

General terms and conditions of delivery and payment EcoBeam BV

Article 1. Applicability

- These general conditions apply to all our offers and to all agreements entered into by us, notwithstanding any clause to the contrary in the buyer's terms and conditions.

Article 2. Quotations

- All our quotations should be seen as invitations to the potential buyer to make an offer. They therefore do not bind us in any way, unless the offer itself expressly and unambiguously (in writing) states otherwise.
- Orders given to us are considered as offers and must be confirmed by us in writing (the so-called order confirmation). Only then shall they be deemed accepted by us.
- Validity of quotation 30 days from quotation date
- Quotes are based on the information and/or documents sent by you.

Article 3. Prices

- We reserve the right, if increases in one or more of the cost factors occur after the date on which the contract is concluded but before the day of delivery, to pass these increases on to the buyer.

Article 4. Delivery terms and deliveries

- The delivery times specified by us are only approximate and, if exceeded, cannot give rise to compensation.
- The buyer must make a careful and timely inspection of the delivered goods. Complaints relating to visible defects must be notified to us within 2 working days of delivery. This must be done either by registered letter or by email, adding photos and a clear and accurate description of the defects.
- Any right of claim of the purchaser against us regarding defects in the goods delivered by us shall lapse if:
 - The defects have not been brought to our attention within the prescribed period and/or in the manner specified above;
 - The buyer has not properly set up, handled, used, stored or maintained the goods or has used or handled the goods under conditions or for purposes other than those provided by us;
 - The goods with respect to which a complaint has been made by the buyer continue to be used.

Article 5. Liability and warranty

- The warranty obligations of items produced by third parties apply during the periods stipulated by these third parties.
- Any warranty obligation shall lapse if the buyer performs/performs repairs and/or modifications to goods without prior, express and written consent.
- EcoBeam BV is not responsible for damage caused by full or partial (re)delivery, delayed or faulty delivery, failure to deliver goods or these goods themselves, never liable to pay any compensation to the buyer and/or others. We shall never be liable for consequential or trading losses, direct or indirect damage, however called, including loss of profit. Any defect must be reported to EcoBeam BV bvba within 14 days of its discovery. Thereafter, any right to repair or replacement expires.
- Defective goods should be delivered -at the customer's expense- to EcoBeam BV.
- The decision whether or not an item is under warranty always rests with the manufacturer or supplier of this item. The article (or return document completed by the customer) is thus sent to the manufacturer or supplier. The latter will determine whether the guarantee is accepted and will communicate the reasons for this decision. EcoBeam BV can under no circumstances be held responsible for this decision.
- The warranty applies only to the delivery of the products and in no way to their installation. That is to say, EcoBeam BV will supply the replacement products at least in conformity with the first delivery but will in no way undertake or have undertaken at its expense the assembly, disassembly or installation of the products (defective or replacement).
- EcoBeam BV is not responsible for any direct or indirect damage that would result from any advice or project guidance provided by it.

Article 6. Retention of title and security.

- Goods delivered by us remain our property until paid for in full. In deviation from this, delivered goods do fall under the responsibility of the buyer to whom they were delivered, e.g. in case of theft or other calamities.

- We are at all times entitled to reclaim the goods that are already in the care of the buyer (or third parties) but have not yet been paid for in full as soon as we can reasonably assume that there is a real chance that the buyer will not fulfill his obligations.

Article 7. Payment

- All prices in quotations are exclusive of VAT.
- If not otherwise agreed in writing, payment must be made in cash in Euros, without any deduction or discount, at our registered office or by transfer to our bank account.
- In the event of late payment, the buyer shall be liable by operation of law and without notice of default to pay damages of 12%, with a minimum of €1000.00, as well as default interest of 10% per annum. The purchaser shall also be liable for all extrajudicial and judicial collection costs, including costs of lawyers, bailiffs and collection agencies, should these costs exceed the compensation for damages mentioned in this paragraph plus interest.
- We may also suspend by operation of law and without notice of default the fulfillment of all our obligations to the buyer. In this case, we are entitled either to demand cash payment from the buyer for all deliveries still to be made, or to dissolve the agreement without judicial intervention, whereby the buyer is obliged to return the goods delivered. Placing an order implies that the buyer has read and accepted the general and special terms and conditions.

Article 8. Force Majeure

- Force majeure should be understood as any circumstance beyond our will or control, which is such that compliance with the agreement cannot be required by us.
- If we are unable to fulfill our delivery obligation, properly or on time due to force majeure, we are entitled to consider the agreement or the part of it that has not yet been performed as dissolved, or to suspend it for a definite or indefinite period of time.

Article 9. Applicable law

- Our offers and agreements are governed exclusively by Belgian law.

Article 10. Competent court

- All disputes of any kind may be brought exclusively before the competent courts of the judicial district of Antwerp.

Date: 19/01/2024