

NEDERLANDS – **ENGLISH** - FRANCAIS

## GENERAL TERMS AND CONDITIONS OF SALE

### 1) GENERAL

Unless otherwise agreed in writing, these general terms and conditions apply to all offers and quotations issued by NV Flexura Floors (Schoendalestraat 306, 8792 Waregem, 0732.674.355 – hereinafter “Flexura Floors”), to every agreement concluded between Flexura Floors and its customer (“Customer”), and to all invoices of Flexura Floors, regardless of whether the Customer’s residence/registered office is located in Belgium or abroad, and regardless of whether delivery is to take place in Belgium or abroad. In the event of any conflict between these general terms and conditions and any separate written agreement concluded between Flexura Floors and the Customer, the provisions of the separate written agreement shall prevail. By signing a quotation and/or placing an order, the Customer accepts these general terms and conditions. Acceptance of these general terms and conditions also implies that the Customer fully waives the application of its own general (purchase) conditions. In any event, the commencement of performance by Flexura Floors results in the applicability of these general terms and conditions.

### 2) FORMATION OF AGREEMENTS AND CANCELLATION OF ORDERS

2.1 Quotations are valid for thirty (30) days from the date on which they are drawn up, unless expressly stated otherwise. The products of Flexura Floors are of customary commercial quality and are sold with a potential margin of deviation in weight, colour, colour fastness and the like compared to quotations, images, drawings, price lists or others. Products may also differ from one another. This does not constitute a manufacturing defect but is inherent to the nature of the products and depends, among other things, on the location and/or environment in which the product is installed by the Customer. Such differences do not oblige Flexura Floors to provide any compensation to the Customer and do not entitle the Customer to refuse receipt or payment of the goods.

2.2 An agreement is concluded upon signature of the quotation by the Customer, or upon written approval (whether or not by e-mail) of the quotation by the Customer. In any event, an agreement is concluded upon delivery and invoicing of the goods.

### 3) PRICE AND PAYMENT

3.1 Orders are invoiced at the prices and conditions stated in the approved quotation. Unless otherwise agreed in writing, prices are exclusive of VAT. Prices are based on the values of wages and goods/materials/products in force at the time. If these change, Flexura Floors reserves the right to charge such changes.

3.2 Any objection to an invoice must be made in writing by registered letter within eight days of receipt.

3.3 Invoices are payable eight days after the invoice date, unless other payment terms are stated. Any amount (including VAT) not paid on the due date shall automatically bear interest, without prior notice of default, at the interest rate referred to in the Act of 2 August 2002 on combating late payment in commercial transactions, without prejudice to Flexura Floors’ right to claim higher



damages. All collection costs shall be borne by the Customer. In the event of non-payment by the due date, liquidated damages of 10% of the principal amount shall be due, with a minimum of EUR 100.

3.4 Flexura Floors reserves the right to definitively suspend or terminate any further work for the Customer until all outstanding invoices have been paid, including principal, interest and damages, without prior notice. Set-off by the Customer is expressly excluded.

3.5 Flexura Floors may request advance payments for services yet to be performed. In such case, an advance invoice shall be issued and work shall commence only after receipt of the full amount (including VAT).

3.6 For customers established outside Belgium, Flexura Floors reserves the right to charge a fixed handling fee of EUR 100 (excl. VAT) for orders with a total value of less than EUR 5,000 (excl. VAT).

3.7 Credit notes resulting from returns may only be offset against outstanding or future invoices. Cash refunds are expressly excluded.

#### 4) DELIVERY

4.1 Agreed delivery times are indicative unless expressly agreed otherwise in writing. Exceeding the delivery time shall not give rise to any liability of Flexura Floors, termination of the agreement or any form of compensation. Changes to an order, if accepted by Flexura Floors, automatically result in an extension of the delivery time.

4.2 Any visible damage and/or quality defect or other issue upon delivery must be reported immediately to Flexura Floors.

4.3 Goods delivered by Flexura Floors remain the property of Flexura Floors until all amounts owed by the Customer, including interest and costs, have been paid in full. Nevertheless, the risks of loss or destruction of the goods are entirely borne by the Customer from the moment of delivery. Any advance payments made by the Customer remain acquired as compensation for potential losses upon resale.

4.4 Unless otherwise agreed in writing, Flexura Floors sells its products Ex Works (EXW) Waregem (Incoterms® 2020). Transport costs, insurance and all costs related to transportation are always borne by the Customer and invoiced separately.

#### 5) RETURNS AND RESTOCKING

Flexura Floors inspects all products prior to delivery. The Customer may return products within thirty (30) days after purchase, subject to prior written approval by Flexura Floors and solely at the Customer's cost and risk. Returns are only accepted if the products are in their original, unopened and undamaged condition and if they are not custom-made or specifically manufactured for the Customer, including but not limited to products with specific colours, dimensions, finishes or packaging.



Any accepted return is subject to a restocking fee of ten percent (10%) of the original purchase value (excl. VAT). The balance may be credited in accordance with these terms. Custom-made products cannot be returned.

## 6) LIABILITY AND FORCE MAJEURE

6.1 The obligations of Flexura Floors are obligations of means and must be assessed in light of the standard requirements for the products and services to be delivered. Flexura Floors (including its appointees, representatives and/or employees) shall only be liable for damage caused by non-compliance with its contractual obligations if and insofar as such damage is caused by fraud, deceit, wilful misconduct or gross negligence. Flexura Floors is not liable for other faults. If Flexura Floors is held liable for any damage, its liability shall always be limited to a maximum of the invoice value (excluding VAT and costs) of the Customer's order, or at least the part of the order to which the liability relates. Flexura Floors is never liable for indirect damage, including but not limited to consequential damage, loss of profit, lost savings or damage to third parties. The Customer alone is responsible for the use of the goods.

6.2 Flexura Floors shall not be liable for failure to perform its essential obligations in cases of force majeure. Force majeure means unforeseeable events beyond the control of Flexura Floors, including but not limited to war, act of God, flooding, explosion, fire, operational accidents, machine breakdown, supplier bankruptcy, shortage of raw materials, riots, civil unrest, strikes or lockouts, epidemics or similar situations as classified by the competent authorities, or the adoption or implementation of laws or regulations in Belgium that prevent the affected party from fully or partially fulfilling its obligations, such as government-imposed lockdown measures. Force majeure shall in no case entitle the Customer to terminate the agreement or claim any compensation. Force majeure on the part of the Customer is expressly excluded.

## 7) MISCELLANEOUS

If any provision or part of a provision of these general terms and conditions is invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. In such case, Flexura Floors and the Customer shall negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the purpose and intent of the original provision.

The products supplied by Flexura Floors are subject to the separate warranty conditions of Flexura Floors, as communicated upon delivery or available through its official communication channels.

## 8) APPLICABLE LAW AND JURISDICTION

All agreements to which these general terms and conditions apply, as well as all other agreements resulting therefrom, are governed exclusively by Belgian law. All disputes between the Customer and Flexura Floors fall under the exclusive jurisdiction of the competent courts of the judicial district of Kortrijk.

