

## Terms of sale

### Scope

Cadis, hereinafter referred to as "Seller", undertakes sight to supply the Buyer with the following conditions.

Subject to special terms, only the conditions listed below are valid and apply to the exclusion of all others. The current terms and conditions apply to all agreements concluded between Seller and Buyer. All special terms of sale added to a contract are included in the contract by current item and have the same value and effect as if they were to avoid it in full. The conditions are suspected to have been accepted by the Buyer by the mere fact of an order, even in case they would be contradictory with his terms or special conditions. The latter will only be binding on the Seller if they have been subject to her express and written acceptance.

These conditions are covered by Belgian law. In the event of disputes, the courts of Leuven will be competent.

### General

The Seller's undertakings shall be destroyed in full law, without any compensation, if force majeure prevents its normal implementation. Formal agreements will see events such as strikes, lockout, fire, natural disasters, averij of material, uprisings, wars, both with the Seller and its suppliers and carriers as force majeure, even if they are partial and any cause they occur.

### Prices

The prices indicated in tenders shall be valid until the specified expiry date, subject to change in the terms and conditions of the Vendor suppliers and/or extraordinary circumstances. These amendments will be notified in writing to Koper and are likely to be accepted after 5 working days following the dispatch of the communication, subject to buyer's opposition within that time limit by registered writing. If the Buyer refuses the new price, communicated in this way, Seller will be entitled to cancel the order without being held to any compensation.

Unless expressly stated otherwise, prices shall be expressed in euro, excluding VAT.

For the delivery of ordered goods, Koper has the choice between the following options:

- arrange a collection yourself through his usual courier. If Buyer chooses this option, it is sufficient to inform Seller via e-mail to [mail@cadis.be](mailto:mail@cadis.be). The address of collection is CADIS Europark-Oost 40D, 9100 Sint-Niklaas.
- have the goods delivered by Seller. **Transport costs for shipping by Seller will always be charged according to the weight of the shipment.** See table below. Shipping costs are also always listed on the order confirmation that Buyer receives and are binding.

Shipping Benelux	
< 30 kg	30,00€
30-50 kg	45,00€
50-100 kg	60,00€
> 100 kg	according to weight

For all orders that do not exceed the 250€, additional administration fees of 25€ will be charged.

### **Orders**

Orders (both for goods and services) are only accepted upon receipt of an order voucher signed by Koper.

The Seller will only be able to execute an order if he has accepted it in advance in writing via an order confirmation with an order number (VKOxxxxxx). The Buyer will only be able to destroy an order accepted by Seller in the following cases:

- a After written agreement from Seller
- b Provided payment of a fair amount to Seller, calculated for the actual cost of the order, to be calculated from the date of its receipt to the date of acceptance of its destruction. This costs shall include the cost of the works or services already carried out, products in manufacture or on stock on date of destruction as well as the purchase price of pieces necessary for the manufacture or delivery of such products already sent to the Seller or whose order could no longer be destroyed by the Seller.

Our commercial documents are indicative. The non-essential characteristics of the products proposed therein may change between the signing of the agreement and the delivery, without any change in the case of compensation. In the event of substantial modification of the product, the Buyer will have the right to terminate the agreement within 8 calendar days following the notice of the change, without being able to claim any compensation.

### **Complaints and repossession of goods sold**

Complaints must be lodged with Seller no later than 14 days after the shipment of the goods, and in any case before the products are used or assembled. After this term, the Buyer will be deemed to have forfeited to each story. Complaints must be communicated in writing and registered to the Seller. The Seller will, of his choice, replace the defaulted delivery at no cost, repay the purchase price or allow a reduction. Under no circumstances will the Seller be able to be held liable for the consequential damage caused by malfunctioning products. The Seller also reserves the right to ask for the refund of the disputed products or to have them made available in his own right so that he could have it at his discretion.

It is up to the Buyer to check whether the products are in good condition at the time of delivery. This check should cover the references, quantities, quality of the products as well as the conformity with the order. Complaints of missing or damaged goods occurred after their issue to the carrier, as well as complaints regarding additional transport costs will have to be directed directly to the carrier by the Buyer.

Any request for return must be approved by Seller before the goods are effectively returned. After approval, an application form will be sent and a return number is awarded.

Applications for return of goods shall only be processed if the application form is fully completed to [mail@cadis.be](mailto:mail@cadis.be). In addition, the form must accompany the returned goods.

Goods returned without a valid return number are not treated/credited. The goods will be kept in custody for 30 days before being destroyed.

The goods must be returned within 10 days of the award of a return number. After this period, an application for return of the goods will have to be submitted again.

The return of the goods is done at buyer's expense. When goods are replaced, this shipment is made at seller's expense.

Goods must be returned to: Cadis bvba – Europark-Oost 40D, 9100 Sint-Niklaas vs. Chris Swinnen.

Goods that are damaged will not be accepted.

If an item is under warranty, Seller will investigate and restore or replace the item.

Seller tries to handle any request for return within 5 business days.

Overstock or misordered goods can only be returned in the original packaging. When the credit note is drawn up, an administrative cost of 30% will be deducted.

The standard warranty period that Seller grants is 12 months after invoice date, unless otherwise agreed.

## **Billing and payment terms**

The goods will be billed to the Buyer either on date of their shipment, or at the time they are made available to the Buyer in our warehouse in Sint-Niklaas.

New customers are asked to pay the first delivery in advance.

By accepting the goods, Koper expressly agrees to pay the goods by bank transfer within 30 days of invoice date, without accepting any additional payment discounts or expenses. Under no circumstances is a deduction for deposits accepted.

The products will only be owned by the Buyer after payment of the total agreed price. They will remain movable and the Seller will be free to make available, in whole or in part, in the event of prejudice to these conditions and this regardless of the place where the goods are located.

In the absence of a payment on the expiry date, the total amount of official and without prior notice of default with a default of 12% will be increased from the expiry date. In addition, the Buyer will be liable to the Seller a flat-rate compensation equal to 12% of the total amount of the invoice, with a minimum of 200€.

If the Buyer did not pay the invoices on their due date, or would only partially pay or comply with the Seller's rules, the Seller reserves the right to refuse the delivery or to demand the prior payment of each order or part of the order if the buyer's solvency did not or no longer seem sufficient to him. If the Seller refused to supply for one of the above reasons, The Buyer will bear all the costs of the work already (partially) carried out. See also §2b.

### **Delivery conditions and delivery period**

The delivery conditions are F.O.B. our warehouse in Sint-Niklaas, Belgium. The Buyer will bear and pay all fees and rights, of any kind, which would be levied directly or indirectly, present or later on the sale of Seller's products or on transport costs.

Goods are only shipped to a warehouse. Seller doesn't deliver on yard addresses.

The issue of the products to the carrier will be subject to delivery to Buyer. The products are transported at the buyer's risk. All transport and delivery costs are borne by the Buyer.

Delivery periods are always indicative. No delay in delivery will give rise to any withholding, penalty clause, compensation or compensation.