

GENERAL TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

1. Formation of the Contract

Except by prior, express and written agreement from us, only these terms and conditions govern this contract. By simply accepting this document, the customer declares waiving its own general or special terms and conditions that may be stipulated in purchase orders or generally any other document issued by the customer or its representative.

The customer acknowledges having taken note of the general terms and conditions, which are an integral part of this contract and accepts their terms and conditions. Moreover, it acknowledges that this contract and SA DELHEZ's general terms and conditions of supply of goods forms the entire agreement between the parties, superseding all proposals or written or verbal commitments preceding them and all other communications between the parties relating to the content of this contract.

2. Price and Offer

Unless otherwise agreed, our prices are stated in euros, excluding VAT and other taxes. Our offers are valid for 10 days (they may be withdrawn or modified at any time until receipt of the firm order. They must be accepted in their entirety unless an exception is made in writing).

For any order of a cash value of less than €100 exclusive of VAT, a set fee of €13 exclusive of VAT will be invoiced to cover our fixed costs.

3. Cancellation of the Order

Any order cancelled by the customer, for a reason that is not attributable to us, shall result in the payment of damages in our favour of a minimum set fee of 40% of the value of the order; in the event of cancellation of the order after delivery, the price of the order shall be due in its entirety. For individuals exclusively, this Article 3 is of a reversible nature in accordance with the Consumer Protection Act.

4. Services

Apart from the sale without transformation of previously purchased parts, our services are limited to custom work, namely the fulfilment of the actual order on the basis of the technical data and information communicated by the customer (material, dimension, thickness, etc.). We are not involved in the design of parts, in drawings, loads, the assessment of the strength of the parts, etc. Neither do we carry out the transformation work, any treatment after production, installation, implementation etc.

Except at the customer's prior express request and subject to normal tolerances, production of the parts may not be assumed to comply with any technical standard, such as the EN 1090 standard for structural parts. With regard to EN 1090, determination of the execution class is the customer's responsibility (EXC2 by default).

5. Delivery Lead Times and Execution Times

The delivery lead times or execution times have binding value, with respect to us, only if an agreement has been entered into specifically on this point when placing the order, and has been duly recorded in writing on this occasion. In this case, the delivery lead times shall, however, be suspended in particular in the case of the occurrence of a force majeure event.

For application of the foregoing sub-paragraph, force majeure events may be circumstances such as, in particular, a strike, a fire, machine breakdown, abnormal problems of supply and delays by suppliers, when their result is to delay or make delivery more difficult. In the event of the occurrence of what may be considered a force majeure event, it shall be immediately communicated to the other party. If the occurrence of a force majeure event makes the performance of the contract completely impossible, the parties shall be entitled to terminate it.

6. Revision of the Contract

All reasonably unforeseeable circumstances when concluding the contract and which are inevitable, which would make the performance of the contract more costly or difficult, beyond normal expectations, are a valid basis for us to request the revision of the contract. In this regard, particular reference is made to any exceptional rise in the price of raw materials.

7. Risks

By way of derogation from Article 1788 of the Civil Code, and unless otherwise provided for by a contractual or legal provision forbidding it, transfer of the risks takes place when the goods are delivered and when the services ordered are performed.

8. Delivery

Deliveries of orders are made in accordance with the EX WORKS incoterm. Collection of the goods is carried out at our counters, by the customer or its representative, which is deemed to be delivery.

If the customer requests delivery outside of our premises, it is entrusted to a third party company and the cost and carriage risks are borne by the customer. In this case, the customer undertakes to check whether the goods delivered strictly match the order placed.

If the customer accepts the delivery, it is deemed to comply with the order, without a defect or damage and accordingly it has no remedy against SA DELHEZ.

9. Replacement

The customer has a 365-day period after receipt of the order to return a returnable object (pallet and other objects) and to benefit from a refund of the latter. The return is carried out by the customer and at its expense. If the customer requests our involvement for a return, the latter is entrusted to a third party company and the carriage costs are chargeable to the customer.

Returnable parts that are incomplete, disassembled, too damaged or too oxidised to be renovated shall not be refunded.

10. Claims

Except for legal or contractual provisions to the contrary, any claim relating to the non-compliance of the goods sold or to an apparent defect affecting it must be made by registered letter within 8 days of the delivery.

11. Liability

We decline all liability except for our services described in Article 4.

Without prejudice to the foregoing, our liability may only be incurred in the cases where it is demonstrated that we have committed a fault in the actual execution of our work.

In any event, our intervention will be limited to the repair and/or replacement (at our exclusive choice) of the part that does not comply with the order or is inherently defective (i.e. if the defect is attributable exclusively to either the material used (if it has been chosen by us - the effectiveness of the material imposed by the customer must be verified before it places its order) or when making the part); we shall not be responsible for any other damage whatsoever, whether direct or indirect and with acceptance of the offer and of these general terms and conditions of supply deemed to be an abandonment of any remedy with respect to this.

12. Payment and Interest

Our invoices are payable to our head office, unless otherwise stated by us in writing. Should payment not be made on the due date, our invoices shall be automatically increased without prior notice, as a penalty clause, by a set fee of 10% but of a minimum of €50.00.

They bear interest, also automatically and without prior notice, at the rate of 1% per month of delay from their due date; any month started is due in its entirety.

For individuals exclusively, this Article 12 is of a reversible nature in accordance with the consumer protection act.

13. Claims regarding Invoices

Any claim regarding an invoice must, to be taken into consideration, be made within 15 calendar days following receipt of the invoice, by postal registered letter.

14. Suspension of Performance of the Contract

In the event of late payment and this includes intermediate invoices, we reserve the right to suspend, without notice, our services, whether they derive from this contract or previous or subsequent contracts, and resume them - unless otherwise specified - as soon as payment is made.

15. Termination of the Contract

Any payment default, even in part, on the due date allows us, after formal notice that has remained without result for eight days, either to consider the contract automatically terminated, thereby cancelling any remaining parts of orders in progress or orders placed and requiring immediate payment of everything that has been executed, supplied and delivered, without prejudice to damages, or to seek forced payment of the latter.

16. Retention of Title

Except for legal or contractual provisions to the contrary, we expressly retain title of the goods, even installed, until payment in full of all our claims with respect to the customer, due to the business relations that we have with it. In the event of late payment, we reserve the right, without prior notice, to take back any goods that have been delivered until payment in full of the price. By extension, we continue to enjoy this retention of title, even if the good has been transformed, transferred or sold; in the latter case, the claim on the resale price is automatically transferred to us. Transfer of the risks takes place, however, as the goods are delivered and as the services ordered are performed, in accordance with Article 9, until possibly we take them back.

17. Personal Data

It is our responsibility to protect the personal data of our customers and suppliers. By entrusting us with your personal data, you give us your consent to use this data for the strict purpose of planning, performing and managing the (contractual) relationship, and on legal basis (compliance with legal obligations and if of vital interest for the customers). In your own interest (records of the produced parts), your data are kept for a period of 5 years after the date of the last order. We do not share or transfer personal data, neither for free or against payment. You also have the right of access to and rectification or erasure of personal data, restriction of processing, right to object to processing and right to data portability by contacting the controller by postal mail addressed to the company headquarters or by email (privacy@delhez.be).

18. Applicable Law and Court with Jurisdiction

In the event of a dispute, the courts of Liège alone are competent at the level of the court of instance, unless an arbitration clause provides for the use of arbitration.

This contract is governed by Belgian law.

19. Invalidity of a Clause

Declaration of invalidity of a clause of the contract or these general terms and conditions does not result in the nullity of the contract itself. The scope of the clause in question will be amended to the extent of its illegality.

Customer signature preceded by the handwritten words "read and approved":