

## GENERAL QUOTATION, SALE AND INVOICING TERMS AND CONDITIONS

### Article 1. Definition

In these general terms and conditions the following terms will have the following meanings:

- "GROUP CEYSSENS." GROUP CEYSSENS N.V. with registered office at 3550 Heusden-Zolder (Belgium), Mijnwerkerslaan 35, registered with the Antwerp Legal Entities Register, department Hasselt (Belgium) with Company number 0415.037.165 and all other related entities.
- "Counterparty": the natural or legal person who, for private or professional purposes, is a (potential) buyer of goods and/or services from GROUP CEYSSENS.
- "Consumer": the natural person who, purely for private purposes, is a (potential) buyer of goods and/or services of GROUP CEYSSENS.

### Article 2. Applicability

2.1 These general terms and conditions apply to all offers, quotations, assignments, orders, agreements, invoices and all related legal acts, whereby GROUP CEYSSENS acts as supplier, seller and/or supplier of goods or performs services of production, processing, treatment, placement of glass and/or related services.

This applicability applies irrespective of the Counterparty's place of residence or business and irrespective of the place of execution of the agreement and/or the legal acts connected therewith.

2.2 The assignment or order of the Counterparty is deemed to constitute knowledge and acceptance of these general terms and conditions of sale of GROUP CEYSSENS.

2.3 The applicability of the general, invoice, order and / or purchase conditions of the Counterparty are expressly rejected, regardless of a written or unwritten protest concerning this by GROUP CEYSSENS.

2.4 Deviations from these general terms and conditions are valid only if expressly agreed in writing between the Counterparty and GROUP CEYSSENS and only relate to the agreement in question, which excludes automatic applicability to future agreements and related legal acts.

### Article 3. Quotations - orders - agreements

3.1 All quotations are non-binding and may be revoked at any time by GROUP CEYSSENS, unless expressly agreed otherwise in writing;

3.2 Verbal offers or quotations by GROUP CEYSSENS or its appointee(s) and/or representative(s) are not binding, unless subsequently confirmed in writing by GROUP CEYSSENS.

3.3 In the absence of an acceptance of the quotation within 30 days from the date of the quotation or within a different period explicitly mentioned in the quotations, the offers of GROUP CEYSSENS lapse.

3.4 The most recent quotation replace and cancels all other possible prior quotations and the information contained therein.

3.5 Prices are based on the properties, quantities and dimensions indicated in the Counterparty's request. Each glass composition must be chosen (ordered and applied) by the Counterparty in accordance with the new standard NBN S23-002. Advice by GROUP CEYSSENS in this respect is purely indicative and can never lead to its liability.

3.6 If the request and / or the order is changed by the Counterparty, for any reason whatsoever, GROUP CEYSSENS reserves the right to revise its prices and to produce a new quotation, without prejudice to what is stated in article 5.1.

3.7 A binding agreement is concluded between GROUP CEYSSENS and the Counterparty:

- signature of the quotation and/or order form by both the Counterparty and GROUP CEYSSENS or;
- if the agreement is concluded at a distance, by the acceptance of the sent quotations or order form by:
  - either a scan/copy thereof signed by the Counterparty forwarded by e-mail or by post;
  - or an unambiguous written confirmation thereof by the Counterparty forwarded by e-mail or by post.

3.8 GROUP CEYSSENS employees, whether or not they are agents or representatives, do not have the authority to represent the company and therefore cannot legally bind the company, nor receive advance payments, as long as there is no written confirmation from GROUP CEYSSENS.

3.9 The object of the agreement is limited to what has been stipulated in writing and the goods and services mentioned in the order form signed by GROUP CEYSSENS or the order confirmation sent by GROUP CEYSSENS to the Counterparty.

3.10 Additional works and/or changes that are entrusted to GROUP CEYSSENS in writing or orally by the Counterparty or its appointee(s) after a binding agreement/ during the execution of the works will be invoiced in addition.

Oral requests for additional work and/or alterations are binding on the Counterparty. For administrative and evidential reasons, they will also be communicated in writing by the Counterparty to GROUP CEYSSENS within 48 hours, failing which the delivery or execution note and / or invoice as proof of order execution of the additional work and / or change will apply.

### Article 4. Prices

4.1 All prices charged by GROUP CEYSSENS are exclusive of VAT, other taxes, glass cleaning and delivery and packaging costs. With regard to Consumers, by way of derogation from the aforementioned principle, the prices charged are always inclusive of VAT.

4.2 All agreements will be concluded on the basis of the prices applicable at that time.

If cost-determining factors (such as, without being exhaustive: the prices of wages, social security charges, corporation tax, import tariffs, exchange rate fluctuations, raw materials) increase after the quotation or the agreement, whether or not foreseeable, a price increase may be passed on to the Counterparty, without this entitling it to terminate the agreement.

Any increase in the rate of VAT or any other tax of whatever nature between the order and the execution is chargeable to the Counterparty.

4.3 Unless otherwise agreed, the prices are quoted for delivery or collection at the location in 3550 Heusden-Zolder (Belgium), Mijnwerkerslaan 35. If it is otherwise agreed in writing that GROUP CEYSSENS will be responsible for transport or organization of transport, the price for this will be charged to the Counterparty.

4.4 Additional or minor works ordered during the execution of the services are settled according to the unit prices agreed between the parties and, in the absence of these, according to the standard prices normally used by GROUP CEYSSENS.

### Article 5. Cancel

5.1 If the Counterparty cancels the order before or during the execution of the works, the party will always be required to pay the following to GROUP CEYSSENS:

- (i) the payment for the service already performed and/or the goods already delivered, plus;
- (ii) a fixed compensation amounting to a minimum of 25% of the agreed total price.

5.2 Without prejudice to the provisions of article 5.1, GROUP CEYSSENS reserves the right to claim the full performance of the agreement and / or full compensation for expenses, materials and loss of profits incurred and / or the dissolution of the agreement.

### Article 6. Payment

6.1 GROUP CEYSSENS reserves the right to request an advance payment of at least 30% of the total price upon the conclusion of any contract before carrying out the works or delivering the products. For orders with a value of more than EUR 1,000.00, an advance payment of 50% of the total amount including VAT is requested, with a minimum of EUR 500.00.

6.2 Invoices are paid at the registered office of GROUP CEYSSENS. Invoices are payable by consumers in cash and by counterparties (non-consumers) in cash or at the latest within 8 calendar days of the invoice date, unless otherwise agreed in writing.

6.3 If the invoice remains unpaid on the due date, from that date an interest rate of 10% per annum will become due by rights and without notice of default.

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6.4 If the invoice remains unpaid on the due date, a fixed compensation will be charged amounting to 15%, with a minimum of 125.00, without prejudice to the interest mentioned in art. 6.3. It is expressly agreed that this clause does not apply to article 1023 of the Judicial Code, but article 1226 of the Civil Code.

6.5 Any non-payment of an invoice on the due date entails the payability of all invoices drawn up at that time at the expense of the same Counterparty.

6.6 GROUP CEYSSENS reserves the right to apply settlements against the Counterparty (non-consumer).

**Article 7. Collection, delivery, term of delivery, terms of delivery and transfer of risk**

7.1 Unless expressly agreed otherwise in writing, delivery/collection will take place at the GROUP CEYSSENS site at 3550 Heusden-Zolder (Belgium), Mijnwerkerslaan 35.

7.2 The Counterparty will collect the goods within a period of seven (7) working days after the notification by GROUP CEYSSENS that the goods are ready for collection. If the goods have not been collected after the expiry of the aforementioned period, they will be stored at the Counterparty's expense (cost price min. 75.00, excluding VAT, per day) and at the latter's risk.

7.3 Unless expressly agreed otherwise in writing, delivery periods will be indicative only and will in no way be binding.

7.4 The indicative delivery time commences on the day on which the order was confirmed in writing by GROUP CEYSSENS and not earlier than the day on which the Counterparty has fulfilled all that party's obligations according to the quotation, order form, agreement and / or order confirmation prior to the execution of the agreement.

7.5 If the indicative delivery period is exceeded by more than 30 days, the Counterparty must provide GROUP CEYSSENS with written notice, stating a reasonable period for the execution.

7.6 Except in case of intent or gross negligence on the part of GROUP CEYSSENS and unless expressly agreed otherwise in writing, the Counterparty is not entitled to any compensation and/or dissolution of the agreement due to delivery and/or placement after the indicative delivery period.

7.7 From the moment of delivery / collection, the Counterparty bears all risks relating to the delivered / collected goods, in particular the risk of theft and / or damage, destruction or loss during transport, even if this is due to care or on behalf of GROUP CEYSSENS.

7.8 A partial delivery, which includes the delivery of goods of a composite order, may be invoiced by GROUP CEYSSENS, whereby the provisions of article 6 apply; in this case, further delivery may be suspended until after full payment has been received.

7.9 If it has been explicitly agreed that GROUP CEYSSENS will be responsible for the delivery, this implies that:

- the delivery is provided up to the front door, on the ground floor, of the delivery address specified by the Counterparty;
- the Counterparty is responsible for providing parking facilities for the lorry and crane truck in the immediate vicinity of the window frames with sufficient space for unloading
- the Counterparty is responsible for providing the good accessibility, approachability and vehicle usability of the delivery location/site for glass trucks and crane trucks with sufficient space to unload;
- the Counterparty will be responsible for the unloading of the delivered materials and will bear the risk and liability for any damage caused during unloading by the Counterparty;
- the Counterparty will be responsible for vertical transport at the site;
- any loss of time, extras and/or additional work connected with the non-fulfilment of the aforementioned conditions will be charged on a cost-plus basis at EUR 52.00 per man-hour (excl. VAT). This also applies to loss of time due to incomplete, unfinished and uninstalled windows, the absence of glazing beads or other accessories or necessary provisions.

7.10 GROUP CEYSSENS is not liable for visible defects (such as: damage, fractures or defects) that were not reported on the waybill/delivery note.

**Article 8. Retention of title - right of retention**

8.1 The delivered goods remain the property of GROUP CEYSSENS until the payment in full of the price and additional services, including any damage and interest, even if these goods have been modified or incorporated.

8.2 GROUP CEYSSENS reserves a right of retention in the event of a previous and/or partial delivery and/or composite order remaining unpaid on the goods still to be delivered.

8.3 The Counterparty agrees to the possible registration of the retention of title in the register of pledges in respect of goods exceeding EUR 500,00. GROUP CEYSSENS will in that case remove the retention of title from the register of pledges within one month after full payment of the goods by the Counterparty.

8.4 The Counterparty is not entitled to dispose of the goods, to encumber them with a right of security or enjoyment and/or in any other way to withdraw from the recourse of GROUP CEYSSENS.

**Article 9. Acceptance**

9.1 At the time of the collection/delivery, the Counterparty will personally check the conformity of the products delivered and ordered. The signing of the delivery note, by the Counterparty personally or the latter's actual appointee, serves as confirmation of the conformity between the ordered and the delivered/placed goods. The signing of the delivery note also covers all visible faults, i.e. all faults that the Counterparty could have identified at the time of delivery by a careful and careful inspection, and in particular the faults concerning the characteristics of the products;

9.2 The goods are deemed to have been accepted by the Counterparty upon the signing of the delivery note, unless a precisely described and detailed complaint reaches GROUP CEYSSENS by registered letter at the latest within 48 hours after collection/delivery;

9.3 In the absence of the signature of the delivery note for whatever reason, the delivery and/or placement is deemed to have been accepted and delivered/placed in accordance with the order and without any visible defect if GROUP CEYSSENS does not receive a substantiated complaint in this respect within 48 hours after delivery/ placement via a registered letter.

9.4 The Counterparty is presumed to be liable for all damage caused by third parties to the delivered/placed products, as soon as the goods have been delivered/placed; Proof of delivery/ placement is provided by the signing of the delivery note or, failing this, by the absence of any substantiated complaint reaching GROUP CEYSSENS within 48 hours after delivery/ placement.

**Article 10. Warranty and guarantee**

10.1 Insofar as this article is expressly declared applicable and for a specified period, with a maximum of 6 months, after delivery, GROUP CEYSSENS grants the Counterparty a warranty for material and manufacturing defects, which arise or become visible during normal use;

10.2 The guarantee under article 10.1. does not apply if the errors are the result of improper use or of any cause other than material or manufacturing defects or if GROUP CEYSSENS, after consultation with the buyer, delivers used material or goods. GROUP CEYSSENS cannot be held liable for damage resulting from an application of the products that is not in accordance with good practice, the installation instructions or improper storage by the customer.

10.3 For all goods and materials that GROUP CEYSSENS does not manufacture itself, GROUP CEYSSENS provides a manufacturer's warranty in accordance with the supplier's terms and conditions; 10.4 GROUP CEYSSENS does not give any guarantee for single-pane glazing.

10.5 A guarantee is provided only for delivered materials and never includes the costs for working hours and/or travel.



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### **Article 11. Placement**

11.1 This article applies only if GROUP CEYSSENS undertakes to provide services to the Counterparty, without prejudice to the applicability of the other articles of these general terms and conditions.

11.2 The Counterparty will approve the performed services and placed items on a daily basis by signing the execution slip. In the absence of agreement, the Counterparty will note its comments on the completion certificate. In the absence of a signature without a reasonable basis/remark or merely due to default, the work described on the completion certificate will be deemed to have been accepted and approved.

11.3 The Counterparty is responsible for the supply of correct specifications, drawings and other data relating to dimensions, quantities, constructions, methods of installation, etc. If inaccuracies are found onsite, GROUP CEYSSENS is entitled to compensation for additional costs of materials and services and damage

11.4 From the moment of delivery/placement of the goods, the risk for these goods passes to the Counterparty.

11.5 GROUP CEYSSENS is not responsible or liable for damage / other consequences resulting from compliance with existing standards, factory regulations and / or other directives and good practice for the art placed glass, regardless of whether they are due to incorrect properties, thickness, composition and / or incorrect sizes, finishes, instructions given by the Counterparty, force majeure and / or weather conditions.

11.6 Unless otherwise agreed, the Counterparty will provide safe and compliant building cranes, construction site hoists and/or other necessary technical aids with operating personnel for the vertical transport of the materials supplied onsite at times to be determined in close consultation between the parties.

11.7 The Counterparty is responsible for taking out the appropriate insurance policies and for safety on the construction site. GROUP CEYSSENS is not liable for violations of installation regulations of which it has not been informed, except in case of intent and/or reckless conduct.

### **Article 12. Liability**

12.1 Except in the cases described in these general terms and conditions, GROUP CEYSSENS does not accept any liability and/or obligation to pay damages from the moment of delivery or placement. In addition, the GROUP CEYSSENS accepts no liability for human damage and / or business and / or consequential damages, directly or indirectly resulting from sold and / or provided goods;

12.2 GROUP CEYSSENS is not liable for discrepancies as regards length, width, thickness, surface or colour within the usual tolerances, nor for possible colour differences between replaced glazing and existing glazing.

12.3 No liability and/or obligation will be accepted for damage caused as a direct or indirect result of: force majeure, errors and/or negligence on the part of the buyer/customer and the latter's legal or factual appointees, defects in the material made available by the buyer, or any other external cause, including atmospheric, chemical, electrical and mechanical influences;

12.4 Advice by GROUP CEYSSENS at the customer's request is always purely indicative, as GROUP CEYSSENS is neither a design office nor an architect, and can never lead to the liability of GROUP CEYSSENS.

12.5 GROUP CEYSSENS is not liable for thermal breakage in the case of unhardened glazing, nor in the case of hardened glazing without a heat soak test.

12.6 GROUP CEYSSENS is not liable for any errors in design.

12.7 Any liability and/or liability of GROUP CEYSSENS is always limited to the amount of the relevant invoice, excluding VAT, without taking into account the cause and extent of the damage;

12.8 As soon as certain materials, parts and/or goods made available by the buyer/customer for the execution of the assignment are made available, the buyer/customer will bear the risk and liability for all risks and damages, of whatever nature, that may arise for these materials;

12.9 Insofar as, in any manner whatsoever, the ten-year warranty should be established with respect to GROUP CEYSSENS, the parties agree that this period will in any event commence from the provisional acceptance or the actual acquisition of the works carried out by GROUP CEYSSENS.

### **Article 13. Dissolution**

13.1 GROUP CEYSSENS has the right to dissolve the contract by simple notification by registered letter to the buyer/client if the latter fails to meet one of the latter's contractual obligations, in particular if the party fails to collect the goods within the period provided for in article 7.2., if the party fails to pay an invoice within more than 30 days, or if it appears that the party will not or probably not meet one of the latter's obligations, even if this obligation is not yet enforceable;

13.2 Upon termination of the agreement in accordance with the first paragraph, the Counterparty will owe compensation equal to 25% of the price, without prejudice to the right of GROUP CEYSSENS to claim the actual damage suffered;

### **Article 14. Special conditions**

14.1 Our glazing is supplied and/or installed according to the general acceptance criteria and according to our 10-year warranty provisions: "the appearance of glazing according to VGI-Note 03" can be consulted at [www.vgi-fiv.be](http://www.vgi-fiv.be) (in the publications section).

14.2 GROUP CEYSSENS takes responsibility only for measurements taken by the entity itself in the case of windows, doors, etc. that are finally and professionally placed. In this connection, the entity follows the technical instructions given by the Counterparty or its appointee(s) and assumes no liability for any incorrect information provided and any resulting corrections and/or consequential damages. Unless otherwise specified in writing, the measurements specified by the Counterparty will be regarded as correct dimensions, the first dimension indicating the width and the second the height. For ornamental glass what matters is that the pattern runs in the direction of height.

14.3 Exchange of fittings for glass doors can take place only free of charge if, after inspection of the goods, they have been returned undamaged to GROUP CEYSSENS. Additional shipping costs and possible assembly costs are at the expense of the buyer/customer. The maximum period for the exchange described above is 5 days. Any damage caused by GROUP CEYSSENS to goods belonging to the buyer/customer or to third parties must be ascertained before the works are finished.

14.4 If repairs have to be carried out, for whatever reason, the Counterparty must allow GROUP CEYSSENS to carry out the necessary tests to investigate the cause of the alleged defect, provide the means to do so and give the entity access to carry out any repairs. Otherwise, GROUP CEYSSENS will not be liable for any defect in the services or goods it provides, consequential damage or redress for damages to tangible property, or late delivery or performance compensation.

14.5 The Counterparty is responsible for obtaining further information from the government regarding grants and subsidies. GROUP CEYSSENS is not liable for any incorrect information, nor liable for any compensation for miscalculations in this respect.

14.6 The Counterparty must take out adequate insurance against (product) liability.

14.7 GROUP CEYSSENS reserves the right to divide the glass sizes into manageable sizes in the case of glass elements that are too large and/or too heavy. This is determined during the measurement when the accessibility of the construction site has been assessed.



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### **Article 15. Consumers and GDPR**

15.1 Personal data of Consumers reaching GROUP CEYSSENS in the context of a (potential) agreement will be collected, processed, used and retained in accordance with the General Regulation on Data Protection (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

15.2 Personal data will be used for only administrative purposes, commercial actions and to comply with legal and regulatory obligations.

### **Article 16. Mediation**

16.1 The parties undertake to submit their future disputes relating to a concluded contract to mediation in civil and commercial matters, subject to the mere collection by GROUP CEYSSENS of invoices not subject to serious dispute or not contested before the due date of the invoice.

16.2 Mediation will take place under the direction of an approved judicial mediator in civil and commercial matters for the district of Hasselt or Tongeren, who will propose the most suitable party on a list of three mediators, from which the Counterparty will choose one within five days of dispatch. In the absence of a choice, the party that is the first to take action will select one from the list of options initially proposed. The mediation will commence no later than 15 days after one party has served a request for mediation on the Counterparty(s). The duration of the mediation may not exceed fifteen days, except with the express agreement of the parties.

16.3 The parties undertake not to cease mediation before each party has been able to make a presentation at a preliminary joint meeting.

### **Article 17. - Final provisions**

17.1 All legal relationships between GROUP CEYSSENS and the Counterparty are governed exclusively by Belgian law.

17.2 For all disputes that may arise between GROUP CEYSSENS and the Counterparty, and for which mediation has not been successful, only the Courts of the judicial district of Antwerp, department Hasselt are competent, without prejudice to the right of GROUP CEYSSENS to summon the Counterparty to appear before the courts of its domicile and/or registered office.

17.3 In the event of a conflict between the Dutch text and the text in other languages, the Dutch text will prevail.

17.4 If the Counterparty is a Consumer, the provisions of these general terms and conditions will apply insofar as they do not conflict with any applicable provisions of mandatory law.

17.5 In the impossible event that, without prejudice to article 2, due to any circumstances whatsoever, the general purchase terms and conditions of the Counterparty would be applicable to the agreement, the parties agree that the stipulations included therein that are contrary to article VI.91/2, VI.91/3, VI.91/4 and/or VI.91/5 WER are automatically and by rights considered as not written and will be replaced by the substantively corresponding provisions of the GROUP CEYSSENS general quotation, sale and invoicing terms and conditions.