

General:

The provisions of these general terms and conditions apply to every offer and agreement between SCHRAMME INDUSTRIES nv and the buyer insofar as the parties have not explicitly deviated from these terms and conditions in writing.

The present terms and conditions also apply to all agreements with SCHRAMME INDUSTRIES nv, for the execution of which SCHRAMME INDUSTRIES nv uses the services of third parties.

The applicability of the buyer's general terms and conditions is expressly excluded, unless the parties have agreed otherwise in writing;

If SCHRAMME INDUSTRIES nv concludes agreements with the buyer more than once, the present general terms and conditions always apply to all subsequent agreements, regardless of whether or not they have been explicitly stated.

If one or more provisions in these general terms and conditions are null and void or should be annulled, the other provisions of the general terms and conditions will continue to apply.

Offers/Orders/Prices

All offers, in whatever form, are without obligation, unless a period for acceptance is stated in the offer.

If a natural person concludes an agreement on behalf of or on behalf of another natural person, he declares – by signing the order form / order – to be authorized to do so. In addition to the other natural person, this person is jointly and severally liable for all obligations arising from the agreement.

Agreements to which SCHRAMME INDUSTRIES nv is a party shall only be deemed to have been concluded after SCHRAMME INDUSTRIES nv has accepted an order/order from the buyer in writing or the actual delivery ex warehouse SCHRAMME INDUSTRIES nv of the goods sold by SCHRAMME INDUSTRIES nv to the buyer.

In the event of a difference between the buyer's order and the written confirmation of SCHRAMME INDUSTRIES nvs, only SCHRAMME INDUSTRIES nvs confirmation is binding.

In the case of oral agreements, the invoice is deemed to represent the agreement correctly and completely, subject to a complaint within 30 days of the invoice date.

The prices in the offers/catalogues/internet site/price lists apply to delivery ex warehouse SCHRAMME INDUSTRIES nv, in Euros, excluding VAT and government levies, excluding shipping, transport, export, insurance, loading, packaging and administration costs, unless the parties have expressly agreed otherwise.

Discounts, additions, changes and further agreements to the agreement can only be agreed in writing.

SCHRAMME INDUSTRIES nv may pass on price increases if a VAT increase or other statutory or cost price increases of more than 5% have occurred between the time of offer/acceptance and delivery.

SCHRAMME INDUSTRIES nv is entitled to adjust its prices every year with at least the inflation adjustment.

SCHRAMME INDUSTRIES nv is entitled to charge the costs of sustainable packaging materials separately.

SCHRAMME INDUSTRIES nv may refuse an order or part of an order without giving reasons or attach conditions to an order. If an item is no longer available, SCHRAMME INDUSTRIES nv is not obliged to deliver or to pay any compensation to the buyer in connection therewith.

Execution of the agreement

SCHRAMME INDUSTRIES nv will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. This on the basis of provisions agreed between the parties

SCHRAMME INDUSTRIES nv determines the manner of execution of the agreement, insofar as the parties have not expressly agreed otherwise in writing.

SCHRAMME INDUSTRIES nv is not liable for damage, of whatever nature, because SCHRAMME INDUSTRIES nv has assumed incorrect and/or incomplete data and dimensions provided by the buyer, unless this incompleteness should have been known to SCHRAMME INDUSTRIES nv.

If and insofar as this is required for the proper execution of the work, SCHRAMME INDUSTRIES nv has the right to have work carried out by third parties.

If the buyer has reserved the delivery of certain materials and/or the execution of certain parts of the work, the buyer is liable for late delivery or late execution thereof.

Buyer shall ensure that all data, dimensions and approvals, of which SCHRAMME INDUSTRIES nv indicates that they are necessary or of which the buyer should reasonably understand that they are necessary for the execution of the agreement, are provided to SCHRAMME INDUSTRIES nv in a timely manner. If the data and approvals necessary for the execution of the agreement have not been provided to SCHRAMME INDUSTRIES nv in time, SCHRAMME INDUSTRIES nv has the right to suspend the execution of the agreement and/or to charge the buyer for the additional costs resulting from the delay in accordance with the usual rates.

If the commencement or progress of the work is delayed by factors of which the buyer is responsible, the resulting damage and costs for SCHRAMME INDUSTRIES nv must be compensated by the buyer.

If work is carried out by SCHRAMME INDUSTRIES nv or third parties engaged by SCHRAMME INDUSTRIES nv in the context of the assignment at the buyer's location or at a location designated by the buyer, the buyer shall provide the facilities reasonably desired by those employees free of charge.

The buyer must take safety measures during the execution of the work and must supervise the work himself.

The Buyer indemnifies SCHRAMME INDUSTRIES nv against any claims from third parties who suffer damage in connection with the execution of the agreement and which is attributable to the Buyer.

Delivery

Delivery is ex works to the address of SCHRAMME INDUSTRIES nv, unless the parties agree otherwise. SCHRAMME INDUSTRIES nv is entitled to charge an advance payment. After payment of the advance amount, delivery to the buyer will take place, unless the parties have agreed otherwise.

The Buyer is obliged to take delivery of the goods at the moment that SCHRAMME INDUSTRIES nv delivers them to him or has them delivered to him, or at the time when they are made available to him in accordance with the agreement.

If the buyer refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, SCHRAMME INDUSTRIES nv is entitled to store the goods at the expense and risk of the buyer. If the buyer does not take delivery within two months, SCHRAMME INDUSTRIES nv is entitled to sell the goods to another person. If this fails, SCHRAMME INDUSTRIES nv is entitled to destroy the goods. The damage suffered by SCHRAMME INDUSTRIES nv in the event of non-acceptance, resale or destruction will be borne by the buyer and will therefore amount to the invoice value.

If SCHRAMME INDUSTRIES nv has specified a term for delivery, this is indicative. A specified delivery time is therefore never a deadline, unless the parties have expressly agreed otherwise. If a term is exceeded, the buyer must give SCHRAMME INDUSTRIES nv written notice of default and grant him a reasonable period of time.

If SCHRAMME INDUSTRIES nv requires information from the buyer in the context of the execution of the agreement, the delivery time starts after the buyer has made it available to SCHRAMME INDUSTRIES nv.

SCHRAMME INDUSTRIES nv is entitled to deliver the goods in parts. SCHRAMME INDUSTRIES nv is entitled to invoice part of the deliveries separately.

Models images

The models, images, numbers, sizes, weights or descriptions included in the offer/advertisements/internet sites/price lists are only shown as an indication.

If a sample/image has been shown to the buyer, the parties assume that this has been shown as an indication, unless it is expressly agreed that the item to be delivered will fully correspond to it.

Investigation, complaints

The Buyer is obliged to examine the delivered goods at the time of delivery or delivery. In doing so, the buyer must investigate whether the quality and quantity of the delivered goods correspond to what has been agreed. Visible defects and deviations must be noted on the consignment note / packing slip and reported by telephone within 24 hours, failing which the delivered goods are deemed to be sound.

Any shortages must also be reported in writing to SCHRAMME INDUSTRIES nv within 10 working days after delivery.

Complaints about the invoice must be made in writing within 30 days of the invoice date.

Complaints in respect of non-visible defects that could not possibly be discovered at the time of delivery must be submitted in writing to SCHRAMME INDUSTRIES nv within 10 working days of the date of discovery, at least within one year after delivery. After the expiry of the complaint period, the buyer is deemed to have approved the delivered goods or the invoice and the delivered goods are considered irrevocably and unconditionally accepted by the buyer.

If a complaint is made in time, the buyer remains obliged to purchase and pay for the purchased goods. If the buyer wishes to return defective goods, this will only be done with the prior consent of SCHRAMME INDUSTRIES nv. Returns must be sent carriage paid in undamaged condition and original packaging by means of a return document.

The following situations can never give rise to any complaint or give rise to any compensation:

- Deviations in color, hardness, gloss, density, weight and other non-dimensional deviations.
- The typesetting or printing errors and writing errors mentioned in the catalogue/offer/price list.

If a complaint is well-founded, SCHRAMME INDUSTRIES nv will deliver again or repair the defect. SCHRAMME INDUSTRIES nv is in all cases only liable within the limits of the provisions of article "liability".

Payment

Payment must be made in cash upon delivery, or in advance by means of an advance invoice, or if the parties have agreed to this within 30 days of the invoice date in a manner to be indicated by SCHRAMME INDUSTRIES nv in euros, unless the parties have agreed otherwise in writing, without the buyer being entitled to any discount or set-off. Objections to the amount of the invoices do not suspend the payment obligations.

If the buyer fails to pay in full within the agreed period, the buyer is in default by operation of law. The buyer then owes an interest of 2% per month or part thereof, unless the statutory interest or the statutory commercial interest is higher, in which case the highest interest rate applies. The interest on the due amount will be calculated from the moment that the buyer is in default until the moment of payment of the full amount.

In the event of liquidation, (application for) bankruptcy, placing the buyer under guardianship, death of the buyer, transfer or cessation of the buyer's business, the claims of SCHRAMME INDUSTRIES nv against the buyer are immediately due and payable. Payment must be made to SCHRAMME INDUSTRIES nv, unless SCHRAMME INDUSTRIES nv has transferred its claim against the buyer to a third party or has pledged it to a third party. If this is the case, SCHRAMME INDUSTRIES nv will inform the buyer in writing that he can pay the third party in discharge.

Payments are intended first of all to reduce the costs, then to reduce the interest that has fallen due and finally to reduce the principal and the current interest.

Collection costs

If the buyer is in default or in default in the (timely) fulfillment of his obligations, all reasonable costs to obtain payment out of court will be borne by the buyer. The collection costs are calculated in accordance with the generally accepted collection rate.

If SCHRAMME INDUSTRIES nv has incurred higher costs, which were reasonably necessary, these are also eligible for reimbursement. Any reasonable judicial and execution costs incurred will also be borne by the buyer.

Retention

All goods delivered by SCHRAMME INDUSTRIES nv remain the property of SCHRAMME INDUSTRIES nv until the buyer has fulfilled all obligations under all agreements concluded with SCHRAMME INDUSTRIES nv. Until that time, the buyer is obliged to store the goods delivered by SCHRAMME INDUSTRIES nv separately from other goods and clearly labelled and identified as SCHRAMME INDUSTRIES nvs property.

The Buyer is not authorized to pledge, rent, resell, or encumber in any other way the goods subject to retention of title, unless the parties have agreed otherwise.

If third parties seize the goods delivered under retention of title and then wish to assert rights thereon, the buyer is obliged to inform SCHRAMME INDUSTRIES nv as soon as possible.

For the façade that SCHRAMME INDUSTRIES nv wishes to exercise its property rights referred to in this article, the buyer already gives unconditional and irrevocable permission to SCHRAMME INDUSTRIES nv or third parties to be designated by schramme industries nv to enter all those places where the property of SCHRAMME INDUSTRIES nv is located and to take back those goods.

Suspension and dissolution

SCHRAMME INDUSTRIES nv is entitled to suspend the fulfilment of its obligations or to dissolve the agreement if:
the buyer does not, not timely, or not fully fulfill his obligations under the agreement
after the conclusion of the agreement SCHRAMME INDUSTRIES nv becomes aware of circumstances giving good reason to fear that the buyer will not, not timely, or not fully comply with the obligations. In the event that there is good reason to fear that the buyer will only partially or not properly comply, the suspension is only permitted insofar as the shortcoming justifies this.

At the conclusion of the agreement, the buyer was requested to provide security for the fulfilment of his obligations under the agreement and this fulfilment was therefore unreasonably delayed.

Furthermore, SCHRAMME INDUSTRIES nv is entitled to dissolve the agreement (or have it dissolved) if circumstances arise of such a nature that compliance with the agreement is impossible or can no longer be required according to standards of reasonableness and fairness or if circumstances otherwise arise of such a nature that unaltered maintenance of the agreement cannot reasonably be expected.

If the agreement is dissolved, the claims of SCHRAMME INDUSTRIES nv are immediately due and payable. If SCHRAMME INDUSTRIES nv suspends the fulfilment of the obligations, it retains its rights under the law and the agreement.
SCHRAMME INDUSTRIES nv always reserves the right to claim compensation.

Cancellation

If the buyer, after an agreement with SCHRAMME INDUSTRIES nv has been concluded and before SCHRAMME INDUSTRIES nv has delivered, wishes to cancel it, SCHRAMME INDUSTRIES nv is entitled to charge a maximum of 10% of the agreed order price including VAT as cancellation costs to the buyer, without prejudice to the right to full compensation, including lost profit.

Cancellation can only be made in writing if this has been discussed in advance and has been approved by SCHRAMME INDUSTRIES nv.

Items specially purchased for the buyer cannot be cancelled.

Guarantee

The goods delivered by SCHRAMME INDUSTRIES nv meet the requirements and specifications indicated by the manufacturer.

This warranty is limited to:

Production errors and therefore does not include damage as a result of too high or too low pressure, too high or too low temperatures, wear and tear, improper, careless or incompetent or improper processing, handling, maintenance and storage.

Deliveries to buyers within the EU

To replace the case

1 year after delivery unless otherwise agreed

this warranty expires:

in the event of processing changes or alterations by a buyer or a third party to or from the delivered goods.

When used for a purpose other than that indicated in advance

When used and maintained not in accordance with the instructions for use

In case of careless and incompetent use

If the goods have been stored for more than 1 year and it is plausible that loss of quality has occurred as a result.

If the buyer has not given SCHRAMME INDUSTRIES nv the opportunity to investigate the defect within 10 working days after discovery of a defect.

the warranty is in all cases limited to the manufacturer's warranty

Quality requirements or quality standards of the goods to be delivered by SCHRAMME INDUSTRIES nv must be expressly agreed in writing. The warranty obligation of SCHRAMME INDUSTRIES nv never extends further to the quality clauses expressly made in writing or quality standards agreed in such a way.

Items reduced in price are not covered by the warranty.

As long as the buyer does not comply with his obligations arising from the agreements concluded by the parties, he cannot invoke this guarantee provision.

Liability

If SCHRAMME INDUSTRIES nv is liable for direct damage, then that liability is limited to a maximum of the amount of the agreement at least that part of the agreement to which the liability relates.

SCHRAMME INDUSTRIES nv is never liable for indirect damage, including consequential damage, loss of turnover and profit, missed savings and damage due to business stagnation.

SCHRAMME INDUSTRIES nv is never liable for damage as a result of rejected substances on or in the item, because the environmental legislation has changed after the conclusion of the agreement.

SCHRAMME INDUSTRIES nv is never liable for damage to the item as a result of improper storage, processing, use or maintenance by the buyer or a third party.

If the agreement concerns matters that SCHRAMME INDUSTRIES nv purchases or has purchased from third parties, SCHRAMME INDUSTRIES nv's responsibility and/or liability is limited to that for which SCHRAMME INDUSTRIES nv's supplier is responsible and/or liable towards SCHRAMME INDUSTRIES nv.

The Buyer indemnifies SCHRAMME INDUSTRIES nv against any claims from third parties who suffer damage in connection with the execution of the agreement and which damage is attributable to the Buyer.

Schramme Industries nv is never liable for damage resulting from incorrect use of the item, not in accordance with the instructions for use or other than what the item is intended for.

SCHRAMME INDUSTRIES nv is never liable for damage resulting from advice given. Advice is always given on the basis of the facts and circumstances known to SCHRAMME INDUSTRIES nv and in mutual consultation, whereby SCHRAMME INDUSTRIES nv always takes the intention of the buyer as a guideline and starting point.

The buyer must investigate in advance whether the purchased item is suitable for the purpose for which it will use the purchased item. If it turns out afterwards that the purchased item is not suitable for the purpose, the buyer can hold SCHRAMME

INDUSTRIES nv liable for the resulting damage.

If SCHRAMME INDUSTRIES nv agrees to a return shipment, SCHRAMME INDUSTRIES nv is entitled to charge a handling fee of 15% of the invoice value.

The limitations of liability for direct damage included in these terms and conditions do not apply if the damage is due to intent or gross negligence on the part of SCHRAMME INDUSTRIES nv or its subordinates.

Transfer of risk/transport

The risk of loss or damage to the goods that are the subject of the agreement is transferred to the buyer at the moment when these goods are legally and / or actually delivered to the buyer and are thus brought into the power of the buyer or of a third party to be designated by the buyer.

If SCHRAMME INDUSTRIES nv takes care of the transport/shipment of the goods that are the subject of the agreement, this is entirely at the expense and risk of the buyer, unless the parties have agreed otherwise. SCHRAMME INDUSTRIES nv determines the mode of transport. The Buyer is obliged to take out sufficient insurance for the intended risk.

Force majeure

The parties are not obliged to comply with any obligation if they are prevented from doing so as a result of a circumstance that is not due to gross negligence or intent on the part of the party invoking it, and is not for their account under the law, a legal act or generally accepted views.

In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in the law and jurisprudence in this regard, all external causes, foreseen or unforeseen, on which SCHRAMME INDUSTRIES nv cannot exercise any influence, but as a result of which SCHRAMME INDUSTRIES nv is unable to fulfil its obligations in whole or in part or in a timely manner. Business disruption or business interruption of any kind and in any way whatsoever arising in the business of

SCHRAMME INDUSTRIES nv, strikes in the business of SCHRAMME INDUSTRIES nv, transport difficulties or transport obstacles, as a result of which the transport to the company of SCHRAMME INDUSTRIES nv or from SCHRAMME

INDUSTRIES nv's company to buyer is hindered or impeded, delayed or late delivery by the suppliers of SCHRAMME INDUSTRIES nv, theft, fire, import and export barriers, power disturbances are included.

SCHRAMME INDUSTRIES nv also has the right to invoke force majeure if the circumstances that prevent (further) performance occur after SCHRAMME INDUSTRIES nv should have fulfilled its obligation.

The parties may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than 2 months, each of the parties is entitled to dissolve the agreement, without obligation or compensation for damage to the other party.

For as much as SCHRAMME INDUSTRIES nv has partially fulfilled its obligations under the agreement at the time of the occurrence of the force majeure or will be able to fulfil it, and the part fulfilled or to be fulfilled has independent value, SCHRAMME INDUSTRIES nv is entitled to invoice the part already fulfilled or to be fulfilled separately. The Buyer is obliged to pay this invoice as if it were a separate agreement.

Copyright

Without prejudice to the provisions of these general terms and conditions, SCHRAMME INDUSTRIES nv reserves the rights and powers that SCHRAMME INDUSTRIES nv are entitled to on the basis of the Copyright Act and intellectual property law.

All brochures, catalogues, price lists, writings and other materials or (electronic) files provided by SCHRAMME INDUSTRIES nv remain the property of SCHRAMME INDUSTRIES nv, regardless of whether these have been made available to the buyer or to third parties, unless otherwise agreed. These are exclusively intended to be used by the buyer and may not be reproduced, published or brought to the knowledge of third parties by him without the prior consent of SCHRAMME INDUSTRIES nv, unless the nature of the documents provided dictates otherwise.

Disputes and applicable law

The competent court in the location of SCHRAMME INDUSTRIES nv has exclusive jurisdiction to hear the disputes between the parties. Nevertheless, SCHRAMME INDUSTRIES nv has the right to submit the dispute to the court with jurisdiction.

Any agreement between the buyer and SCHRAMME INDUSTRIES nv is governed by Belgian law.