

# **General terms & conditions**

1. The general terms and conditions listed below are effective for all offers and all contracts awarded by Rubio Monocoat Belgium, with registered office at Roeselaarsestraat 535, 8870 Izegem, and registered with the Crossroads Bank for Enterprises under the number 0782.268.772 (RPR/RPM Ghent, division Kortrijk) ("Seller") and all contracts entered into between the Seller and the client, unless the Seller has expressly accepted an exemption in writing.
2. By transferring all their orders to the Seller, clients declare that they fully agree with these terms and conditions and waive any other general terms and conditions, which, therefore do not apply in connection with either the offer or the sale.
3. Unless otherwise specified, quotations and discounts are made available in whatever manner without commitment on the part of the Seller and the prices that are quoted are only valid if accepted by the client within eight days.
4. The delivery periods given are only indicative and the Seller is under no obligation under any circumstances. The Seller shall under no circumstances be held liable for any delay. However, if the delay exceeds a period of three months, the client may, after formal notice by registered mail and in the absence of agreement regarding an extended delivery time, terminate the contract and demand repayment of any part payments paid in principal, without any compensation whatsoever being owed.
5. The receipt of goods implies the acceptance of the goods. Complaints concerning visible defects will be admissible only if the complaint is detailed in a letter sent within two days after receipt. Complaints and/or protests regarding invoices must also be made in writing within three days after having received them. For latent defects a period of three months is applied from the invoice date, under penalty of forfeit. Complaints will then be admissible only if complaints made during this period are detailed in a letter sent by registered mail to the Seller within 48 hours after the defect was discovered.
6. Unless otherwise expressly contained in a written clause, all invoices are payable in Izegem at the time of delivery. Invoices not paid when due incur, automatically and without notice, interest equal to 10% per year.
7. When the buyer has not paid or not fully paid the invoice on time, it will be liable for compensation, automatically and without notice, consisting of a flat-rate increase equal to fifteen percent (15%) of the outstanding amount. The flat-rate increase will always amount to a minimum of one hundred Euros (€ 100.00) per invoice. The circulation of a draft or any other similar regulation does not lead to the renewal of the debt and does not affect these terms and conditions. No complaint or dispute authorizes the suspension of payments.

8. As a result of the non-payment of an account, all other accounts become immediately due and the Seller is entitled to cancel any sale that has not yet occurred and to suspend all deliveries.

9. The goods are delivered ex works. The parties have expressly agreed on the fact that the goods remain the property of Seller until full payment, including all accessories, such as interests, costs and damages. However, the client shall bear the risk of loss or destruction of goods from the point of delivery onwards. The buyer agrees to submit these terms and conditions of sale to any law official who arrives to carry out a seizure, for the benefit of third parties, of products that have not yet been fully paid.

10. The Seller's liability shall in all cases be limited to the invoiced value of goods sold, excluding VAT and costs, at least to that part of the order to which the liability relates. Nothing in these general terms and conditions excludes or limits the Seller's liability (if any) for any liability that cannot be limited or excluded by applicable law. The buyer will use our products according to the rules of the art.

11. Whenever possible, the provisions of these general terms and conditions shall be interpreted so as to be valid and enforceable under applicable law. Provisions that would be considered excessive shall not be null and void, but shall be mitigated to the extent legally possible and closest to what is intended in the said provision or said part thereof. The possible nullity, invalidity and/or unenforceability of one of the provisions of these general terms and conditions or a part thereof shall not affect the other parts thereof or the other provisions of these general terms and conditions. Any void, invalid and/or unenforceable provision or part thereof shall immediately be replaced by a provision or part thereof which is consistent with the applicable law and which comes closest to what the parties intended in the said part or said provision.

12. In case of dispute, only the Justice of the Peace of Izegem or the Court of Kortrijk have jurisdiction, unless the Seller decides to deviate from this. Only Belgian law is applicable, with the exclusion of the UN Sales Convention of 1980 on Contracts for the International Sale of Goods ("Vienna Convention"), as well as any other choice of law or conflict-of-laws rules or provisions (Belgian, foreign or international), if applicable, that would cause any law other than Belgian law to be applicable.

13. These general terms and conditions are available in Dutch, French, English, German, Spanish, Norwegian, Swedish, Danish, Finnish and Italian. In the event of a dispute about the content or intention of these general terms and conditions, only the Dutch text and its interpretation under Belgian law shall be binding.

14. Professional customers of Rubio Monocoat may only purchase our products for their own use, not for resale. Resales can only be made by authorised dealers who meet specific service and sales conditions. The only exception is Clean & Care products. Professional customers may resell these to their existing customers through their physical shop or, after approval by the Rubio Monocoat representative, on their own webshop bearing the identity of the professional. Sales on other platforms, marketplaces or to other distributors are not permitted.