TERMS AND CONDITIONS OF SALE - STUVEX (version: 1/1/2026)

ARTICLE 1. INTRODUCTION

Unless stated otherwise, the following Terms and Conditions of Sale apply to each sale and transportation of goods, and also to services performed directly or via a subcontractor.

ARTICLE 2. GENERAL

2.1. These General Terms and Conditions of Sale are applicable to all orders and tasks sent to STUVEX (by letter, fax or email), both in a B2B or B2C relationship, national and international.

2.2. By simply placing an order or giving a task, the PRINCIPAL expressly accepts the General Terms and Conditions of Sale.

Deviations from these General Terms and Conditions are only enforceable in respect of STUVEX if they are formulated in writing and have been signed in advance by an authorised representative of STUVEX and the PRINCIPAL.

STUVEX can never be bound by any terms and conditions of purchase of the PRINCIPAL, even if STUVEX has not expressly drawn up a counter bid.

In each case, the General Terms and Conditions of Sale of STUVEX have priority over those of the PRINCIPAL.

2.3. In the event of one or more of the clauses of this agreement becoming null and void or being scrapped, the other provisions of these General Terms and Conditions of Sale remain fully applicable. Therefore, the nullity of one of the clauses of the Terms and Conditions of Sale alone shall never result in the nullity of the agreement. The null and void clause shall then be interpreted and applied by the parties in a manner which most closely approximates the aim and intention of the original clause.

ARTICLE 3. OFFER AND ARISING OF AN ORDER

3.1. Offers, information and price quotes of STUVEX are always commitment-free, and by way of indication, and, unless stated to the contrary in writing, no obligation on the part of STUVEX may be derived from them.

An order only arises once an offer or price quote of STUVEX has been confirmed by the PRINCIPAL (by letter, fax or email). By entering into the order, the PRINCIPAL commits to purchase.

3.2. A signatory, who places an order, on his own behalf or in his capacity of agent, or anyone who pays for part of or the entire order, even for the account of third parties, is responsible for these third parties, and commits himself jointly and indivisibly together with them, and this in accordance with Articles 1120 et seq. and 1200 et seq. of the Civil Code.

ARTICLE 4. PRICES

4.1. All of the prices mentioned by STUVEX are net prices, and do not include Value Added Tax (VAT).

Neither, do these prices include transportation costs, tax and insurance, unless stated otherwise in writing. Invoices may include an extra sum or fixed a mount for the transportation costs, tax and insurance mentioned in our order confirmation.

The prices of STUVEX may be revised at any time in the event of a change of customs tariffs or other levies, or fluctuations in exchange rates.

Unless stated otherwise in writing, prices do not include installation and start-up costs, or costs for commencement of use of the appliances.

ARTICLE 5. PAYMENT

5.1. All invoices are payable to the registered office of STUVEX.

5.2. Except where stipulated otherwise on the order confirmation a nd/or i nvoice, our invoices are payable 30 days from the due date mentioned on the invoice. Application of the Act of 2.8.2002 concerning the combatting of payment arrears is expressly invoked. This means that in the event of late payment or failure to pay, STUVEX is entitled to interest, of at least 8.5% per annum, without notification of default, and to a reasonable sum of compensation amounting to 10% of the unpaid invoice amount.

This fixed s um o f c ompensation d oes n ot i nclude t he c osts l inked t o u npaid b ills of exchange or cheques, and other costs of collection, and these will be invoiced separately to the PRINCIPAL.

5.3. Failure to pay the invoice on its due date renders all outstanding sums immediately due, irrespective of the payment conditions permitted.

5.4. Complaints relating to the invoicing of goods must reach the registered office of STUVEX within eight working days of the invoice date, by registered mail.

All complaints after the aforesaid period will be inadmissible.

If no written protest has been submitted by registered mail within eight working days of receipt, invoices shall be deemed to have been accepted.

5.5. Also, STUVEX reserves the right to regard the agreement as legally terminated without prior notification of default, in the event of bankruptcy, obvious insolvency, or any change in the legal or financial situation of the PRINCIPAL.

5.6. In the event of loss of creditworthiness, (e.g. bankruptcy, application for WCO (judicial reorganisation) procedure, debt settlement, and suchlike, or threat of these), all invoices not yet payable shall become due.

5.7. Payments made by the client shall be allocated first to the oldest outstanding invoices. The client undertakes – for as long as one or more invoices remain unpaid – immediately at the request of STUVEX, to provide security for payment of the said invoices, and this in the form desired by STUVEX.

5.8. Acceptance of bills of exchange, cheques, payment orders or other payment documents shall never be regarded as a renewal of debt, and does not affect the application of these Terms and Conditions of Sale.

ARTICLE 6. INFORMATION AND DOCUMENTATION

General photographs and descriptions of our appliances, and goods and equipment on our website and in documentation sent to our clients, are for information purposes only and do not constitute any undertaking on our part.

ARTICLE 7. RETENTION OF OWNERSHIP

The goods remain the property of STUVEX until full payment of the main sum, costs and interest and fulfilment of all obligations arising out of the sales agreement between STUVEX and the PRINCIPAL. Until full payment has been made, the PRINCIPAL may not transfer the goods to third parties, except with the written permission of STUVEX, signed by an authorised representative.

Notwithstanding the aforesaid retention of ownership, all of the risks linked to this are to be borne by the PRINCIPAL.

ARTICLE 8. ACT OF GOD AND LIABILITY

8.1. STUVEX cannot be held liable for failure or shortcomings in the fulfilment o f its undertakings that result from an act of God in the broadest sense of the term, or that results from the flawed performance of any sub-contractors or any form of production loss. Non-limitatively, the following can be mentioned: exhaustion of stock, delays in or failure of deliveries by a party's supplier, destruction of goods as a result of accidents, machinery breakdown, strike or lock-out, fire, revolt, war, epidemic, flood, high rate of absenteeism due to sickness, disruption of electricity, computer, internet or telecommunications, government decisions or interventions (including refusal or cancellation of a permit or license), fuel shortages and errors or delays attributable to third parties.

STUVEX is not obliged to prove the unattributable and unforeseeable nature of the circumstance constituting the act of God.

STUVEX reserves the right to postpone execution of the order until the act of God has ceased to exist, or to adapt the agreement to the circumstances, or to terminate it.

The PRINCIPAL expressly waives any compensation.

In the event of failure to execute the order as a result of an act of God, any advance already paid shall remain permanently acquired by way of compensation for the preparations already made and administrative costs.

8.2. If, due to a fundamental change in economic circumstances, performance of the agreement would result in an unreasonable or disproportionate burden for either party, both parties shall consult together to agree jointly a fair adaption of the agreement.

8.3. STUVEX cannot be held liable for damage that results from any defect of the ordered goods prior to or during use, or for any accidents resulting from any defect of the goods, or from incorrect use of them.

Non-limitatively, the following can be mentioned: defect of or incorrect use of the supplied goods, failure to respect the instructions/manual and maintenance rules, errors resulting from electricity power cuts, adaptation of data by other external programs, upgrade or maintenance performed by third parties.

8.4. The PRINCIPAL undertakes to be responsible for all taxes and costs, irrespective of their nature, which may result from the use of the materials and/or services ordered. The PRINCIPAL also undertakes to be liable for any theft, fire, accidents and/or damage which may be caused by these goods or materials, and this fully discharging STUVEX.

8.5. Goods (or goods of third parties) always travel at the exclusive responsibility and at the risk of the PRINCIPAL, even if the goods are transported by STUVEX at the instruction and for the account of the client.

In the event of average, defect, loss or other damage to the transported goods, the PRINCIPAL must have the TRANSPORTER draw up a declaration, and send a written complaint to STUVEX by registered mail accompanied by the aforesaid TRANSPORTER's declaration within eight working days of receiving the goods.

All returns which are accepted by us must be sent postage-paid to our warehouses, at the risk of the PRINCIPAL.

If no written complaint is received within eight days of receipt, the delivery will be regarded as accepted, and fully compliant with the order. All protests after the aforesaid period, will be inadmissible. Costs arising from transportation will always be charged to the PRINCIPAL. STUVEX cannot be held liable for delayed delivery of the ordered goods. Any delivery date indicated serves only as an indication and does not constitute a firm commitment. A delay in the delivery of the ordered goods can never give rise to payment of compensation, or to a full or partial rupture or termination of the agreement or order.

8.6. In the event of a breach of contract by the PRINCIPAL, STUVEX reserves the right, either to cancel the current order and permanently acquire any advance already paid plus a sum of compensation fixed and irrevocably stipulated at 50% of the gross value of the agreement, or to claim further performance of the current agreement.

ARTICLE 9. SPREAD DELIVERIES

9.1 In the case of an order, whereby the goods are to be delivered on demand to the PRINCIPAL over a specific period, the latter has the possibility to spread delivery and payment of the goods ordered over a maximum period of one year commencing from the date of the original order placed with STUVEX.

If the whole amount of the goods is not requested during this period, STUVEX is entitled to invoice the remaining unrequested products. In such case, the remaining unrequested products will be supplied after full payment of the invoice.

ARTICLE 10. GUARANTEE

10.1 Except if agreed otherwise in writing between an authorised representative of STUVEX and the PRINCIPAL, the conditions shown below apply to the sales agreement.

The guarantee applicable to the supplied goods is the guarantee indicated by the MANUFACTURER of the goods, as shown on the guarantee certificate.

The guarantee is limited to repair or replacement of the defective material.

Working hours and travel costs are to be paid by the PRINCIPAL.

The guarantee can never give rise to any compensation, in accordance with any conditions at all. Defective parts must be sent back to us carriage/postage paid.

If a MANUFACTURER is unable or refuses to cover the guarantee and STUVEX is obliged to perform the repair, or have it repaired, the whole repair must be paid for by the PRINCIPAL.

If the PRINCIPAL performs repairs, or has them performed by third parties, without the prior consent of STUVEX, the guarantee expires.

ARTICLE 11. KNOW-HOW

11.1 All intellectual property rights, trade secrets and know-how, which are specific to the appliances and systems supplied by STUVEX, remain the exclusive property of STUVEX and never transfer to the PRINCIPAL, unless the parties deviate from this in writing in a special agreement.

ARTICLE 12. SETTLEMENT OF DISPUTES

12.1 Belgian law applies to all agreements and disputes between STUVEX and its PRINCIPAL(S).

12.2 Each dispute that arises concerning the validity, interpretation or performance of the agreement or the invoice, may only be deliberated before the Courts of Antwerp, Antwerp Department and the Justice of the Peace Court of the Canton of Kontich, depending on the scale of the claim.