracting Party, the part of the order which has been executed or which is in execution at the time of receipt of the notification of cancellation shall be reimbursed by the Co-contracting Party.

## **Titel 6            TRANSPORT**

17. All formalities and costs relating to the transport of the goods (including, but not limited to, insurance costs, customs duties, import duties, etc.) shall be borne by, and are at the risk and expense of the Co-contracting Party.
18. The Co-contracting Party shall recover visible transport damage to the goods from the carrier, the transport commission agent or the intermediary even if the goods were delivered carriage paid.
19. The Co-contracting Party declares that it will carefully and comprehensively inspect the goods upon receipt in order to establish defects or damage. If it finds Hidden Defects it shall report them to the Supplier without delay.

## **Titel 7            DELIVERY OF THE GOODS**

20. The Supplier and the Co-contracting Party shall agree in mutual consultation on the time and place of delivery of the goods.
21. Unless explicitly agreed otherwise between the Supplier and the Co-contracting Party, the goods shall be made available in the Supplier's warehouses.
22. Unless explicitly agreed otherwise between the Supplier and the Co-contracting Party, the latter undertakes to take delivery of the goods at the Supplier's warehouse within 8 calendar days of notification by the Supplier that the goods are available.
23. On the expiry of the aforementioned deadlines for receipt of the goods, the Co-contracting Party shall be liable to pay the Supplier compensation equal to EUR 50 per working day in respect of the costs of storage.

24. The obligation to deliver the goods may be suspended by the Supplier, without any compensation being due, if the Co-contracting Party fails to provide the information or documents which it is required to provide for the manufacture or delivery of the goods.
25. If the time of delivery is an essential element of the contract for the Co-contracting Party, the Co-contracting Party shall expressly notify the Supplier in writing and before the contract is concluded. In the absence of the aforementioned prior notification by the Co-contracting Party, the time of delivery shall not be regarded as essential.
26. If the goods cannot be delivered on time the Supplier shall inform the Co-contracting Party in writing. If the goods are not delivered within the agreed delivery time the Co-contracting Party shall request the Supplier in writing to make the delivery within an additional time period which is appropriate to the circumstances.
27. The execution of the agreement may be suspended, without any compensation being due, if the Co-contracting Party fails to communicate its order in time or fails to pay in time according to the agreed terms.
28. Any change to the order made by the Co-contracting Party after the conclusion of the contract shall release the Supplier from the obligation to comply with the originally agreed delivery time.

#### **Titel 8           TRANSFER OF OWNERSHIP AND RISK**

29. Contrary to article 1583 of the Civil Code, the transfer of ownership of the goods purchased by the Co-contracting Party shall only take place at the moment when the Co-contracting Party pays the Supplier the total amount due in full.
30. The Supplier and the Co-contracting Party expressly agree that the risk of destruction of the goods shall be borne by the Co-contracting Party from the moment of such destruction:
  - a) The goods are made available to the Co-contracting Party in accordance with the clause entitled "DELIVERY OF GOODS" in these Conditions.
  - b) The goods were to be collected from the Supplier by the Co-contracting Party or its designee using their own or their own provided means.
31. The Co-contracting Party expressly undertakes not to change, transform, incorporate or resell the ordered or purchased goods of the Supplier, nor to use them as collateral or as guarantee for a claim against a third party, before the transfer of ownership of the goods has taken place.
32. If it has been agreed that the Supplier shall send the goods to the Co-contracting Party, the risk of loss or damage to the goods shall pass to the Co-contracting Party as soon as the goods are loaded on the Supplier's premises in the means of transport chosen either by the Supplier or by mutual agreement.

## **Titel 9            PLACEMENT, INCORPORATION AND/OR ASSEMBLY**

33. The Co-contracting Party undertakes in any case to have any study carried out in connection with the placement, fitting and/or assembly of the goods supplied.
34. The Co-contracting Party warrants, at its own expense, that the installation, fitting and assembly chosen by it complies with the applicable regulations in the broadest sense of the word relating to noise, hygiene and safety, even if different material is supplied at the request of the Co-contracting Party.
35. The Supplier only guarantees the conformity of the material with the requirements that have been retained within the framework of an accepted order or of another contractual document.
36. At the express request of the Co-contracting Party, the Supplier may carry out (or have carried out) studies relating to placement, fitting and/or assembly, which will then be the subject of a separate invoice.
37. Any study carried out and accepted at the request of the Co-contractor in connection with the manufacture of a special material shall be the subject of an additional invoice.

## **Titel 10            GUARANTEE LIABILITY OF THE SUPPLIER**

38. The Supplier guarantees the quality of the delivered goods, products and services against any manufacturing defect or functional defect, whether arising from a defect in the conception, raw materials, manufacturing or execution, and this within the limits of the following conditions
  - a) For goods manufactured outside the Supplier's premises (non-exhaustive example: electronic wiring, lighting...) the guarantee is limited to the guarantee granted to the Supplier by the manufacturer or supplier.
  - b) The guarantee applies only to deliveries made by the Supplier. It does not extend to the materials in which the goods are contained and in particular the properties or characteristics of these materials.
  - c) If the equipment is incorporated by the Co-contracting Party or a third party in any material, the Co-contracting Party alone is responsible for the adaptation, choice and whether or not the delivery by the Supplier is adequate. The guarantee is in no way guaranteed in the event of defective assembly, adjustment, conception and functioning of the whole or of the parts of this combination created as such.
39. Defects and/or damages which are the immediate consequence of or which have appeared within the framework of one of the following cases are expressly excluded from the Supplier's guarantee liability:
  - a) Any carelessness or error of connection or manipulation, any use of the equipment other than the technical specifications of the Supplier, as described in the instructions for use given to the Co-contracting Party or, in general, its incorrect or abusive use.
  - b) Any excessive or abnormal use of the goods
  - c) Any intervention, arrangement, repair or similar practice in connection with the maintenance work performed by any person not authorised to do so by the Supplier.

- d) Any fire, water damage, accidents or defects in the air conditioning system, storms or weather-related disasters
  - e) Any act or fault causing damage, caused by anyone, including the Co-contracting Party itself or its agents
40. Compensation for damage resulting from Hidden Defects in the delivered goods shall be limited to the repair by the Supplier, free of charge, of the recognised defective parts or their replacement free of charge, formally excluding any compensation for whatever reason. Defective parts recovered by the Supplier following their replacement shall remain the property of the Supplier.
41. In order to be able to invoke the Supplier's liability, the Co-contracting Party must notify the Supplier of any defect in the goods by registered letter within 8 calendar days of the discovery of the defect or of the knowledge of the damage by the Co-contracting Party. On penalty of forfeiture of liability, the Supplier must in any case be notified of the defect within 6 months of the date of taking possession of the goods.
42. The warranty liability is limited to 12 calendar months after delivery of the goods.

## **Titel 11            INVOICES AND PAYMENTS**

43. The Supplier's invoices are deemed to have been irrevocably accepted if they are not disputed in writing within 8 calendar days of receipt.
44. The Co-contracting Party shall pay the invoices to a bank account specified by the Supplier or by means of a postal cheque account.
45. Accepted bills of exchange shall not entail novation. Payment by the Co-contracting Party by means of accepted bills of exchange shall automatically imply the authorisation of the Supplier to take these titles into account, any discount or premium being borne by the Supplier.
46. Non-payment or late payment of a single invoice on its due date shall automatically and without notice incur interest on arrears equal to the legal interest rate plus three percentage points. The Supplier and the Co-contracting Party expressly acknowledge the reciprocity of the Conditions.
47. Non-payment or late payment of a single invoice on the due date shall automatically render all other invoices payable.
48. In the event of non-payment or late payment, the Supplier shall be entitled to set aside all agreements in execution without any formality and subject to any compensation.
49. In the absence of payment within the contractually stipulated time limits, the Supplier reserves the right to demand the return of the goods and to proceed to the establishment of the breach of the purchase/sale agreement by simple dispatch of a letter to the Co-contracting Party within a period of 8 calendar days following a prior notice of default addressed to the Co-contracting Party which has remained without effect, without prejudice to any other claim for any compensation.

## **Titel 12            CONTINUING PAYMENT**

50. If the Co-contracting Party fails to fulfil any of his obligations arising from his contractual relationship with the Supplier (non-exhaustive example: non-payment, refusal to take delivery of the ordered goods within the agreed period,...) all purchase agreements entered into with the Supplier and remaining (partly) unpaid shall terminate by operation of law if the Co-contracting Party fails to fulfil its obligations within a period of 8 calendar days from the date of dispatch of a registered letter to the Co-contracting Party informing him of his shortcomings.
51. In such a case, the deliveries made for which there has been no transfer of ownership shall be refunded to the Co-contracting Party, whereby the Co-contracting Party undertakes to compensate the Supplier with an amount equal to 30% of all cancelled contracts by way of damages, except in the event that the Supplier can demonstrate a higher amount of damages, whereby the Co-contracting Party shall be obliged to compensate the higher demonstrated amount of damages.

## **Titel 13            COMPLAINTS**

52. All complaints regarding the delivered goods shall be notified to the Supplier by registered letter at the address of its registered office within a reasonable period of time and within the warranty period, regardless of the regulation of Hidden Defects.
53. In the event of a justified complaint, the returns will only be accepted if the Supplier has previously granted this in writing and if these returns are made in accordance with our dispatch instructions. These goods must reach the Supplier free of charge and must be in a new and perfect condition. In case of returns of damaged materials, a prior repair may be carried out by the Supplier at the expense of the Co-contracting Party. These costs shall be paid by the Co-contracting Party before any exchange with other materials. Returns are deemed to be complete, costs for completion shall be at the expense of the Co-contracting Party.

## **Titel 14            INTELLECTUAL PROPERTY**

54. All intellectual rights relating to the designs, drawings, studies, sketches, plans, specifications, photographs, engravings, printed matter, models or any other document containing an expression of the intellectual creation of the Supplier which is made available by the agents, representatives or personnel of the Supplier, even in the case of special remuneration, are and remain the property of the Supplier.
55. The Co-contracting Party expressly undertakes to respect the intellectual rights of the Supplier and not to transfer, share, distribute or assign the contents of the designs, drawings, studies, sketches, plans, specifications, photographs, engravings, printed matter, models or any other documents containing expressions of intellectual creation provided by the Supplier to third parties without the prior special written consent of the Supplier.
56. The Co-contracting Party shall not sell or manufacture under the Supplier's brand name or trade name any goods which are not issued by the Supplier. Similarly, the Supplier's

brand name or trade name may not be used in any way for the Co-contracting Party's own goods without the prior express written consent of the Supplier.

57. Any references provided by the Supplier to the Co-contracting Party shall be considered confidential and shall not be issued to third parties.

#### **Titel 15      TRANSFER AND SUBSTITUTION**

58. The Supplier is entitled to be replaced in the fulfilment of his commitments by any other third party he deems suitable.

59. The transfer and substitution shall take place by mutual agreement.

#### **Titel 16      ACCEPTANCE OBLIGATION FOR PROFESSIONAL ELECTRICAL AND ELECTRONIC EQUIPMENT**

60. For the implementation of the take-back obligation for professional electrical and electronic equipment, the Supplier has joined RECUPEL and pays an administrative contribution.

61. DThe Co-contracting Party undertakes to bear any costs of collection and processing both of the professional appliances that are the subject of the agreement with the Supplier when they are to be discarded and of the discarded electrical and electronic appliances that are to be replaced by them.

#### **Titel 17      TOEPASSELIJK RECHTBEVOEGDHEIDSCLAUSULE**

62. The contractual relationship between the Supplier and the Co-contracting Party shall be governed by Belgian commercial law.

63. Any dispute arising from the (pre-)contractual relationship between the Supplier and the Co-contracting Party shall fall under the territorial jurisdiction of the courts of the judicial canton, judicial district or district in which the Supplier's registered office is situated.



## **SPECIAL GENERAL CONDITIONS FOR CONSUMERS**

### **Titel 1           SCOPE**

64. The "Special General Terms and Conditions for Consumers" supplement the Conditions to the extent that the cocontracting party has the capacity of a consumer. They do not detract from the Conditions and form a whole.
65. In the event of conflict between a provision of the Terms and Conditions and the "Special Terms and Conditions for Consumers", the provisions of the "Special Terms and Conditions for Consumers" shall apply to the extent that the Co-contracting Party has the capacity of a consumer.

### **Titel 2           INFORMATION PROVIDED BY THE SUPPLIER**

66. The Co-contracting Party expressly declares that, prior to entering into the contractual relationship with the Supplier, it has been fully informed of the main characteristics of the product, the identity of the Supplier, the total price of the product, the method of payment, delivery, performance, the period within which the Supplier undertakes to deliver the product and the Supplier's policy for dealing with complaints, the existence of a legal guarantee of conformity for the goods, the existence and conditions of after-sales services and commercial guarantees, where appropriate, the duration of the contract, if the contract is of indeterminate duration or is extended automatically, the conditions for terminating the contract, the conditions of sale taking into account the needs for information expressed by the Consumer and the use communicated or reasonably foreseeable by the Consumer, as the case may be, the functionality of digital content including applicable technical protection measures, as the case may be, the relevant interoperability of digital content with hardware and software and other services of which the Supplier is aware or can reasonably be expected to be aware.
67. The Consumer declares that all provisions of the Terms and Conditions and the "Special Terms and Conditions for Consumers" have been drafted in a clear and comprehensible manner for him/her.
68. The Consumer declares that the Supplier has obtained the express consent of the Consumer for any additional payment over and above the remuneration agreed for the main contractual relationship with the Supplier.

### **Titel 3           DELIVERY OF GOODS**

69. If the Supplier fails to deliver the goods in accordance with the agreed delivery time, the Supplier shall have the same conditions regarding default interest in favour of the Consumer as the Supplier has in respect of the Consumer.

**Titel 4            RISK TRANSFER**

70. In contracts where the Supplier sends the goods to the Consumer, the risk of loss or damage to the goods shall pass to the Consumer as soon as the Supplier - or a third party other than the carrier and indicated by the Supplier - takes physical possession of the goods. However, the risk shall pass to the Consumer upon delivery to the carrier, if the carrier has been instructed by the Consumer to transport the goods and this choice was not offered by the Supplier, without prejudice to the Consumer's rights vis-à-vis the carrier.

**Titel 5            CANCELLATION CLAUSE**

71. If the Consumer fails to fulfil any of his obligations arising from his contractual relationship with the Supplier (non-exhaustive example: non-payment, refusal to take delivery of the ordered goods within the agreed time limits,...) all purchase agreements entered into with the Supplier and remaining (partly) unpaid shall end by operation of law if the Consumer fails to fulfil his obligations within a period of 8 calendar days from the sending date of a registered letter to the Consumer informing him of his shortcomings. In this regard, the Supplier and the Consumer acknowledge reciprocity, so that the Consumer may assert the same rights against the Supplier if the latter fails to fulfil its contractual obligations.

**Titel 6            CONSUMER LIABILITY**

72. The Consumer shall be liable for any diminution in the value of the goods resulting from handling of the goods beyond what was necessary to establish the nature, characteristics and functioning of the goods.

**Titel 7            TERRITORIAL JURISDICTION**

73. Disputes arising from the conclusion or performance of the contract between the Supplier and the Consumer shall be subject to the territorial jurisdiction of the courts of the place where the obligations, which are the subject of the dispute, arose or where they are, have been or are to be performed.