

1. General

Unless there are special written agreements between the parties, our general terms and conditions of sale apply to all our sales, notwithstanding any contrary provisions invoked by the customer. In these general terms and conditions of sale, the term supplier refers to Euroglas-De Landtsheer and all its sister and subsidiary companies, including (non-exhaustive list): Safetyglass NV, Industrial Glass Processing NV and IGF Europe NV.

2. Quotes and rates

Our price quotes, unless otherwise agreed, are valid for 15 days. In the event that separate prices are quoted for different items, these shall apply only insofar as the quote is accepted in full. If the sub-items are added up and there is an error in the sum, we are entitled to charge the correct amount when all items are added up. The final result is therefore given purely for information. We reserve the right to change the characteristics of our products without prior notice.

3. Order confirmation

We are only bound by any received orders after written acceptance in the form of an order confirmation which we will send to the customer. Order confirmations should be verified by the customer. Any changes must be communicated immediately, otherwise the order shall be deemed accepted, and will be delivered and charged for according to the confirmation.

4. Refusal, cancellation or deferral by the customer

If the customer refuses the order, or it cannot be delivered for reasons attributable to the customer, the latter must pay compensation of 20% on the total amount. The customer is entitled to similar compensation if, after written confirmation of the order, we nevertheless refuse to execute the contract or we are unable to execute it, except in the event of cancellation due to a change in the customer's financial situation, as stipulated in Article 11 or in case of force majeure and unforeseen circumstances (article 8) with the supplier. The supplier shall at all times be entitled to demand execution of the agreement. If materials have already been ordered and/or services have already been performed, the customer must also pay for these, on top of the compensation. The 20% compensation, as specified in this article, will be calculated on the total amount of the order, without prejudice to the charged materials, productions and services. If we have to postpone the delivery for reasons attributable to the customer, the customer shall be obliged to fully compensate the damage we incur as a result.

5. Administrative authorisations and third-party authorisation

If the contract involves administrative authorisations of any kind, we bear no responsibility whatsoever as regards such authorisations. It is the customer's responsibility to obtain any authorisation before the start of any deliveries. Any damages and fines shall also be borne in full by the customer. If it is necessary to enter the property of neighbours, third parties or a government agency, the customer must obtain written permission from the latter prior to delivery of the goods.

6. Price

Orders shall be invoiced at the prices and conditions in force on the date of acceptance of orders. We reserve the right to charge the customer for any excess transport costs in addition to the transport costs included in our rates.

7. Delivery times

Stated delivery times are indicative only. Failure to meet the delivery time cannot give rise to any entitlement to any compensation whatsoever, nor to termination of the contract. The delivery time can only be planned after payment of the advance, if this was agreed upon, and after the customer has provided all appropriate documents. Any order ready for shipment may only be delayed by the customer, at the latter's expense and risk, for a maximum period of three weeks. Once this period has passed, the goods, as well as storage costs, will be invoiced to the customer.

8. Force majeure and unforeseen circumstances

Force majeure and unforeseen circumstances shall entitle us to cancel any order, in whole or in part, or to suspend delivery thereof, without prior notice or compensation. In particular, force majeure and unforeseen circumstances refer to the following: war, mobilisation, total or partial strikes, lock-down, riot, breakdown of machinery, fire, explosions and all elements that impede us or our suppliers from normal production or regular delivery of raw materials, fuels and supplies.

9. Transport

Goods shall be shipped at the customer's own risk and hazard. The client shall always be responsible for loading, stowing, securing and fastening the materials during transport, irrespective of whether the supplier's appointees have assisted the client in performing the aforesaid actions.

10. Delivery and acceptance

Delivery and acceptance of the goods shall take place or be deemed to take place at our warehouses.

11. Change in the customer's situation

In the event of a change in the customer's situation or if our trust in the customer's creditworthiness is undermined by a court decision against the customer and/or demonstrable other events which call into question and/or make impossible trust in the proper performance of the obligations entered into by the customer, we reserve the right to demand suitable guarantees from the customer. If the customer refuses in this regard, we reserve the right to cancel all or part of the order, even if all or part of the goods have already been shipped, and without this giving rise to any compensation payable by us.

12. Payment

Unless otherwise agreed, our invoices are payable immediately. Payments must be made by transfer to the bank account of the supplier. Cash payments are not accepted. If payments are not made on time, the customer shall automatically be liable, without letter of formal notice, to pay damages amounting to 10% of the invoice amount, as well as interest amounting to 10% per annum. If an invoice is paid late, all other invoices not yet due shall automatically and immediately become payable. Furthermore, if an invoice is not paid by its due date, we are entitled to suspend our deliveries of all other current orders immediately and without letter of formal notice. If the customer fails to fulfil its obligations, the sale may automatically be terminated, without letter of formal notice, and without prejudice to our rights to all damages and interest. Informing the customer of such by registered letter or email on our part will suffice in this regard. If we are obliged to pay any sums to the customer, the same rule applies in terms of damages and interest for the customer's benefit and at our expense.

13. Retention of title

Ownership of the goods we supply shall pass to the customer only after full payment of the invoice amount. However, the risk regarding the delivered materials shall already pass to the customer from the moment of delivery. We shall retain the paid advances in indemnification of any possible losses we may suffer in the event of resale.

14. Deviations and tolerances

All products supplied by us fall under the general tolerance standards of "Buildwise" and the specific acceptance and deviation criteria of the Glass Industry Federation (VGI in Dutch), dated 2011 and the Fédération de l'Industrie du Verre (FIV in French), dated 2011.

15. Complaints

Visible defects must be reported at the latest at the time the goods are delivered. If no visible defects are reported, the delivery shall be regarded as tacit acceptance of the goods. Hidden defects must be reported within two months of delivery.

16. Exoneration clause

In no event shall we be liable for minor and serious error on our part, for whatever reason, unless such error results in the death or impairment of the physical integrity of any person. Except in cases of intent, deceit, fraud, death or physical injury of the customer, our liability shall be limited in all cases to the amount of the delivery and to direct damages. In any case, our liability shall always be limited to the maximum amount of our Civil Liability insurance. Consequential and indirect damage is not eligible for compensation.

17. Glass stillages

17.1. Use

Glass stillages owned by the supplier can only be used for transporting the glass from the production site to the ground floor of the delivery address indicated by the customer. The customer shall be responsible at all times for (the use of) the stillage provided. The supplier shall not be liable in any way for damage caused to the glass stillages by any party. The customer's responsibility shall apply from the time the stillage is made available until the time it is returned.

17.2. Notification requirement

The customer is obliged to expressly inform its customer, or other third parties, to whom it makes the stillage available, in writing, that the glass stillage is our property and must be returned to us. The customer must contractually communicate the return obligation of the stillage and an obligation to pass on this return obligation to its (further) customers/chain partners.

17.3. Compensation period and compensation for metal glass stillages

The customer has free use of the stillage(s) for up to 30 calendar days after the delivery date. As of day 31, if the glass stillage has not yet been returned or has been lost or substantially damaged, an amount of €850 will be charged. (This amount is indexed annually with the consumption index of retail prices, with the index of January 2023 being the base index) If the glass stillage is subsequently returned to the supplier in good condition, then this sum, minus the number of days of use (at €4 per calendar day per glass stillage with a maximum amount of €850) not yet charged up to the date of return, will be credited.

17.4. Right of ownership of the metal glass stillages

Even if the maximum compensation is paid, the supplier at no time waives its right of ownership of the metal glass stillage.

17.5. Suspension of payments or bankruptcy

The customer shall be obliged to ensure that the supplier's exclusive right of ownership is also safeguarded against the administrator and third parties, including the customer's partners in the chain, in the event of any bankruptcy or suspension of payments of the customer. Glass stillages shall never be part of the customer's assets or any of the customer's partners.

17.6. Empty stillage notification

Once the glass stillage is empty, the customer is obliged to confirm this by e-mail to glasbok@euroglas-dl.com or, if the stillage has a QR Code, to report it as empty, by scanning this QR Code and making the notification.

17.7. Collection obligation

Within 14 calendar days of notification, the supplier will collect the stillages in question at the indicated address. This collection period shall be suspended for generally applicable holiday periods.

17.8. Unsuccessful collection attempt

Glass stillages reported as being empty must be in the indicated location for collection, and must be easily accessible. An amount of € 200, indexed (excluding VAT) shall be charged to the customer as compensation for the additional costs (and the collection has been unsuccessful) when:

- The stillages are not completely empty
- The stillages are not accessible
- If no stillages are found at the specified location.

17.9. Calculation of the compensation

The calculation of the stillage compensation will be made twice a month.

17.10. Reminders for stillages

An overview of the stillages will be sent to customers every 2 weeks, showing all stillages which according to the supplier are with the customer, as well as the number of days the stillage has already been with the customer. These overviews shall be acknowledged by the customer as being correct and complete, unless presumed inaccuracies in the overviews are reported to the supplier in writing within 8 days.

17.11. Condition stillages

The supplier delivers its glass on stillages in good condition. The customer is obliged to treat the stillages with due care, and avoid any kind of damage. If a stillage is damaged, the actual repair cost will be charged to the customer. If a stillage is damaged beyond repair, the new value of a comparable stillage will be charged.

18. Invalidity

The possible invalidity of any of these terms and conditions shall not result in the other clauses and the contract itself being declared invalid. If one of the clauses of this agreement is invalid, the parties undertake to replace it with a clause that is as close as possible to the invalid clause, which is valid.

19. Competence

All disputes pertaining to this agreement shall be governed by Belgian law. Proceedings may be brought before the District Courts of Antwerp, Mechelen Division.