

Article 1 - Scope of application

1.1 Except where VAN LOOVEREN NV has expressly stated otherwise in writing, the conditions stated hereinafter are applicable to all quotations, order confirmations and agreements for the sale of goods and the execution of works by VAN LOOVEREN NV, whose registered office is at Ter Stratenweg 9, B-2520 Oelegem (Ranst) (Belgium), and with company number 0426.590.657 RPR Antwerp. Exceptions to these conditions will only apply if the exceptions have been laid down in writing in a document signed and dated by both the parties.

1.2 These general sales conditions shall prevail over any purchasing conditions of the Customer, even when such have not explicitly been rejected by VAN LOOVEREN NV, and shall replace all previous conditions and agreements between the parties. In the event of any problems with the interpretation of these general sales conditions, the Dutch text shall have priority.

Article 2 - Quotations, formation of an agreement

2.1 The quotations drawn up by VAN LOOVEREN NV shall remain valid, notwithstanding any reservations to the contrary, for a period of thirty (30) days, and can be withdrawn or changed by VAN LOOVEREN NV as long as VAN LOOVEREN NV has not received an acceptance confirmation for a quotation.

2.2 An agreement shall be formed when VAN LOOVEREN NV has received a written acceptance confirmation (by letter, fax, or e-mail) for a quotation in writing that is still valid. Acceptance of a quotation implies acceptance of these conditions.

2.3 If VAN LOOVEREN NV receives an order otherwise than by the written acceptance of a quotation previously drawn up by it, for example orders placed by telephone, fax, or email, an agreement shall only be formed when VAN LOOVEREN NV has accepted the order in writing by way of an order confirmation.

Article 3 - Prices

3.1 All prices are listed in euros excluding VAT unless expressly stated otherwise.

3.2 Unless otherwise has been agreed in writing, the prices are EX WORKS Ter Stratenweg 9, B-2520 Oelegem (Ranst) (Belgium) (Incoterms® 2010).

3.3 The prices listed in a quotation or order confirmation are calculated based on the wages, material, and energy costs, import duties, tariffs and other charges or price components as known to VAN LOOVEREN NV on the date such a document is drawn up. Even if an agreement has been entered into on that basis, VAN LOOVEREN NV has the right to adjust its prices proportionately if one or more of the aforementioned elements is subject to an increase during the execution of the agreement.

Article 4 - Execution of the agreement

4.1 The Customer is obligated to provide VAN LOOVEREN NV all necessary and useful information in order to enable VAN LOOVEREN NV to carry out the order. The Customer cannot charge on any costs associated with such to VAN LOOVEREN NV. If the Customer fails to comply with a request from VAN LOOVEREN NV for the provision of additional information, VAN LOOVEREN NV shall have the right to suspend its activities temporarily until this information has been provided. VAN LOOVEREN NV has no obligation whatsoever to verify the correctness of the information provided by the Customer. Where relevant, VAN LOOVEREN NV can charge on any costs incurred due to inaccurate or incomplete information.

4.2 The surface areas of the goods to be supplied shall be calculated as follows: the dimensions shall be expressed in centimetres, rounded up to whole numbers. The surface area shall be calculated to 2 decimal places. The second decimal shall remain unchanged when the third decimal is less than 5, and shall be rounded up when the third decimal is equal to or greater than 5.

4.3 If VAN LOOVEREN NV has to carry out activities at the location of the Customer, the Customer shall make sure that this location is accessible for a special glass tractor with a height of 2.20m and a width of 2.20m. The access to the location must not be obstructed by any obstacles. The location must have at least one entrance with a minimum width of 2.50m and a minimum height of 2.20m, which likewise must be directly accessible and unobstructed. The necessary working height within the shipyard shall be 2.50m. The maximum subsidence of the subsoil at the location must not exceed 50cm. All cranes must be operated on paved surfaces (asphalt or concrete). VAN LOOVEREN NV cannot be held liable for any damage caused to landscaping, subsoil, installations at the location, etc.

4.4 VAN LOOVEREN NV shall deliver, unload, and stack the goods at the place on the location designated by the Customer (or its operatives). If, however, VAN LOOVEREN NV is of the opinion that the aforementioned place is not suitable, VAN LOOVEREN NV has the right to deliver, unload, and stack the goods at a place on the location that is most suitable in its opinion. VAN LOOVEREN NV cannot be held liable for any damages arising after the delivery.

Article 5 - Time limits

5.1 The stated supply periods are only approximate, and do not bind VAN LOOVEREN NV. A delay in delivery shall not create an entitlement to compensation or for the dissolution of the agreement. The specified supply periods shall in no case constitute an essential part of the agreement. For example, VAN LOOVEREN NV cannot be held liable for shipyard delays resulting from a delay in the delivery.

5.2 VAN LOOVEREN NV shall have the right to carry out and invoice for part consignments if one or more of the ordered products are not available.

Article 6 - Supply, transport, risk, and storage

6.1 Unless otherwise has been agreed in writing, the supply shall take place EX WORKS Ter Stratenweg 9, B-2520 Oelegem (Ranst) (Belgium) (Incoterms® 2010).

6.2 The Customer is obligated to take collection of the goods as soon as they are made available to it. If the Customer refuses to take collection of the goods, or impedes the supply of such in any way whatsoever, for example by not providing the information necessary for the supply, VAN LOOVEREN NV shall be entitled to store the goods for the account and risk of the Customer. VAN LOOVEREN NV is not obligated to take out insurance for such storage.

Article 7 - Payment, interest and damage clause, retention of title

7.1 Payment of the invoices of VAN LOOVEREN NV must take place in cash without payment discount, unless different payment terms were agreed.

7.2 In the event of non-payment by the set due payment date of any amounts invoiced/charged on, the amounts still owing shall be increased, legally and without notice of default being required, by interest of 12% per annum as of the due payment date, as well as by a flat-rate compensation charge equal to 10% of the outstanding amounts, with a minimum of EUR 65 per invoice.

7.3 Non-payment of any amount owed to VAN LOOVEREN NV shall make all other claims of VAN LOOVEREN NV immediately payable and this without prejudice to the right of VAN LOOVEREN NV to suspend all further activities for the relevant Customer, or to dissolve any ongoing agreements with the Customer, on grounds imputable to the latter, if the failure to make payment lasts longer than fifteen (15) days.

7.4 All goods shall remain the property of VAN LOOVEREN NV, and cannot be transferred to third parties until the date of payment in full by the Customer, which condition shall apply without prejudice to the transfer of the risk as of the moment when the goods are made available to the Customer.

Article 8 - Extrajudicial dissolution, exception of non-execution

8.1 VAN LOOVEREN NV has the right to legally dissolve an agreement with a Customer, without prior judicial intervention, by registered post, with respect to the Customer, in the event of a serious breach of contract by the Customer which makes any further collaboration definitively impossible. Any breach of contract, which is not rectified within a period of fifteen (15) days after VAN LOOVEREN NV has issued the Customer with a notice of default about such, shall be deemed to be a serious breach of contract which makes any further collaboration definitively impossible. The right of dissolution of VAN LOOVEREN NV shall be without prejudice to the right of VAN LOOVEREN NV to claim compensation for any damages resulting from the breach of contract and the subsequent dissolution.

8.2 Without prejudice to the right of extrajudicial dissolution provided for in paragraph 1 of this article in these conditions, VAN LOOVEREN NV can suspend its obligations under the agreement if the Customer fails to fulfil its obligations.

8.3 If several agreements between the Customer and VAN LOOVEREN NV are being carried out, the non-fulfilment by the Customer of its obligations under any one of the agreements shall constitute sufficient grounds for VAN LOOVEREN NV to suspend the execution of all ongoing agreements, and the existence of a serious breach of contract in the sense of article 8.1 of these conditions in relation to any one of the ongoing agreements shall constitute sufficient grounds for the dissolution of all ongoing agreements.

Article 9 - Complaints

9.1 Complaints in relation to invoicing must be notified on pain of nullity by registered post to VAN LOOVEREN NV within a period of eight (8) days after the invoice date.

9.2 Complaints in relation to visible defects in the delivered products or work carried out must be notified on pain of nullity by registered post to VAN LOOVEREN NV within a period of three (3) days after (the set date for) the relevant supply/service delivery.

9.3 Complaints in relation to hidden defects in the delivered products or work carried out must be notified on pain of nullity by registered post to VAN LOOVEREN NV within a period of thirty (30) days after (the set date for) the relevant supply/service delivery. A legal claim on the grounds of hidden defects must be instituted by the Customer within the sixty (60) days after the discovery of the defect, in default of which the claim will become inadmissible under the provisions of article 1648 of the Civil Code.

9.4 Results of luminosity measurements will only be recognised if they are carried out by the laboratory designated by VAN LOOVEREN NV in writing. The perpendicular luminosity measurement must in all cases be carried out in accordance with norm NEN2675+C1:2018 (or latest version). Other measurements (such as hemispheric luminosity, haze etc.) must in all cases be carried out in accordance with the applicable norm (or the usual measurement protocol), which will be confirmed by VAN LOOVEREN NV in writing in the relevant cases.

9.5 Any complaint submitted after the submission deadline will not be taken into consideration.

9.6 The formulation of any complaint by the Customer shall not give it the right to suspend its obligation to make payment, nor to settle any compensation for alleged damages against any outstanding amounts. This shall also not create the right to unilaterally take decisions about the return of goods to VAN LOOVEREN NV.

Article 10 - Guarantee and liability

10.1 The quality guarantee or liability of VAN LOOVEREN NV shall be limited to the guarantees provided by the manufacturer of the goods.

10.2 Any form of advice or recommendations concerning the goods, the supply, or other advice, shall not bind VAN LOOVEREN NV to any form of liability, compensation, or guarantee whatsoever. It is the full responsibility of the Customer to verify and test the suitability of the goods for the relevant application.

10.3 The liability of VAN LOOVEREN NV in relation to visible and/or hidden defects notified on time shall be limited to all direct consequences, with the exclusion of all indirect consequences. VAN LOOVEREN NV shall not be liable for any damages whatsoever suffered by third parties, if such damage is customarily deemed to be equivalent to damage that is not causally associated with the fault of VAN LOOVEREN NV.

10.4 The liability of VAN LOOVEREN NV shall become null and void as soon as the Customer has made changes, or has changes made, to the delivered goods, and/or has carried out processing, or has processing carried out, of the delivered goods. Any kind of quality checks (f.i. light transmission) has to be accomplished before the processing of the goods, at the expenses of the Customer.

10.5 VAN LOOVEREN NV shall not be liable for any damages whatsoever that are the result of abnormal use by the Customer of the delivered goods.

10.6 If the liability of VAN LOOVEREN NV is proven, VAN LOOVEREN NV has the right to opt for (i) either, where possible, the right to rectify the fault by the supply of new, replacement products or the execution of the necessary repair work, (ii) or the payment of compensation in accordance with the terms of these sales conditions.

10.7 In all cases, the liability of VAN LOOVEREN NV shall be limited to the amount of the price that was agreed for the supply of the goods or the execution of the works.

Article 11 - Force majeure and unforeseen circumstances

11.1 VAN LOOVEREN NV can suspend its obligations under any agreement in the event the execution of the relevant agreement is seriously hindered by circumstances that are not attributable to VAN LOOVEREN NV, such to include, but not limited to: labour strikes, adverse weather conditions, supply problems, problems with subcontractors, interruptions in energy supplies, machinery breakdowns, maritime circumstances, etc.

11.2 VAN LOOVEREN NV shall inform the Customer about the existence of any such circumstance as referred to in article 11.1 of these conditions, as well as the expected duration of the suspension. The Customer shall not have a right to claim compensation or dissolution as a result of such a notification.

11.3 In the event a circumstance as referred to in article 11.1 of these conditions lasts longer than a period of sixty (60) days, or if the parties are in agreement that such a circumstance is likely to continue for such a period, VAN LOOVEREN NV shall have the right to end the agreement without being liable to pay the Customer any compensation on account of such.

Article 12 - Divisibility

If one or more provisions of these conditions are declared invalid, null and void, or non-enforceable, then the validity of the other provisions of this agreement shall nonetheless remain fully in force. In such a situation, the parties obligate themselves to negotiate a new provision, the scope of which is as close as possible to the purport of the provision previously included.

Article 13 - Applicable law and competent court

13.1 Any dispute that falls under the scope of application of these conditions shall be settled in accordance with Belgian law.

13.2 All disputes pursuant to this agreement shall be exclusively settled by the District Court in the judicial district of Antwerp (Belgium)