

GENERAL CONDITIONS OF SALE

Article 1

Subject to a written agreement to the contrary, only the present conditions will be applicable to the sale of our products, despite any stipulations to the contrary which might appear on order forms or other documents drawn up by the purchaser or the customer.

Article 2

Our offers and tariffs are given without any obligations whatsoever and may be modified at all times without any prior warning. All tariffs are excluding V.A.T. or any other taxes and free of charge ex warehouse, unless differently mentioned.

Article 3

Any orders received directly or by mediation of our agents, representatives or other personnel members, will only bind us after a written confirmation drawn up by the body that is competent to bind us.

Article 4

Orders will be invoiced at the prices and conditions that are valid at the time of acceptance of the orders. However, we preserve the right to automatically invoice any price increase resulting from an increase of prices by the manufacturer of the products to be delivered.

Article 5

The given terms for delivery and execution will not be binding. Purchaser or customer will not be able to refer to them in order to refuse any products or works, and to claim a compensation or to terminate the agreement.

Article 6

In case of Acts of God or government measures, we will have the right to completely or partially dissolve any order, or to postpone the execution thereof, without any warning or compensation; as there are in particular war, mobilisation, strikes, revolutions, machine defects, fire and all other causes that might form a hindrance for us or our suppliers as regards the normal delivery of raw materials, fuels and supplies.

Article 7

In case of any change as regards the purchaser's or customer's situation, his decease, insolvency, dissolution or modification of the company, judicial settlement or liquidation of property, suspension of payment, we will preserve the right even after partial execution of the order to demand sureties or to annul the remaining part of the order.

Article 8

In case purchaser or customer should refuse to completely or partially receive the order, we will regard the agreement as terminated for the part not received after a period of eight days following a written notification. The case arising, we will be entitled to a minimum compensation of 50% of the price of the part not received, without any harm to our right to demand a higher compensation if the damage is greater.

Article 9

Return of goods: In principle, we never take back delivered goods. If, exceptionally and in certain cases, we agree to the return of the goods, this will only be done for unused, fresh materials. This return will only happen at 80% of the value. The costs of return will be charged.

Article 10

Custom made / Colors: Are only carried out after written order, and are not taken back by the seller. These uncollected/delivered goods will be invoiced at the prearranged price.

Article 11

The transport of the products is always at the exclusive risk of the buyer or client, even if it is carried out or organised by us. All complaints that originate from the transport of the purchased items are inadmissible.

Article 12

We will grant a guarantee for hidden faults of the delivered Cemart products. Upon determination of the defects, purchaser or customer shall inform us thereof within five working days by registered mail, under penalty of dissolution. Our guarantee will in any case be restricted to replacement of the defective products with exclusion of any other form of compensation and with the exclusion of compensation for any other damage, such as among others commercial damage.

Article 13

All our products must be considered as accepted by the buyer or client at the time of delivery. The buyer must then immediately inspect the products for possible visible defects. If any complaint is found to be justified, the buyer or client is only entitled to equivalent products.

Article 14

We provide a guarantee for hidden defects in the delivered Cemart products. When the defects are established, the buyer or principal must notify us of them within five working days by registered letter, failing which they will lapse. Our guarantee is in any case limited to the replacement of the defective products to the exclusion of any other damage such as commercial damage.

Article 15

All our invoices are payable in cash at the registered office of our company or our facilities. In the event of non-payment on the due date, any discount granted will lapse and interest of 1% per month will be charged by operation of law, under notice of default. Each started month is valid for a whole month. In addition, the outstanding invoice amount on its due date is automatically increased by 15% on the part € 12.400, by 7,5% on the part between € 12.400 and € 25.000, and by 2,75% on the part above € 25.000, with a minimum of € 125 by way of flat-rate compensation.

Article 16

As a mutual guarantee and commitment to rapid dispute resolution by the arbitration, the B.A.I. (Belgian Arbitration Institution) is charged with the appointment of arbitrators who shall be authorised to settle any dispute definitively in accordance with its operating rules, which can be obtained free of charge from the Belgian Arbitration Institution, Lieven Bauwensstraat 20, 8200 Bruges. This clause forms an integral part of the terms and conditions of sale and replaces all conflicting jurisdiction clauses.

Article 17

Current terms and conditions of sale and delivery apply to traders as to non-traders.