

1. Applicability

- 1.1. These general conditions shall apply to all legal acts and legal relationships between "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" and the customer, unless expressly agreed otherwise in writing between the two parties.
- 1.2. The customer shall be deemed to have tacitly agreeing to the exclusive application of these conditions in the event that contracts are entered into orally, in writing, by telephone, by e-mail, by telex or by fax or in any other way.
- 1.3. No other specifications, descriptions, publications or assurances given orally or in writing shall form part of these conditions and no reference shall be regarded as having been made to them in these conditions.
- 1.4. No purchase, payment or other conditions of the customer shall apply unless they have been expressly accepted in writing by "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM", even if the conditions of the customer exclude these conditions.
- 1.5. All offers and tenders by or on behalf of "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" shall remain entirely free of obligation and may be revoked by "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" until such time as "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" has accepted an order or contract in writing following an offer or tender. All offers and tenders shall also be subject to changes to orders by customers and to changes to prices by suppliers.
- 1.6. "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" shall reserve the right to refuse any order or contract and to do so without stating any reasons.
- 1.7. The placing of an order or the awarding of a contract by "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" shall be regarded as evidence of the acceptance of these general sales conditions. A copy of these conditions shall always form part of the order forms, offers, agreements, invoices and credit notes of "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM". A copy of these conditions may always be obtained free of charge upon simple request.
- 1.8. Any person who places an order or awards a contract on behalf of the customer shall be assumed to have the authority to do so. Where relevant, they shall bear all of the responsibility vis-à-vis third parties, together with his principal.

2. Prices, rates and payment

- 2.1. All prices and rates of "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" shall be exclusive of VAT, unless expressly stated otherwise.
- 2.2. Except where there is express agreement to the contrary, an advance amount of 10% of the envisaged total amount inclusive of VAT of every order shall be paid by the customer to "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" before the latter starts to perform the contract and/or to execute the order.
- 2.3. Parties may agree on a fixed price prior to the carrying out of the work. Fixed prices shall be prices which are not subject to changes during the carrying out of the agreed work, except in those cases stated in the general conditions.
- 2.4. All invoices shall be payable on the due date which shall, except where there is a provision to the contrary, be eight, fifteen or thirty days after the invoice date or shall be payable in cash at the time of delivery or completion of the work, depending on what is clearly stated on the invoice of which these conditions shall form an integral part.
- 2.5. All payments must be made without any deductions or any offsetting of amounts by transfer to the bank account of "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" stated on the invoice or by cash payment to the directors of "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM".
- 2.6. Non-payment on the due date shall result in the customer being legally obliged to pay interest on the outstanding amount at an annual rate of 15% on a pro rata basis, without any notice of default being required. In addition to the interest on arrears, the invoice amounts shall immediately be increased by 10% with a minimum of €50 without prior notice, this being the amount of compensation for additional administrative costs which has been expressly agreed in advance between the two parties. A fixed amount of €25 to cover costs shall also be charged for a third reminder by e-mail or letter.
- 2.7. In the event of the non-payment of one of the outstanding invoices, "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" shall reserve the express right to demand immediate and full payment of all amounts owed by the customer at that time and to annul any current order or agreement.
- 2.8. If the customer does not honour his obligations, "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" shall have the power to suspend its deliveries and to charge the customer for all costs which have been incurred in this case.
- 2.9. Any complaint shall be thoroughly investigated by "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" where a complaint must, on pain of nullity, be made by registered letter within eight days of delivery of the goods and/or services.
- 2.10. Complaints by the customer about invoices received must also be made to Infoweb by registered letter within eight days, otherwise they shall be regarded as being null and void. The written complaint must clearly state what amounts and parts of the invoice are disputed. Any undisputed amounts must always be paid within the payment deadline of the invoice.

3. Cancellation

Orders and contracts can only be cancelled if and insofar as all of the above conditions are satisfied:

- a. "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" expressly agrees in writing to the cancellation.
- b. Cancellation must take place before delivery has taken place or before "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" has started the agreed work in any form or capacity.

4. Deadlines

- 4.1. Any deadlines stated at the time of the placing of the order or the awarding of the contract shall start to run from the working day which follows the submission of the necessary documents or from the signing of the agreement.
- 4.2. If the (delivery) deadline is exceeded, "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" shall inform the customer of this as quickly as possible.
- 4.3. As delivery deadlines can be influenced by the actions of third parties and instances of force majeure, they shall not be regarded as express commitments. Except unless otherwise agreed, late delivery may not give rise to a refusal to accept delivery and shall not give rise to compensation.
- 4.4. The exceeding of any deadline shall never give the customer the right to dissolution and/or suspension of his obligations in respect of other contracts.

5. Ownership and protection

- 5.1. Items shall remain the property of "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" until all amounts owed by the customer have been paid in full.
- 5.2. The goods delivered shall be for the account and risk of the customer from the time that they are made available to the customer by "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM".

6. Applicable law and disputes

- 6.1. Agreements between "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" and the customer shall be governed by Belgian law.
- 6.2. All disputes relating to these general conditions or agreements entered into by "BUILDING AND ROOF MANAGEMENT" abbreviated "BRM" shall always be decided by the competent court at the place of business or in the district of Oudenaarde.