



SINCE 1952

GENERAL CONDITIONS

1 GENERAL PROVISIONS

1.1 These General Conditions, as well as the Privacy Policy and the Digital Services – Terms published on Luyckx's website www.luyckx.be shall apply to all interactions between Luyckx and its contacts (customers, prospects, suppliers and third parties); the latest digital version takes precedence over any other version. The application of the Contacts' General Conditions shall be excluded unless expressly accepted by Luyckx. Luyckx is entitled to unilaterally amend these General Conditions if the need arises.

1.2 Luyckx reserves the right to deliver the object of the order with all changes made by the manufacturers. The indications given in photographs, illustrations, drawings, etc. concerning capacity, weight, dimensions or other matters are provided for information purposes only and can never give rise to any claim.

1.3 Studies and documents provided to contacts shall remain the sole property of Luyckx.

2 AGREEMENT

2.1 Luyckx's quotations are without obligation until an agreement has been reached. Orders and special conditions agreed with representatives of Luyckx shall be binding after confirmation by the management of Luyckx.

2.2 In the event of financing, the sale shall be concluded subject to the condition precedent that the financing is obtained within a maximum period to be determined at the time of the order.

2.3 A repair quotation, the cost of which shall be borne by the customer, shall take into account the prices in force at the time of the quotation. Luyckx reserves the right to charge the prices applicable at the time of execution of the works. If certain parts need to be replaced during the work, the costs thereof will be invoiced at the prices in force at the time of execution of the works.

3 DELIVERY - PERIOD

3.1 Goods are deemed to have been delivered at Luyckx's workshops for shipment. If the goods have not been taken delivery of within 48 hours from notification of availability, storage costs may be charged.

3.2 The delivery period is only indicative and may vary due to a lack of raw materials and components, etc. In the event of impossibility of performance beyond Luyckx's control, Luyckx's obligations shall cease definitively upon notification, without any possibility of recourse.

3.3 For the delivery of goods or services, the delivery period shall commence upon receipt of all information necessary to execute the order. For repairs, the period shall commence upon the customer's agreement to Luyckx's quotation and as soon as the material is available in Luyckx's workshops. Furthermore, Luyckx shall be released from all delivery obligations if the terms of payment are not complied with or if unilateral changes are made during the execution of the order.

3.4 If the buyer does not take delivery of the goods or services at the agreed time within ten days from the registered notice of default, Luyckx shall have the choice of:

- either claiming performance of the contract, subject to compensation for damages and storage costs;
- or stating that the sale is deemed terminated with compensation for damages.

3.5 In the event of termination of the sale by the buyer, Luyckx shall be entitled to claim a fixed compensation equal to 10% of the agreed price excluding tax, with a minimum of 400 euros, unless demonstrable greater damage can be proved.

4 PRICE

4.1 Luyckx reserves the right to pass on any price adjustments made by the manufacturer as a result of increases in raw material prices, labour costs, transport costs, taxes, etc. (not limited to these).

4.2 Luyckx also reserves the right to charge a price adjustment if the prices are no longer in line with market conditions at the time of performance of the sales agreement. If the adjusted price is not accepted, this must be notified in writing within eight days from receipt of the new price quotation. Luyckx shall then be entitled to terminate the existing quotation or agreement with immediate effect within 14 days, without any right to compensation from the customer. The goods shall not be insured by Luyckx, unless expressly requested by the contacts and at their expense.

5 ACCEPTANCE - COMPLAINTS

5.1 The contact's signature or his or her authorised representative's signature on the receipt shall also imply acceptance. In the event of reservation or refusal to sign the receipt, the goods or services will be considered accepted, unless a written refutation is submitted within 48 hours, supported by sufficient evidence.

5.2 In order to be admissible, a complaint must be notified to Luyckx by registered letter within 8 days from delivery.

6 TRANSPORT

6.1 Transport and, in general, all handling, management and transport operations shall be at the contacts' expense and shall be carried out at their expense, risk and responsibility; the contacts must check the shipments on arrival and, if necessary, have recourse against the carrier. If no notice of objection is lodged upon receipt of the goods, neither the transport company nor Luyckx can be held liable for any damage. In that case, Luyckx will not be required to compensate for the damage. The packaging will be invoiced at cost price and will not be taken back.

7 ASSEMBLY

7.1 Unless otherwise agreed, assembly shall be carried out by Luyckx, at the contacts' expense and at the location determined by Luyckx.

7.2 To this end, the necessary materials and personnel shall be made available to Luyckx free of charge, without this entailing any liability for Luyckx.

8 TELEMATICS

8.1 Luyckx's goods may be equipped with telematics and tracking systems or cookies that interactively collect, store and exchange data via a communication network in order to enable Luyckx and its suppliers or subcontractors to monitor and manage certain functions that are specifically intended to collect information for the proper functioning and professional service provision of Luyckx. The customer expressly agrees that this data may

be collected and processed by Luyckx and its suppliers or subcontractors. The data will only be used by Luyckx and/or its suppliers and subcontractors for these specific purposes and will neither be transferred nor shared with third parties without a legitimate purpose. All intellectual property rights to the telematics systems shall remain the exclusive property of Luyckx and/or its suppliers and subcontractors.

8.2 Luyckx cannot guarantee that the information security in connection with telematics services is effective under all circumstances, as this is related to the use by the contacts and the precautions taken by themselves. Luyckx is entitled to adjust the security measures if this is necessary as a result of a change in circumstances or legislation.

8.3 Luyckx therefore processes personal data and data as a controller in accordance with its Digital Services – Terms and Privacy Policy, which can be consulted on its website www.luyckx.be or in accordance with the terms and conditions of relevant suppliers or subcontractors as available on the website www.luyckx.be.

9 WARRANTY

9.1 Luyckx warrants the purchased goods against any defect in the work for a maximum period of 6 months or a maximum of 1,000 working hours from the date of delivery; this warranty shall automatically expire when the first of these limits is reached. With regard to consumers, in the sense of persons who make purchases outside their professional or commercial activities, Luyckx shall warrant the purchased goods for a period of two years from delivery.

9.2 Customers invoking the warranty are obliged to inform Luyckx immediately and to return the parts deemed defective at their own expense for inspection, failing which they will forfeit their rights.

9.3 Luyckx is not obliged to provide a warranty if the goods have been repaired or tampered with by third parties or if parts have been replaced or affected by non-original parts. Also excluded from the warranty are parts, damage, accidents, etc. due to excessive or abnormal use, lack of care, inadequate (preventive) maintenance, oblivion or inexperience of those operating the equipment, and other causes not attributable to Luyckx.

9.4 Any liability under Luyckx's warranty shall not entail an extension of the warranty period. The warranty shall lapse by operation of law in the event of cession or transfer of the goods. The same applies if the goods or services have not been paid for as agreed.

9.5 Luyckx shall not be liable for any direct or indirect damage, claims from third parties due to a standstill or immobilisation of the goods at Luyckx's premises, on the site, at the customer's or third parties' premises.

10 PAYMENT

10.1 Luyckx's deliveries are payable on the agreed dates. For work, a deposit of 50% is payable upon ordering and the balance upon delivery at the latest. Invoices are payable at Luyckx's registered office. All other agreements, such as acceptance of promissory notes, do not constitute a novation of debt.

10.2 All payments must be made within 30 days from the date of dispatch of invoice, unless otherwise agreed. In the event of late payment, the balance due will be increased by default interest at a rate of 10% from the due date of the invoice. In addition, compensation may be charged for all relevant collection costs incurred as a result of the late payment. As a basic rule, compensation of 10% of the invoice amount, with a minimum of 70 euros, will be retained.

11 RETENTION OF TITLE – BREACH OF CONTRACT – RETURN

11.1 The delivered goods shall remain the property of Luyckx, even after processing, mixing or incorporation, until full payment of the principal, interest and accessory costs. The transfer of risk shall take place at the time of delivery. If the customer fails to fulfil its obligations, Luyckx may consider the sale to be legally terminated 14 days after sending a notice of default and may claim the return of the material at the customer's expense. The customer accepts that Luyckx's damages shall be fixed at a lump sum of 250 euros per day of delay in returning the goods, without prejudice to any other damages that may arise.

11.2 Luyckx may claim compensation between payments received on the one hand and damages on the other.

12 INDEMNIFICATION

12.1 Any claim based on hidden defects must be made by the customer within two months from their discovery subject to forfeiture, failing which the claim will be inadmissible pursuant to Section 1641 et seq. of the former Civil Code.

12.2 Should Luyckx be held responsible, the damage must be proved in concrete terms. If the complaint is found to be admissible and well-founded, Luyckx shall be obliged to replace or repair the defective or damaged goods and the damage may not exceed the price of the goods sold. No other damage suffered by the buyer or a third party shall be eligible for compensation. Any liability on the part of Luyckx shall in any case be excluded if the damage was caused by a combination of a defect in the product and the fault of the victim or of a person for whom the victim is responsible.

13 JURISDICTION

13.1 All our agreements shall be governed exclusively by the laws of Belgium, to the exclusion of the Vienna Sales Convention.

13.2 The Antwerp Courts, Antwerp Division, shall have exclusive jurisdiction over all disputes.