

PCK Belgium BV - General Terms and Conditions

1. Information about PCK Belgium BV

<u>Name:</u>	PCK Belgium BV
<u>Legal form:</u>	Private company
<u>Address of the registered office:</u>	Rue de l'Industrie 28, 6940 Durbuy, Belgium
<u>VAT number:</u>	BE0847061903
<u>Register of legal entities:</u>	Liege, Marche-En-Famenne division
<u>Phone number:</u>	+32 479 498831
<u>E-mail address:</u>	Mahdi.g@pckbelgium.be

2. Definitions

OFFER	:	the various PRODUCTS offered for sale by the COMPANY
PURCHASER	:	any natural or legal person who purchases or intends to purchase PRODUCTS for trade, business, craft, or professional activities
CONSUMER	:	any natural person acting for purposes outside their trade, business, craft, or profession who purchases or could purchase PRODUCTS
COMPANY	:	PCK Belgium, a limited liability company under Belgian law, with its registered office at Rue de l'Industrie 28, 6940 Durbuy, Belgium, registered in the Register of Legal Entities under the number 0847.061.903, and listed at the Company Court in Liège, Marche-en-Famenne division
AGREEMENT	:	the agreement concluded between the COMPANY and the CONSUMER regarding the purchase of PRODUCTS
PRODUCTS	:	all goods offered for sale by the COMPANY
WEBSITE	:	the COMPANY's website www.pck-belgium.com
WORKING DAY	:	every day, except Saturdays, Sundays, and public holidays in Belgium

3. General Provisions

- 3.1. These General Terms and Conditions apply to every OFFER of the COMPANY and all AGREEMENTS.
- 3.2. The COMPANY's OFFER applies exclusively to non-CONSUMERS. By placing an order, the PURCHASER acknowledges that it is purchasing PRODUCTS for its trade, business, craft, or profession.
- 3.3. The General Terms and Conditions of the PURCHASER, including purchase conditions, only apply if they are expressly confirmed in writing by both parties prior to the execution of the order.
- 3.4. The General Terms and Conditions are subject to change at any time and without notice. The General Terms and Conditions in force at the time of purchase of the PRODUCTS apply.
- 3.5. The AGREEMENT may only be amended following prior, express, and written agreement between the COMPANY and the PURCHASER. Neither the PURCHASER nor the COMPANY may invoke Article 5.74 of the Belgium Civil Code on the imprecision doctrine.

4. Conclusion of the AGREEMENT

- 4.1. The AGREEMENT is concluded:
 - At the moment the PURCHASER accepts the written offer of the COMPANY, or;
 - at the moment the COMPANY expressly accepts an order of PRODUCTS in writing without reservations.

4.2. The AGREEMENT and the General Terms and Conditions remain in force until all commitments have been performed by the PURCHASER and the COMPANY.

5. **Offer and stock**

5.1. The COMPANY may change the OFFER at any time.

5.2. Each PRODUCT offered is accompanied by a product description. The COMPANY may also use images in this regard. The COMPANY makes all reasonable efforts to ensure that the product descriptions and images reflect the PRODUCT offered as accurately as possible. This constitutes an obligation of means and not an obligation of result.

5.3. If a PRODUCT is no longer in stock, the COMPANY will inform the PURCHASER of this. The COMPANY will inform the PURCHASER of this and inform the PURCHASER within which time period the item can be delivered. If the PURCHASER does not agree with the proposed additional time period, the PURCHASER must notify the COMPANY within 7 WORKING DAYS of the COMPANY's notification of the additional time period.

6. **Prices**

6.1. All prices are stated in EUROS, excluding VAT and taxes and excluding shipping costs.

6.2. Under no circumstances may the PURCHASER invoke Article 5.97 of the Belgian Civil Code on price reduction or Article 5.85 of the Belgian Civil Code on substitution.

7. **Payment**

7.1. All invoices are payable within 30 days of the invoice date.

7.2. The COMPANY's invoices are considered accepted if they are not contested in writing with reasons within a period of eight (8) working days from receipt.

7.3. However, the COMPANY reserves the right to process an order only after receiving partial or full payment of the invoice amount. The COMPANY will inform the PURCHASER in writing if it wishes to invoke this right.

7.4. In the event of non-payment or late payment, any amount remaining unpaid shall, ipso jure and without prior notice, bear interest on arrears equal to the interest rate referred to in the Law of 02 August 2002, on the Combating of Payment Delays in Commercial Transactions (Wet Betalingsachterstand). In addition, the PURCHASER will be charged a fixed fee of 10% of the total outstanding balance.

7.5. Until the time of full payment, the PRODUCTS remain the exclusive property of the COMPANY, even after incorporation. The PURCHASER may not alienate or encumber the PRODUCTS in the meantime. In case of non-payment or late payment, the COMPANY is entitled to take back the delivered PRODUCTS.

8. **Shipping & Delivery**

8.1. To the extent that the purchased PRODUCTS are in stock, the COMPANY will ship the order within two (2) and six (6) WORKING DAYS for a delivery in Belgium, and within three (3) and fourteen (14) WORKING DAYS for a delivery in the Netherlands, unless a different delivery date is agreed upon between the COMPANY and the PURCHASER. This constitutes an obligation of means and not an obligation of result. For PRODUCTS to be delivered outside Belgium or the Netherlands, the delivery period stated in the AGREEMENT applies. The COMPANY will make all reasonable efforts to ensure that delivery deadlines are met. Unless expressly agreed in writing, a delay in execution does not give rise to compensation or termination of the AGREEMENT.

8.2. Delivery will take place at the address specified by the PURCHASER. The PURCHASER is responsible if the address provided is incorrect.

8.3. Delivery and transport are at the risk of the PURCHASER, who should insure itself against possible damage. The risk passes to the PURCHASER from the moment the PRODUCTS leave the COMPANY's warehouse.

8.4. If no one is available at the address of the PURCHASER at the time of delivery, the PURCHASER must follow the instructions of the delivery service responsible for delivering the order.

8.5. The COMPANY reserves the right to make partial deliveries of the PRODUCTS ordered, for example if part of the order is delayed or unavailable. In the event of partial delivery, the COMPANY will notify the PURCHASER by e-mail.

8.6. If the PURCHASER fails to take any action necessary to deliver the PRODUCTS at the agreed place and time, the PURCHASER will be liable to compensate all damages, including storage costs, on the part of the COMPANY, without prejudice to the COMPANY's right to terminate the AGREEMENT for breach of contract.

8.7. Upon delivery, the PURCHASER must immediately check the PRODUCTS for any visible defects or non-conformities. If the PRODUCTS are visibly damaged or non-compliant, the PURCHASER must refuse delivery and inform the COMPANY immediately, no later than three WORKING DAYS after delivery, by registered mail giving reasons. In the absence of notification within this period, the PRODUCTS are deemed accepted. After notification, the COMPANY will provide the PURCHASER with the necessary instructions regarding the return of damaged PRODUCTS.

9. **Force majeure**

9.1. Force majeure means any unforeseeable circumstance beyond the control of the COMPANY or the PURCHASER, which renders execution of the AGREEMENT wholly or partly impossible. Force majeure includes, among other circumstances: force majeure of a party's subcontractors, war, riots, exceptional natural or weather conditions (flood, lightning, storm, earthquake, hurricane, etc.), epidemiological outbreaks, national, regional or professional strikes, lockouts, government measures, fire, technical malfunction of installations, pandemics and any increase or evolution thereof, acts of terrorism, etc. This list is not exhaustive.

9.2. The COMPANY is not liable or responsible for delayed or non-execution of its obligations under the AGREEMENT due to force majeure. In case of force majeure:

- the COMPANY will notify the PURCHASER in writing, via e-mail, or by phone, and;
- the obligations of the COMPANY under the AGREEMENT will be suspended, and the period for execution of the obligations will be extended for the duration of the force majeure. If the force majeure persists for a period of three (3) consecutive months, the PURCHASER is entitled to terminate the AGREEMENT. The PURCHASER must notify the COMPANY in writing in accordance with Article x of these General Terms and Conditions.

10. **Complaints regarding hidden defects**

10.1. If the AGREEMENT concerns PRODUCTS that are not manufactured by the COMPANY, but are only sold by the COMPANY, then the PURCHASER must make a claim under the manufacturer's guarantee in the first instance. The COMPANY is thus entitled to refer the PURCHASER to the manufacturer for handling the complaint regarding hidden defects. In any case (e.g. in the event of refusal of the claim by the manufacturer of the PRODUCTS), the COMPANY cannot be held liable for a guarantee beyond that included below (Articles 10.2 up to and including 10.5).

10.2. A guarantee is given for hidden defects for a period of two (2) years, provided that:

- a. The defect renders the PRODUCTS seriously unsuitable for use;
- b. The rules in the product and operating instructions and any warnings were observed;
- c. The PRODUCTS have not been processed/used;
- d. The defects were reported in accordance with the provision in Article 14 of these General Terms and Conditions within a period of ten (10) WORKING DAYS after the PURCHASER became aware or should reasonably have become aware of the defect.

10.3. This guarantee does not apply in the following cases:

- a. Incorrect, improper, or injudicious use, storage, or transport of the PRODUCT;
- b. Defects caused by force majeure;
- c. Defects in the PRODUCT caused by the PURCHASER, its agent, or any other third party;
- d. Work was carried out by third parties on the delivered PRODUCTS, without the written consent of the COMPANY.

10.4. This guarantee is limited to the replacement of the defective PRODUCT, and excludes the costs of returning it and subsequent re-delivery, and without the PURCHASER being able to claim any compensation on any account whatsoever. If replacement is not possible, the guarantee is limited to reimbursement of the price paid and return of the defective PRODUCT.

10.5. The PURCHASER acknowledges that these measures individually constitute full and adequate compensation for any possible damage due to any defects, and that this cannot give rise to the payment of any compensation for any reason and cannot be considered as an acceptance of liability.

11. **Liability**

11.1. The entire liability of the COMPANY (contractual, extra-contractual or otherwise) is in any case be limited to direct damage. The amount of any compensation cannot in any way exceed the price paid for the PRODUCTS.

11.2. Under no circumstances is the COMPANY be liable for;

- Intangible, indirect, or consequential damages, including but not limited to loss of profits, loss of use, reduced goodwill, missed savings, loss of commercial opportunities;
- damage caused by third parties;
- damage resulting from force majeure on the part of the COMPANY, as provided for in Article 9 of these General Terms and Conditions;
- damage resulting from incorrect information provided by the PURCHASER to the COMPANY; damage resulting from failure to comply or to comply properly with product and user instructions and any warnings;
- damage resulting from improper or inappropriate use or processing of the PRODUCTS;

- damage resulting from the PURCHASER's non-compliance with legal or other obligations;
 - damage due to normal wear and tear.
- 11.3. No action for damages may be brought against the COMPANY more than one (1) year after the cause of damage occurred.
- 11.4. The COMPANY cannot be held liable on the basis of extra-contractual liability.
- 11.5. However, limitations of liability in this article do not apply to (i) wilful misconduct or gross negligence, (ii) bodily injury or (iii) any other liability that cannot be validly excluded under applicable law.
- 11.6. The PURCHASER is not allowed to use the services of the COMPANY as a subcontractor or as a performing agent.

12. **Termination**

- 12.1. Without prejudice to any other grounds justifying the immediate dissolution/termination of the AGREEMENT by the COMPANY, the COMPANY shall have the right to immediately terminate the AGREEMENT by registered letter, without prior intervention of a court and without owing any damages, in any of the following situations:
- Any change in the PURCHASER's situation, collective debt arrangement, dissolution or liquidation, bankruptcy or in the event of any other insolvency or reorganisation proceedings or the attachment of a substantial part of its assets or in any other hypothesis whereby the totality or a substantial part of the PURCHASER's assets are subject to the direct or indirect control of creditors, the courts or any third party, be it governmental or non-governmental, or any other circumstance that, based on objective grounds, could damage confidence in the creditworthiness of the PURCHASER, or in the event of fraud, wilful intent, or deceit on the part of the PURCHASER;
 - The PURCHASER fails to comply with its contractual obligation even after having been given notice of default by registered letter for this purpose, and having been reminded to remedy it within a reasonable period of fourteen (14) calendar days.

13. **Intellectual property**

- 13.1. The website, logos, texts, images, names, and all communications in general are protected by intellectual property rights that are held by the COMPANY, its suppliers, or other rights holders
- 13.2. It is prohibited to use or modify these intellectual property rights. For example, no drawings, images, texts, logos, colour combinations, etc. may be copied or reproduced without the prior written consent of the COMPANY.

14. **Notifications**

- 14.1. All written notifications made under an AGREEMENT must be made by registered mail. Written notifications to the COMPANY must be made to the address of the COMPANY's registered office. The COMPANY will use the contact details provided by the PURCHASER to the COMPANY for written notifications to the PURCHASER.

15. **Applicable law**

- 15.1. These General Terms and Conditions, the OFFER and the AGREEMENT are governed by Belgian law. The application of the Vienna Sales Convention is excluded.
- 15.2. Any disputes arising out of or in connection with these General Terms and Conditions or the AGREEMENT shall fall under the exclusive jurisdiction of the courts of Ghent, Division Ghent, Belgium.

16. **Miscellaneous**

- 16.1. The COMPANY is entitled to transfer its rights and obligations under the AGREEMENT to a third party or subcontractor, but this will not affect the rights and obligations under these General Terms and Conditions.
- 16.2. The invalidity or unenforceability of any provision or clause of these General Terms and Conditions shall not affect the validity or enforceability of any other provision or clause, or of the general terms and conditions as a whole. In the event that the validity or enforceability of any provision or clause of these General Terms and Conditions is questioned or challenged, the COMPANY undertakes to take all reasonably necessary or useful actions, including the rephrasing of the relevant provision or clause, to ensure by lawful means that such provision or clause remains fully valid and effective, or to replace it with another provision or clause that, from an economic standpoint, has the same effect for all parties involved, unless such invalidity or unenforceability would undermine the essence or balance of these General Terms and Conditions.
- 16.3. Neither the PURCHASER nor the COMPANY may invoke Article 5.74 of the Belgian Civil Code.
- 16.4. The failure of the COMPANY to exercise its rights at any time shall in no way be deemed a waiver of those rights. Any waiver by the COMPANY is only valid if made expressly in writing.