

Terms and conditions Nelissen Steenfabrieken nv

1. Our price quotations are without obligation and have an expressly specified period. After expiry of the validity period, the seller is entitled to modify its quotation. The quotation is established in accordance with data provided by the customer to the seller. The seller is not responsible for the accuracy of this data. All quotations or orders, also made or placed by representatives or agents by whatever name called, acquire binding force only after being ratified by the Managing Director of the seller or his representative confirmed in writing, in order to provide greater legal certainty for both parties and avoid possible disputes about the conclusion of the agreement. Once an order has been placed, it cannot be amended, unless there is a written agreement between the seller and the customer. This offers both parties a greater degree of legal certainty and prevents possible disputes about changes to the agreement. All prices are exclusive of VAT. Any increase in the VAT rate or any other tax of any kind between the order and its execution shall be borne by the customer. Our prices may be affected by fluctuations in raw material prices, packaging prices, pallet prices and energy prices. In the event of an increase in one or more of the above-mentioned prices exceeding 10%, we reserve the right to increase the portion of the price representing the above-mentioned costs by the percentage by which the above-mentioned costs have increased, up to a maximum of 80% of the total price.

2. Delivery dates are given for informational purposes only and are not obligatory. When the delivery is temporarily suspended due to force majeure, the delivery period may be extended without entitlement to compensation or the contract may be cancelled without liability to pay compensation. Force majeure includes war, epidemics, pandemics (Covid-19), riots, strikes, breakdowns of machinery and/or tools, unavailability of transport, stagnation in the supply of raw materials or energy, government measures, as well as any circumstance that makes it reasonably impossible for the seller to deliver as agreed upon.

No damages of any kind, nor breach of contract for failure to deliver within the agreed period, may be claimed by the customer if delivery does not take place within the agreed period. If a delivery cannot be made due to reasons for which the customer is responsible, the additional fees for transportation costs shall be borne by the customer as stipulated by law. If the ordered items are not collected within the period stated on the order confirmation, the order will be disregarded.

3. In case of cancellation of the order by the customer, if there was no beginning of implementation or any advance payment has been paid, a fixed compensation in the amount of 25% of the agreed price will be owed. In case of cancellation of the order by the customer after that the production of the order has already commenced, the customer, under title of fixed compensation, the full amount of the agreed price will be owed. In case of complications related to the manufacture or to the seller itself or its suppliers due to lack of raw materials or fuels, or by any other cause, the seller reserves the right to cancel the order fully or partially, without compensation. If the ordered items are not collected within the period stated on the order confirmation, this shall be considered equivalent to a cancellation of the order by the customer.

4. Transport is always at the customer's risk, even if it is carried out by the seller's services. Transport will only be done through accessible and passable roads.

5. The visible defects or defects in conformity which existed at the time of the delivery and which the customer can reasonably determine after inspection will be deemed immediately to be accepted if the customer is present at the delivery. If the customer is not present during the delivery, he must make his possible objections and notify the seller in writing by registered mail within five working days after delivery. When goods are incorporated, in any case, they are considered as accepted. In case of direct shipment of the goods to third parties or to foreign countries, the verification and receipt of the products must always be performed through an on-the-spot check by the customer at the premises of the seller. In case of renunciation of this verification, the goods are considered as delivered according to the order. Complaints relating to a non-conforming delivery, which was not determinable at the time of delivery, must be sent to the seller, by registered mail, within five working days after the discovery of the defect.

We shall not be held responsible or liable for any indirect damage or loss of profit, or for any expenses due to delays in delivery. The seller's liability shall in any case be limited to the amount (i.e. the price) stated in the agreement concluded between the parties.

6. The seller cannot be held responsible for the consequences of a minor and/or ordinary error and/or a serious error committed personally or by agents, normal wear and tear, ... The seller is liable only in case of intent. The liability of the seller, in any case, is limited to the amount stated in the contract between the parties.

7. The customer expressly acknowledges being aware that the declaration of performance (DoP: declaration of performance) relating to the bricks offered by the seller, can be consulted on the seller's website.

8. All goods supplied by the seller remain the property of the seller until the full payment of the price and the additional performances and costs has been made. If the customer is in default, the goods must be returned to the seller immediately upon request and at the expense of the customer, without prejudice to the seller's right to full compensation. In the case that the defaulting customer goes bankrupt, prompts for applying the law on the continuity of enterprises or in any other manner has ceased its activities, the seller has the right of aim to reclaim for the sold goods by a simple request the person in possession of the disputed property.

9. The seller reserves the right to charge the goods as delivery, even if it is only partial. If a partial delivery is not paid when due, the seller may cancel the balance of the order. Any dispute regarding the submitted invoice must be notified by registered mail within five working days of the date of invoice to the seller. Failing this, there is an irrefutable presumption that the bill was accepted. Protest cannot suspend the payment. Unless expressly agreed otherwise, all invoices are payable at the registered office of the seller. Any invoice not paid on the due date will be increased by operation of law and without prior notice by a conventional interest on arrears, equal to the interest rate specified in Article 5 of the Law of 02.08.2002 late payment increased by 3%. Moreover, if not paid on the due date, the invoice amount shall automatically and without prior notice be increased by 10% as a lump sum compensation. This lump sum is considered as compensation for the extra judicial costs caused by not paying and notwithstanding the right of the creditor to claim compensation for other damage

items that are not caused solely by the non-payment. If the customer fails to make the agreed payments, even if partial payments, then the seller is in addition entitled to suspend its performance until the customer has paid its payment obligations entirely. The suspension may not give rise to any compensation by the customer.

10. The contract is deemed to be legally terminated in case of bankruptcy, applying of the law on the continuity of enterprises, or any other submissive form of liquidation of the customer's assets. The seller is entitled to immediate payment of all goods and services provided till then, notwithstanding the right to full compensation.

11. The seller and the customer acknowledge that the processing of personal data in the framework of their agreement(s) is subject to Regulation (EU) 2016/679 (GDPR). The seller has included a privacy statement on its website. The customer hereby explicitly confirms that all the data it submits to Nelissen Steenfabrieken nv are collected in accordance with the GDPR regulations. As a result, the customer shall indemnify Nelissen Steenfabrieken nv in the event that it receives any claim from a natural person whose data have been transferred to, collected and/or processed by Nelissen Steenfabrieken nv in the processing of the order. Aside from this, the provisions in the privacy statement of Nelissen Steenfabrieken nv shall apply, as well as any additional provisions included in a possible processing agreement.

12. If any provision or part of a provision of these conditions, or of a quotation, order form or agreement between the seller and the customer, should be declared void, invalid and/or unenforceable, this shall not affect the validity and/or enforceability of the remaining provisions or parts of provisions of these conditions, or of a quotation, order form or agreement between the seller and the customer.

The provisions of these terms and conditions, or of a quotation, order form or agreement between the seller and the customer, which are null and void or invalid shall remain binding to the extent that they are legally permissible. The relevant void, invalid and/or unenforceable provision or part of a provision shall be replaced as stipulated by law by a valid and enforceable provision or part of a provision that approximates the intentions of the parties.

13. Only Belgian law may be applied to disputes between the parties. This explicitly excluding the application of the CISG (the Vienna Convention). All disputes of any kind, including disputes concerning the application and interpretation of these terms and conditions, fall within the exclusive competence of the Commercial Courts of Antwerp, Department of Tongeren.

14. These terms and conditions have been drafted in Dutch and translated. In the case of a discrepancy or inconsistency between the Dutch text and the translated text, or a difference in interpretation, the general conditions written in Dutch will prevail.

These general terms and conditions shall take precedence over any contradictory or differently worded order conditions of the customer. Deviating terms and/or additional conditions are only binding for the seller once they have been accepted in writing.