

GENERAL TERMS AND CONDITIONS –FURNITURE

1. **Applicability and definitions**
- 1.1. The following terms and conditions apply to all sales performed by REDDOT NV, a private company with limited liability (hereinafter referred to as REDDOT) for a natural or legal person (whether or not governed by public law) (hereinafter referred to as the Client). No provision whatsoever in the Client's documents (including their general terms and conditions) is applicable to the sales that have been/are to be concluded with REDDOT, unless REDDOT explicitly agrees in writing. This exception will only be valid for the agreement to which it is applicable. If a preference for other general terms and conditions is given in writing, the present General Terms and Conditions will apply in addition. The Client can not change any clause of these General Terms and Conditions without a written confirmation by REDDOT. Silence on behalf of REDDOT, irrespective of frequency or duration, can not constitute a confirmation or acceptance of an amendment to these General Terms and Conditions.
- 1.2. By entering into an agreement with REDDOT, the Client is aware of and accepts these General Terms and Conditions.
- 1.3. The Client declares that they know and understand the meaning of all technical terms used in these General Terms and Conditions, as well as any possible additions to them and those used in the quotation.
- 1.4. For the application of these General Terms and Conditions, Force Majeure is taken to mean: every occurrence which is reasonably beyond REDDOT's control, including but not limited to strikes, lock outs, delays or disruptions in transport, acts of war, riots, fire, orders, bye-laws or regulations from the government or administration, inability to obtain natural gas and/or other fuels, supply difficulties, scarcity of materials or lack of products for manufacture, weather conditions that make the execution of the agreement temporarily difficult or impossible, mistakes or delays payable by REDDOT's suppliers, acts by third parties, one or more manufacturing mistakes in material from one of REDDOT's suppliers, etc., irrespective of whether these problems occur at REDDOT or the supplier from whom REDDOT obtains goods and without REDDOT being obliged to prove the influence thereof.
2. **Offers, orders and terms of delivery**
- 2.1. Offers are made free of costs and are valid up until one month after the date of the offer. Offers that are not accepted in writing by the Client expire after one month after the date of the offer.
- 2.2. Orders and/or terms of delivery are only valid if they have been explicitly accepted by REDDOT in writing. A separate written, explicit acceptance is required for each document. Acceptance can only be made in writing and by an authorized representative of REDDOT.
- 2.3. The presumptive delivery period will be agreed upon when the order is placed. REDDOT or their representative endeavour, to the best of their abilities, to deliver the ordered goods on time. The Client acknowledges that, unless explicitly agreed otherwise, this delivery date for goods is purely indicative. Non-compliance with this indicative term by REDDOT or its representative cannot in any event give cause for the dissolution of the agreement or entitlement to compensation. Partial deliveries are always permitted. Delivery will not take place before the full payment of the purchase price.
- 2.4. REDDOT shall perform the obligations of the agreement to the best of their ability.
- 2.5. Since the goods are manufactured by hand the Client accepts there will be variations in colour and texture. The weights, measurements, capacities, colours and other details that are included in catalogues, advertisements, depictions, websites and price lists are meant to be approximations for illustrative purposes only. They may not match the product exactly. While every effort is made to ensure the accuracy of colour reproductions, colour may vary according to the settings of the Client's monitor, software or printer. REDDOT is allowed to apply modifications onto the products, which do not materially affect their quality or performance, required to conform with any applicable statutory requirements where the Products are supplied to the Client's specifications.
- 2.6. If the Client cancels or terminates the order, the damage to REDDOT will be estimated at at least 30% of the price, without prejudicing REDDOT's right to prove any higher damages or to demand that the agreement is implemented. A statutory interest rate of 10% of the compensation amount will be payable from the date of notice of default of payment for this damage. If the Client changes the order, REDDOT will inform the Client on the costs of the modification. The Client accepts to pay these costs due to the modifications. These costs include, but are not limited to: costs for storage, transportation, manufacturing costs for non-standard material, costs for purchasing materials which cannot be used for other clients, canceling costs of suppliers and all other costs related to the modification of an order.
- 2.7. The Client can never cancel orders of general cargo or made-to-measure orders. If this occurs, the Client is obliged to take possession of the order and to pay the bill.
- 2.8. If the order confirmation contains any change or addition or differs in any way to the order from the Client, it is binding for the Client unless they declare that they do not agree with it within 8 days after receiving the order confirmation.
- 2.9. REDDOT retains the right to suspend the execution of an order if the Client's account at REDDOT exhibits a negative payable balance or if the Client demonstrates financial inability or negative solvency.
- 2.10. In the event of a refusal to take possession of an order or if there is a delay in the delivery as a result of a suspension of an order for which the Client or third parties are responsible, storage costs will be charged to the Client, without prejudicing REDDOT's right to dissolve the agreement.
3. **Prices**
- 3.1. The price is as stated in the quotation and/or order. Prices are excluding VAT, transport costs, taxes and levies. Price calculations are indicative and non-binding up until acceptance by the client. Prices are determined taken into account the ordered amount of goods. If additional amounts of goods are ordered, other prices can be applicable.
- 3.2. These prices are always subject to possible increases if this is necessary as a result of the evolution of their fixed and/or variable costs amounting to 5% (for example: wages and other national insurance contributions, transport costs, processing costs, levies, fiscal tariffs (e.g. VAT), energy costs, exchange rates, etc.).
- 3.3. If the price is adjusted as described in point 3.2., this will be in proportion to the stated change in the cost structure.
- 3.4. If the delivery term, the place of delivery, or the circumstances of the delivery change at the request of the Client, or if the Client has provided incorrect information to this end, REDDOT is entitled to payment of additional costs incurred.
- 3.5. The Client cannot set off debts.
4. **Retention of title and insurance against the risk of price increases**
- 4.1. The delivered goods will remain property of REDDOT until the moment of total payment, including statutory interest and fixed compensation, if applicable. If the Client has not yet (completely) paid the purchase price the Client will notify third parties (for example a curator or creditors) of REDDOT's retention of title by registered letter each time this is required by the circumstances, including but not restricted to the situation wherein a third party is threatening to seize or has seized the goods. The Client will inform REDDOT of this immediately by registered letter. The advances paid remain acquired by REDDOT as a compensation for losses due to further sales of the goods.
- 4.2. If an invoice has not been paid by the due date, the sale or any other agreement by operation of law will be dissolved in favour of REDDOT, who can demand that the goods be returned at the Client's expense and exercise their right to compensation.
- 4.3. The Client will ensure (if necessary on the behalf of a third party (buyer) or holder) that REDDOT shall be notified of the location of the goods at their first request and that they shall be made available to REDDOT again at the expense and risk of the Client if REDDOT so requests. For as far as is necessary, REDDOT will be granted both an irrevocable mandate for repossession, and a mandate to enter the necessary premises for this purpose.
- 4.4. The risk attached to the sold goods will pass to the Client at the moment of consent to the conditions of the purchase. Included herein is the risk in the event of unusual cause, coincident and Force Majeure, or similar circumstances arising from whichever party.
5. **Payment**
- 5.1. The balance of the complete invoice-value is payable at the latest on the due date mentioned on the invoice.
- 5.2. Our invoices are payable in cash. Invoices are payable at REDDOT's registered office barring an explicit agreement to the contrary.
- 5.3. The invoice has been settled when the complete amount stated on the invoice has been received on REDDOT's bank account (number mentioned on the invoice). All bank and exchange costs connected to the collection of the amount will be charged to the Client.
- 5.4. Invoices that are not challenged by registered letter within eight days after they have been sent will be considered to have been definitively accepted.
- 5.5. If an invoice has not been paid or has been paid in part, it will be increased by operation of law and without prior notice of default by a fixed compensation of 15% on the outstanding balance, with a minimum amount of 1250 EURO. Furthermore, a delay interest in accordance with the law of August 2, 2002 regarding late payment in commercial matters will be payable as from the due date on the invoice by operation of law and without prior notice of default, regardless if REDDOT has allowed suspension of payment and without prejudice to the right of REDDOT to dissolve the agreement. Relevant collection costs associated with the collection of the outstanding invoice will be charged to the Client.
- 5.6. Late, incomplete or non-payment of one expired invoice makes all non-expired invoices payable. Interest for late payment (cf. art. 5.5.) is payable the moment that the non-expired invoices are payable. Fixed compensation is owed in accordance with art. 5.5.
- 5.7. Any use of promissory notes, cheques or permission to draw a bill to cover the agreed upon price shall never be regarded as a renewal of the debt of the original invoice, nor will it limit or alter any 'right of retention', agreement or territorial competence.
- 5.8. If applicable, the Client will transfer his claim to payment with regard to his customer to REDDOT at the time the order is placed.
- 5.9. REDDOT can demand the requisite guarantees from the Client at any time. These guarantees apply as a suspensory condition for the creation or further implementation of the agreement.
- 5.10. REDDOT is entitled to suspend or postpone their obligations in connection with other current contracts between the parties to the extent that the Client has not complied with any payment condition or other obligations.
- 5.11. Delays in payment by the Client of (certain advances on) the price of sale may give rise to a proportionate delay in the delivery period.
- 5.12. In the event of late payment, REDDOT is entitled to demand the dissolution of the agreement, to proceed to extrajudicial dissolution (without prior notice of default being required), or according to REDDOT's choice to request the enforced implementation of the agreement, all without prejudice to REDDOT's right to compensation by (early) termination of the agreement. This damage will be fixed and irrevocably estimated at 50% of the remaining amount of the invoice, without prejudice to REDDOT's right to prove any higher damage.
6. **Delivery, transport and risk**
- 6.1. Delivery will take place at REDDOT's registered office, always ex works (Incoterms 2000), even if transport is provided by REDDOT. In this event, REDDOT will only act as the Client's agent. All transport costs are payable by the Client. The Client shall have full responsibility for ensuring suitable delivery access for all goods ordered. In no event REDDOT can be held liable for failure to deliver due to restricted access. If a delivery date was agreed upon and the Client or its mandatory is not present to receive the delivery, expenses will be charged by REDDOT to cover the costs of the failed delivery.
- 6.2. Dispatch and transport will take place at the Client's risk, irrespective of the way in which the transport is organised. The Client can have the goods insured at their own expense and is obliged to inspect the equipment upon receipt and to exercise their right of recourse against the conveyor within the required time limit.
7. **Complaints**
- 7.1. The Client must check if the received amounts correspond with the ordered amounts immediately upon receipt of the dispatch. Complaints concerning quantities, (non-)conformity or condition of the delivered goods must reach REDDOT within 8 days after receipt of the dispatch per registered letter on penalty of expiry.
- 7.2. Complaints about faults (including those covered by the manufacturer's or supplier's guarantee, which guarantee was directly stipulated to the Client), must be reported to REDDOT on penalty of expiry, 8 days after receipt of the goods at the very latest (in the event of visible faults) and 8 days after discovery at the very latest (in the event of hidden faults) by means of a registered letter stating the reason. Use or sale of the goods will nullify any liability for REDDOT. The claim concerning hidden faults must be made within one month of discovery of the faults or after the fault should reasonably have been discovered. Complaints and/or disputes of whatever nature, never give the Client the right to suspend the fulfillment of their obligations towards REDDOT or the right to cancel the complete order or delivery. If the complaint is justified, REDDOT's maximum liability will not ever exceed the price of the product.
8. **Liability/Force Majeure/provision of information**
- 8.1. REDDOT cannot be held liable for the consequences of, use of, and any consequences for the user, a third party or their goods resulting from the delivered, placed and/or transported products.
- 8.2. All cases of Force Majeure release REDDOT from their liability for anything related to the non-implementation of their obligations within the established period. In the event of Force Majeure, REDDOT is entitled to suspend the agreement in as far as it has not yet been carried out either for the duration of the period of Force Majeure or to cancel it without being bound to pay compensation.
- 8.3. REDDOT does not guarantee the quality of their products if they are subjected to abnormal use, bad maintenance, change of the goods assembly, disassembly, or repairs by the Client.
- 8.4. REDDOT is, except in the event of deceit or wilful mistake on their part, not responsible for isolated damage or consequential damage (including: injuries, damage to property, financial loss, loss of profit, personnel costs, damage to third parties, loss of income). In this respect, the Client will waive recourse vis-à-vis REDDOT and/or those appointed by REDDOT. In the event of deceit or wilful mistake on their part, REDDOT's maximum liability for incidental or consequential damage will not exceed the purchase price of the product.
9. **End of the agreement**
- 9.1. REDDOT is entitled to cease deliveries by a simple expression of their will to do so without warning or any formality in the following cases: 1. The Client does not fulfil one of their legal or contractual obligations, 2. If the additional guarantees stated on the front are not explicitly confirmed by the Client, 3. Dissolution or transfer of the Client's company or indications that the Client is ceasing their professional activities, 4. Cessation of payments by the Client, 5. Request for postponement of payment by the Client, 6. Bankruptcy of the Client, 7. Death of the Client, 8. Reduction of the guarantees to be contractually given by the Client, 9. Protested bills, 10. Attachment made against the Client, 11. Late payments of social security contributions, tax contributions. The Client shall be liable for all damage or cost incurred by REDDOT as a result of their negligence. Everything that the Client owes REDDOT will be payable immediately and in full if the case arises. REDDOT can collect unpaid goods on-site without judicial intervention.
10. **Miscellaneous**
- 10.1. The invalidity or non-applicability of one or more of these stipulations does in no way affect the validity of the other conditions. The invalidity or non-applicability of one or more of these stipulations does not in any way constitute a reason for terminating the agreement.
- 10.2. Any notice required or permitted to be given by either party to the other under the conditions shall be in writing, and shall be addressed to REDDOT at its registered office, and to the Clients' address as provided to REDDOT, depending on which is applicable and in accordance with clause 11.1. The headings of the clauses in these conditions are intended for reference only and will not affect the interpretation of these conditions. Both parties accept electronic evidence within the framework of their relation. No statement, description, warranty condition or recommendation contained in any catalogue, price list or advertisement of communication or made verbally by any of the agents or employees of REDDOT shall be construed to enlarge, vary or override in any way thereof any of these conditions.
- 10.3. Parties explicitly agree the place of execution of this agreement is located at REDDOT's registered office.
11. **Jurisdiction and applicable law**
- 11.1. In the event of a dispute over an agreement between the Client and REDDOT, irrespective of its nature and the place of delivery or sales, The Hasselt District Courts are exclusively authorised, even if the accepted bills concerned are payable and/or domiciled outside the judicial district of this city. The parties elect domicile at the addresses stated in the agreement, or on the invoice or the order form. If the addresses differ, the order quoted above will be decisive for the correct address. All deeds and writs shall be signed at these addresses. Nevertheless, REDDOT retains the right to make services at the last address given to REDDOT by the Client.
- 11.2. All our contracts are subject to Belgian Legislation with the exclusion of the Vienna Sales Convention.