

# GENERAL TERMS AND CONDITIONS OF SALE

1. Our price lists and quotations are always non-binding without any obligation and to be increased by the applicable VAT. They are always subject to change and only binding to us after our written confirmation.
2. The prices quoted by us are subject to fluctuations in the prices of the materials and wages, which could possibly occur between the date of the order and the date that the works or the deliveries are made, if there is more than a 6 months difference.
3. When the buyer or client breaches a contract or order and the production of the goods has not yet begun, the seller can legally claim compensation for damages, which is fixed at 30% of the value of the ordered goods or of the work to be executed, with a minimum of EUR 125, to be increased by the price of the delivered goods and the work executed. Article 1152 of the Civil Code will be applicable in this regard. If the production has already commenced, the compensation of 30% will be increased with all work that has already been executed and all materials that have already been processed.
4. The ordered goods and materials are always delivered ex-factory/warehouse and must be received at the place of delivery. They are transported at the risk of the customer, even when it may have been agreed upon that we will be responsible for the transport.
5. When ordering non-common materials, customized materials, special colours, etc., an advance, which will be agreed upon in advance, will always be payable. Such materials will never be taken back and, in case of cancellation, the full amount must be paid. The ordered goods will then be the property of the buyer.
6. Our invoices are always payable in cash in Izegem, unless otherwise provided for in writing, that is to say within 8 days after receipt of the invoice. No deposit or discount may be deducted.
7. A fixed stamp duty of 1,3 EUR is charged for invoicing and the booking of invoices below 13 EUR, excluding VAT.
8. A complaint of any kind whatsoever may not be used by a customer as a reason to suspend or postpone his payments.
9. In the event of any theft or damage on the site, we cannot be held liable in any case whatsoever and the stolen goods, the newly delivered goods, as well as the costs of repairing the damage will be charged to the buyer.
10. All complaints regarding invoicing or deficiencies that were not visible at delivery must be made by registered letter within 8 days from receipt of the invoice. This must certainly be done before the processing of the relevant goods commences. Processing of the goods, even if only in part, will be considered as proof of acceptance and it means that no complaint will be accepted anymore. If, in certain cases, the seller would be held liable, he should only receive the goods and he will never be held liable for any other damages, such as costs for repositioning, dismantling or stripping, delay costs and any other costs whatsoever.
11. If we grant instalment payments for certain orders, we can nevertheless demand payment in cash for deliveries if the buyer is in arrears regarding the payment of previous invoices, or if he has protested acceptance bills, also against third parties, or when he applies for a concordat, or when his creditworthiness is compromised in general. We could suspend the execution of all pending agreements in such case as well.
12. The non-payment on the due date of one single invoice will render the balance of all other, even non-expired, invoices due immediately.
13. If the buyer fails to fulfil his commitments, the sale could be terminated by law and without notification and without prejudice to the seller's rights to all damage compensation and interests. The mere indication to do so by registered letter by the seller will suffice.
14. Any amount that remains unpaid on its due date will automatically and without notification give rise to an interest that is calculated based on the "interest rate EURIBOR, increased with 2%". In addition, in the case of full or partial non-payment of the debt on the due date without compelling reasons and after unsuccessful notice of default, the debt balance will be increased by 15%, with a minimum of 125 EUR and a maximum of 1.900 EUR, even with the granting of forbearance periods.
15. In the event that the ordering party is a company, the managers or administrators will stand jointly and severally guarantee, together with the company, with regards to the payment of the invoices. If an ordering party orders that his ordered goods must be invoiced in the name of another person, a B.V.B.A. (Pty. Ltd.), an N.V. (Ltd.) or any other company, the ordering party who has signed the order form will be responsible to fully guarantee the payment.
16. Our agents, representatives or intermediaries are not legitimately authorised to collect the amount of our debts or accounts. We will only acknowledge discharge documents that bear the signature of one of our administrators or managers.
17. If, at delivery or at the completion of the work, no one is present to sign the delivery notes or working vouchers for approval, it will be assumed that the ordering party fully and without reservation agrees with the delivered goods or the executed works.
18. In case of dispute of any kind, or of a judicial recovery, only the court of the jurisdiction of our registered office will be deemed competent. The legal relationship between the parties is governed by Belgian law.
19. It renders the same commitment to our clients, both by the order, whether orally, by telephone or in writing, and by accepting the invoice, as if they had signed an order form with our general conditions of sale included in it. The client therefore fully and unconditionally agrees to accept and comply with our general terms and conditions of sale.
20. When the price is indicated as transport costs included, this only applies to orders of at least 25.000 tons and in a radius of 25 kilometres around Izegem. Additional transport costs will be charged for small deliveries, or delivery at a further distance. The buyer will be liable for any demurrage charges due from the moment that the truck arrives. If the site where the delivery must take place cannot, or is difficult to, be reached by truck, unloading will take place where it is most suitable under the given circumstances. All additional costs to place the goods in the correct place will be charged to the buyer. If the terrain will eventually have to be made accessible, it will be at the expense of the client.
21. The buyer will remove the items and/or the goods as quickly as possible from the public road himself and will, if necessary, place the road signs and signals required by law in order to prevent accidents. In case of negligence in this respect, the seller will not be responsible for eventual accidents, of whatever nature they may be. All fines or criminal proceedings will be at the expense of the buyer, or they will be recovered from him. When a road on the property of a neighbour must be used in order to reach the site, the client must provide us with all the information, as in 38. All eventual damage that could be caused will be at the expense of the client.
22. When a delivery period is specified, it is only approximate and for information purposes only. Non-delivery within the stipulated period cannot be invoked to cancel the order and cannot give rise to a claim for direct or indirect damages.
23. The following are considered, amongst others, as force majeure: strikes, whether general or partial, in our company or at our suppliers, lock-outs, accidents, fire in our warehouses and, in general, all forced reduction of supplies or manufacturing, as well as transport problems, lack of equipment, traffic congestion on public roads, frost, epidemics, quarantine, mobilization, state of siege, state of war. The above-mentioned will relieve us of all damages and all obligations, both in terms of deliveries and the execution of works. This summary is by no means exhaustive.
24. Our customers may always inspect the purchased goods in our warehouses and be present at their loading. They can also inspect the goods upon delivery before they are unloaded. Once loaded onto their own vehicles upon collection, or once delivered and unloaded by our company at the place of delivery, no complaint can be formulated afterwards about the quantity, condition and visible defects; it will be assumed that they have accepted the goods.
25. It must be explicitly stated on the order form when goods or materials are ordered as 1st choice. Materials, 1st choice or sorted, does not mean that these goods must be completely intact on the visible sides. For example, when only small pieces of facing bricks have chipped off on one of the two small sides or the panel sections of the bricks, they will be regarded as being intact.
26. All materials, including the 1st choice, could deviate from the purchased materials with regards to form, size and colour and also with regards to what is exhibited in our showroom, samples or examples, or with regards to a previous delivery.
27. Upon delivery of facing bricks, the quantity of half and three-quarter bricks is provided for some types in the packaging that are necessary to carry out the type of masonry associated with the type of brick and the type of masonry as exhibited in our showroom. If the buyer is executing another type of masonry, or will have it executed, whereby certain bricks become unusable as a result, we can never be held liable to replace these bricks or to supplement eventual resulting shortages.

Such replacements will never be implemented and eventual additions will be considered as a new or supplementary delivery, which must be paid by the buyer, with the risk of colour and size differences, which will then have to be accepted by the buyer.

28. In order to obtain a uniform colour tone, the buyer, or the contractor, must ensure that the entire order is thoroughly mixed during processing for whichever materials. For example: In the case of bricks, all packages must be mixed evenly. The seller will not bear any responsibility for colour differences that could occur in the masonry.

29. No guarantee is given on the goods, unless the factories or suppliers from which they originate supply a guarantee themselves. Then only will these guarantees apply, insofar as they are accepted by the suppliers. No guarantee whatsoever can be granted if the supplier or the manufacturer can no longer provide a guarantee to the seller himself, for example, in case of bankruptcy or termination of the activities. Explanations and recommendations for processing our facing bricks are always supplied to the buyer when selling our facing bricks. The buyer must declare to have received it, to have taken note of it and undertakes to execute his masonry, or have it executed, according to these explanations and recommendations. If the masonry is not executed in accordance with our explanations and recommendations, we will not be held responsible in this regard; eventual complaints will not be accepted and any guarantee whatsoever will also be void with regards to hidden defects.

30. No guarantee will be given on:

A) Recuperated materials, amongst others, old bricks, old floors, old wall tiles, old oak beams.

The buyer must be aware of the fact that the seller cannot possibly be aware of hidden defects, as this concerns recuperated materials from various origins. He will also relieve the seller of any liability due to hidden defects and fully accepts the risks of the purchase of recuperated materials.

B) All materials sold as batch end series, trade choices, second or third choices and on all materials originating from a bankruptcy (similar materials, as well as recuperated materials will never be taken back).

C) On materials where no guarantee is given by the factory of origin. The buyer must declare that he has inspected the ordered or purchased materials (listed under A, B and C), that he is sufficiently aware of the condition, the qualities and the defects of said materials and that he assumes all risks in this respect.

The buyer is fully aware of and fully agrees that he did not purchase the old bricks as façade bricks, but as old bricks, which are not suitable for all types of work. He must have the old bricks examined by a specialized laboratory at his own expense and on his own responsibility in order to verify whether or not they are suitable for use in the type of masonry, concept or construction that he would like to execute with the delivered bricks.

Even if the old bricks are found to be suitable, they still have to process them, or have them processed, as they used to be processed, namely sorted by tone, colour, type, dimensions, quality and according to the kind of masonry that he has to execute with these bricks.

For example: If one wants to use the delivered old bricks for masonry where frost can have an influence, the bricks that are not frost-free must be sorted by the contractor.

The buyer hereby declares and confirms that the seller cannot execute this sorting, because he has no knowledge, or can be presumed to have, knowledge of the construction concept in which the old bricks will be used. The buyer hereby confirms that he has purchased the old bricks unsorted and relieves the seller of any responsibility if the contractor would use bricks that are not suitable for the masonry or construction that is to be executed. The use of the delivered old bricks will be considered as proof that they were accepted and no complaints will be accepted afterwards, not even for any hidden defects. In this respect, the buyer declares that he has received the explanations and recommendations for the processing of recuperated bricks and that he has taken cognisance thereof. He undertakes to execute, or have the masonry executed, according to these explanations and recommendations.

D) The buyer acknowledges that the large variety of recuperated materials, both in terms of origin and in terms of their original production method, the seller is effectively and materially unable to test all these materials for chemical and physical properties per individual batch, in order to verify to what extent hidden defects could be present. As a result, the seller can in no case be regarded as a professional purchaser of any separate recuperated material whatsoever and his knowledge of these materials will not be considered to be greater than that of the buyer.

31. Any guarantee on our facing bricks is only applicable if our facing bricks are processed according to the processing method and the masonry bond that applies to Lowie facing bricks. The buyer declares to have received the form with the explanations, recommendations, processing method and masonry bond and to execute his masonry, or have it executed, according to this working method. In the event of non-compliance in this regard, he will relieve the seller of any guarantee and responsibility whatsoever.

32. In case of non-conforming deliveries or in case of visible or hidden defects or in case of damage to the goods, we are only obliged to replace the sold goods and can never be held liable in payment of any damages, even in case this causes a delay in execution or delivery. In connection with what precedes, we specify that any peeling off of the cement coating that may occur over time cannot be considered a defect and is not covered by any warranty. In case of replacement of the goods by the seller, the same number and type will be delivered. The buyer shall accept this replacement even if possible differences in colour and dimensions may occur (as these may originate from another manufacture). The replaced pieces become the property of the seller. Costs to carry out the replacement, such as installation costs, loading, transport and unloading costs are the sole responsibility of the buyer.

33. No compensation can be claimed for eventual damage caused to foreign materials that have to be displaced by us.

34. No compensation or replacement of goods can be claimed for breakage if no more than 5% of the bricks over the total quantity delivered are broken.

35. We guarantee that 30% of Lowie Bricks have heads that are effectively suitable for masonry.

36. A visible defect is only a defect if it is visible from 5 metres away from the façade.

37. Should the supplier charge for transport in case of lost packages, it will be charged by us to the ordering party. If it concerns packages that are not lost or pallets and the like, it will be charged at the same price that it is charged to us. These packages are only eligible for reimbursement to the same extent as they are paid back to us in the place of origin and insofar as they are returned by the buyer himself to our warehouses in an intact condition.

38. If we accept to take undamaged surpluses of deliveries, it will be done subject to a 35% price reduction, insofar as the buyer will take responsibility for the loading, transportation and unloading. If we are charged with the retrieval, these costs will be charged separately. Non-common goods will not be taken back in any case whatsoever.

39. The costs resulting from laboratory tests are always at the expense of the customer or the client, even if it concerns counter-tests.

40. When our vehicles pollute the road as a result of driving from sites, the client must also ensure that the street is immediately cleaned up in order to avoid accidents. The necessary road signs and signals must also be placed by the client. The aforementioned must communicate with the competent authority so that everything runs smoothly.

41. The terrain or construction site where we will work or make deliveries must be free and accessible for our machines and transport equipment. They must not be hindered by other persons or material and equipment. Should this result in waiting hours, or costs for clearing the site, to be able to execute the work, it will be charged to the customer.

42. If we must enter private property with materials for deliveries or work, the client must verify in advance that there is no risk of damage to underground sewers, pipes, tanks or wells and the like and, if necessary, the client must obtain information from the owners and licensing companies in this regard. All damages will be at the expense of the client if he has not informed us accordingly in advance.

43. Should accidents of any kind occur due to the default of the client, all the consequential costs, repairs and waiting hours will be borne by the client. The necessary repairs to our own equipment, as a result of this accident, will also be at his expense.

44. We will not accept any responsibility for entrusted items; however, the client is strictly obliged to provide us with all the necessary information regarding the item.

45. We decline all possible purchase conditions of our customers. Only our conditions of sale stipulated above are applicable.

46. The goods will remain the property of the seller until full payment has been received. All risks are to be borne by the buyer. The advances paid will be retained by the seller to compensate for the possible losses on resale.