

1 Tenders-specifications

All of our tenders, quotations and specifications are free of obligation and legally bind the seller only after written confirmation. Possible price changes may not be the occasion for damage claims or rescission of the agreement on the part of the buyer.

2 Orders

Orders will be considered as accepted only after we have confirmed our agreement. Our prices always apply to goods delivered from the factory, unless explicitly indicated otherwise. Once an order is received and accepted by our company, it may not be cancelled without our written consent. Unless explicitly specified otherwise by the seller, if the buyer completely or partially cancels the order or does not meet its purchase obligations, the buyer will owe the seller an amount of € 25 per 1000 stones that were cancelled or not accepted by the buyer, without a notice of default being required. Similarly, cancellation may never be made concerning goods already delivered. Possible delivered samples are representative for the type of stone. A sample is valid only as delivery sample for a specific construction site if this is agreed upon in writing.

3 Delivery date

The indicated delivery dates are always approximate and imply no obligation. In the event of late delivery, no penalties may be imposed for delays suffered, nor damages or interest claimed. If the seller is hindered in making its delivery or delivering in the usual way due to force majeure, it has the right to extend the delivery period for the duration of the situation of force majeure, or to rescind the contract without being liable for payment of damages. Force majeure includes, among others, the following situations: war, epidemic, pandemic (corona), revolt, riots, strike, breakdown of machinery and/or tools, unavailability of transport, stagnation in the supply of raw materials or energy, government measures, as well as any situation that makes it reasonably impossible for the seller to deliver in the usual way.

4 Transport

The transport of our goods is done at the risk of the recipient; this includes shipments sent postage free.

5 Invoicing

For the purposes of invoicing, only the quantities established at our factory are valid. The bill of lading, delivery note or similar document provided at the time the goods are delivered is considered to correctly reflect the quantity of goods delivered. Disputes regarding quantity can only be validly considered if registered immediately upon receipt of the goods and communicated to us within eight days at the latest.

6 Complaints

Using/processing the materials implies their acceptance. Complaints communicated to us after a part of the delivered goods have been used/processed cannot be accepted. A complaint is only admissible if the client can demonstrate a defect in the materials delivered. We can accept liability only if it is proven that the goods delivered are unusable due to facts for which we are responsible. Normal wear and other causes not attributable to us, e.g. incorrect handling, overload and the like, relieve us of all liability in the matter. We accept no liability for indirect damage or loss of profit; we will pay no expenses possibly resulting from a delay in our deliveries. Differences in colour and structure are particular to the material used in crude ceramic products and

therefore cannot be considered a defect in the product. Slight damage that does not essentially limit the usability of the products may also not be considered a defect in the product.

7 Seller liability

The liability of the seller, whatever the cause, is limited at the most to the invoice value of the goods delivered that the seller agrees are legitimately defective, or to the exchange of these goods for similar goods, or to a discount on the purchase price, at the option of the buyer. If the seller exchanges the goods, the associated transport costs are at the expense of the seller. If the seller discounts the purchase price, the discount will consist of that part of the purchase price associated with the defective goods and/or the significance of the defect present in the goods. The seller may never be held liable for consequential loss and direct or indirect damage to the company, damage due to stagnation, delay in construction, loss of orders, loss of profit, processing costs, and the like. The buyer indemnifies the seller from any liability with respect to third parties that extends beyond the liability the seller has to the buyer.

8. Data protection Clause

The customer hereby expressly confirms that all data submitted has been collected by Vandersanden Steenfabrieken NV in accordance with GDPR regulations. Consequently, the client will indemnify Vandersanden Steenfabrieken NV in the event that a claim is received from an individual whose data was transferred to, collected and/or processed by Vandersanden Steenfabrieken NV for the fulfilment of the assignment. In other respects the provisions as included in the Privacy Policy of Vandersanden Steenfabrieken NV, or the provisions as included in a potential processor's agreement, shall apply.

9 Payments

Payments must be made within thirty days after the invoice date, and are not subject to deductions or discount, unless specified otherwise on the front of the invoice. If an invoice remains unpaid 15 days after the due date, the buyer will owe, without prior notification, an additional fixed penalty of 10% of the invoice amount, with a minimum of 60 Euro.

Complaints regarding the delivered goods do not entitle the buyer to suspend payment and/or appeal to the right of retention. The moment that the owed amount is booked into the account of the seller counts as the time of actual payment. Payments received will first be applied to the settlement of interest and expenses, and then to the oldest outstanding principal amount(s), regardless of what the buyer states in this regard. Non-payment of an invoice on its due date makes all other outstanding invoices payable immediately.

10 Guarantee

If the buyer does not meet its payment and other obligations on time, if it refuses to pay in advance or provide a guarantee, if it applies for bankruptcy protection or postponement of payment, if any of the assets of the buyer are seized, if the company is being sold or liquidated, all claims on the part of the seller with respect to the buyer are immediately payable. The seller also has the right, in addition to the other rights accorded to it by the law and the agreement, to suspend its obligations or to partially or completely rescind the agreement by a simple communication of this fact, without this requiring any notice of default or judicial intervention, without prejudice to the possibility of demanding damages in addition to or instead of suspension of obligations or rescission of the agreement.

11 Interest

The absence of payment of an invoice on its due date will legally entail an interest penalty of 1.25% per month. The simple fact of the expiration of the deadline without payment means the debtor will be considered to be in default, without a reminder being required.

12 Retention of title to ownership

The seller remains the owner of the goods sold and delivered to the buyer until all of the buyer's obligations (including payment of the invoice principal, interest and expenses) have been fulfilled. The risks associated with storage, however, belong to the buyer from the moment that the goods are transferred to it until the buyer assumes ownership of the goods. The seller has the right to rescind the agreements with the client by simple notification if the latter remains in default of any obligation pursuant to the contract. Providing a guarantee or security transfer of the goods is not allowed until the entire invoice has been paid.

13 Priority of these general terms and conditions

These general terms and conditions take precedence over all contradictory or different order conditions specified by the buyer. Deviating stipulations and/or additional terms and conditions are only binding on the seller if they are accepted in writing. If one or more stipulations of the agreement concluded between the seller and buyer would appear to be invalid, the remaining stipulations remain in force. In this case, the invalid stipulations are replaced by stipulations that legally approximate as close as possible the intent of the parties regarding these stipulations.

14 Legal jurisdiction

The courts located in the city of the registered office of the company have jurisdiction for all disputes arising in relation to our contracts, as well as for activities regarding bills of exchange. The parties agree that Belgian law is applicable.

15 Possibilities of inspection

Translations of the general terms and conditions of sale can be obtained from the registered office of the company. In the event of problems of interpretation, only the Dutch version is considered legally binding.