

**1. General**

- 1.1 These general terms and conditions apply to all quotations, works, services, and agreements between VAN RIE private limited company, with registered office at Stationsstraat 5, 9990 Maldegem and company number BE 0548.754.932 (hereinafter "VAN RIE BV") and its customer (hereinafter the "Customer"), unless expressly agreed otherwise in a separate written agreement.
- 1.2 The Customer accepts these general terms and conditions by virtue of their purchase and/or order. By making a purchase and/or order, the sales conditions of VAN RIE BV take precedence over any sales conditions of the customer.
- 1.3 If any provision of these general terms and conditions is unenforceable or conflicts with mandatory law, this shall not affect the validity and enforceability of the other provisions of these general terms and conditions. In such a case, the disputed provision shall be replaced by an enforceable and lawful provision that most closely matches the purpose of the original provision.

**2. Formation of Agreements**

- 2.1 All price lists, quotations, and contract proposals from VAN RIE BV are non-binding, provided for informational purposes only, and do not bind the company as such. Unless otherwise required by mandatory law, any order or purchase placed by the Customer immediately binds the Customer, but VAN RIE BV only after written confirmation or acceptance thereof.
- 2.2 If the order confirmation from VAN RIE BV contains any changes or additions or in any way differs from the original order, the agreement shall be deemed concluded unless the Customer declares within 8 days of receipt of the order confirmation that they do not agree.
- 2.3 Any cancellation of an order must be made in writing and is only valid with written acceptance by VAN RIE BV.

**3. Description of the Goods and Services to be Delivered**

- 3.1 A description of the goods and services to be delivered is included in a separate order confirmation and/or agreement between VAN RIE BV and the Customer.
- 3.2 Without prejudice to the provisions of these general terms and conditions, the Customer acknowledges and accepts the technical limitations, warranty limitations, and/or any other comments and reservations as set out in the quotation, the order confirmation and/or any separate agreement between VAN RIE BV and the Customer.

**4. Prices and Payment**

- 4.1 The goods and services are invoiced at the prices and conditions as stated on the order form. Unless expressly agreed otherwise, the prices quoted by VAN RIE BV are exclusive of taxes, VAT, packaging costs, transport and insurance costs, all of which are entirely borne by the Customer.
- 4.2 Changes by the Customer after the initial order will only be implemented if (i) VAN RIE BV expressly agrees; and (ii) the Customer accepts that VAN RIE BV may fully pass on all additional price adjustments and costs to the Customer.
- 4.3 Invoices must be protested in writing within 8 days of sending the invoice, failing which the invoices are considered definitively accepted.
- 4.4 Unless otherwise stipulated, the invoice of VAN RIE BV is due and payable in cash and net at its registered office no later than 30 days after the invoice date, in the currency stated on the invoice.
- 4.5 In the event of full or partial non-payment of an invoice on the due date, the Customer will, by operation of law and without formal notice, owe default interest on the unpaid invoice amount, as well as a fixed amount of 40 euros for collection costs, without prejudice to the right to claim higher compensation in the event of evidence of greater actual damages. The default interest is calculated as described in the Law of August 2, 2002, concerning combating late payment in commercial transactions, implementing Directive 2011/7/EU of the European Parliament and the Council of February 16, 2011. For the first half of 2026, the default interest according to this calculation amounts to 10.5% per year.
- 4.6 In the event of full or partial non-payment of an invoice on the due date, all other outstanding claims against the Customer become immediately due and payable by operation of law and without prior formal notice. In that case, VAN RIE BV also reserves the right to suspend the execution of the current agreement, without prior formal notice and without compensation, until VAN RIE BV has received full payment (including interest and costs).
- 4.7 If VAN RIE BV at any time has doubts about the Customer's creditworthiness, VAN RIE BV expressly reserves the right to require advance payment for deliveries yet to be made, or to request (other) securities.

**5. Delivery**

- 5.1 Unless otherwise required by mandatory law or expressly and contractually agreed otherwise in writing, the delivery date is provided for information purposes only and is therefore not binding. Any delay in delivery cannot give rise to penalties, damages, or cancellation of the order.

**6. Inspection, Complaints, and Warranty**

- 6.1 The Customer undertakes to receive the delivered goods and/or services immediately upon delivery and to examine whether their quality corresponds to what was agreed. By accepting the delivery of the ordered goods and/or services, the Customer confirms that the delivery is complete, in accordance with the order confirmation, and that all visible defects are covered.
- 6.2 Complaints regarding quantity and/or non-conformity must be reported to VAN RIE BV immediately upon delivery (in the case of visible defects), or at the latest within 7 days (in the case of hidden defects), by registered mail. Failing this, VAN RIE BV may consider any complaint inadmissible.
- 6.3 The Customer may only suspend payment if they demonstrate that VAN RIE BV has not fulfilled a contractual obligation and has notified VAN RIE BV of this in advance by registered letter. In any case, the amount of the suspended payment may only relate to that part of the good or service to which the alleged non-fulfillment of the contractual obligation pertains. Suspension of payment by the Customer is only possible if (the part of) the good or service is separately identifiable on an invoice.
- 6.4 Unless otherwise required by mandatory law, the warranty of VAN RIE BV solely consists of either a free replacement of goods that are recognized as non-conforming with identical or at least equivalent goods, or their repair, at the discretion of VAN RIE BV. VAN RIE BV's liability regarding services delivered to the customer, after a complaint in accordance with article 6.2, is in any case limited to either the refund of the price of the non-conforming part of the performance, without any other right of the

customer to compensation, or the re-performance of the services, at the discretion of VAN RIE BV. The application of the warranty can in no case give rise to any form of damages.

- 6.5 The granted warranty lapses in case of abnormal use, poor maintenance, modification of goods by the Customer, or dismantling or repair by a non-qualified person.

**7. Liability**

- 7.1 If VAN RIE BV is liable toward the Customer for any reason, VAN RIE BV is liable only for (material and physical) damage caused (i) by the defectiveness of the goods delivered by it, or (ii) in connection with the performance of the agreement, if and to the extent such damage was caused by its gross or intentional fault or its fraud. VAN RIE BV is not liable for other errors.
- 7.2 In the event that VAN RIE BV is held liable for any damage, the liability of VAN RIE BV is limited to the invoice value of the Customer's order, or at least to that part of the order to which the liability relates.
- 7.3 VAN RIE BV is only liable for direct damage and never for indirect damage (including but not limited to consequential damages, lost revenue, sales or profit, missed savings, unsalability of goods, and damage to third parties).
- 7.4 The Customer indemnifies VAN RIE BV against any claims from third parties who, in connection with the performance of the agreement, suffer damage for which VAN RIE BV is not liable.
- 7.5 In the case of force majeure, VAN RIE BV will not be liable to the Customer and VAN RIE BV will not owe any damages. The contractual obligations of VAN RIE BV are suspended until the force majeure situation ceases to exist. If the force majeure situation continues for 90 days or more, both VAN RIE BV and the Customer have the right to terminate the agreement without compensation. Force majeure is considered to be any circumstance that impedes performance or delivery by VAN RIE BV and over which the company has no control. Services already performed by VAN RIE BV up to the moment of force majeure will be charged to the Customer.
- 7.6 Examples of situations of force majeure include, but are not limited to: war, rebellion, riots, explosions, acts of terrorism, strikes or social conflicts, government measures taken in the general interest or public health, ...

**8. Retention of Title**

All goods remain the full property of VAN RIE BV until full payment of all invoice amounts, including costs, interest, and damages.

**9. Intellectual Property**

- 9.1 All intellectual property rights concerning the products and services as well as the designs, software, documentation, and all other materials that are developed and/or used in preparation for or execution of the agreement between VAN RIE BV and the Customer, or that result from it, rest exclusively with VAN RIE BV or its suppliers.
- 9.2 The delivery of products and services does not entail any transfer of intellectual property rights.
- 9.3 The Customer only obtains a non-exclusive and non-transferable right of use for the products and results of the services for the agreed objectives. When using them, the Customer shall strictly adhere to the conditions laid down in the terms or otherwise imposed on the Customer.
- 9.4 The Customer shall not, without the prior written consent of VAN RIE BV, disclose, reproduce, or make available to a third party, in whole or in part, the products and results of the services in any way whatsoever.

**10. Dissolution**

- 10.1 VAN RIE BV has the right to dissolve the agreement with the Customer at any time, with immediate effect, without judicial authorization or prior notice of default, and without payment of any compensation, in the following cases: (i) if the Customer, despite written notice of default, fails to (timely and properly) fulfil one or more obligations arising from the agreement (in particular the payment of invoices); (ii) in the event of cessation of payments, bankruptcy (or the filing for bankruptcy), insolvency or reorganization proceedings, or any other equivalent proceedings initiated against the Customer under the applicable law; (iii) in the event of liquidation or cessation of the Customer's activities; (iv) if the Customer refuses to make an advance payment or to provide other securities requested by VAN RIE BV; or (v) if VAN RIE BV has good reasons to doubt whether the Customer will fulfil its obligations towards VAN RIE BV.
- 10.2 In the event of dissolution, VAN RIE BV is also entitled to compensation of 40% of the invoice amount as reimbursement for costs, interest, loss of profit, and damages suffered by VAN RIE BV, without prejudice to the right of VAN RIE BV to claim compensation for any higher damages, and all claims of VAN RIE BV against the Customer become immediately due and payable.

**11. Data Protection and Privacy**

- 11.1 The parties will process, use, or store personal data solely for contractually determined purposes, in compliance with applicable legislation.
- 11.2 VAN RIE BV respects the right to privacy of its Customers and users in accordance with the prevailing Belgian, European, and international legislation. All personal data collected by VAN RIE BV in the context of marketing actions are handled in accordance with the privacy policy, which you can find on the website of VAN RIE BV (<https://www.vanrie.be>).

**12. Applicable Law and Competent Court**

- 12.1 All agreements to which these general terms and conditions apply are governed exclusively by Belgian law.
- 12.2 Subject to any mandatory legal provisions to the contrary, all disputes between the parties regarding agreements subject to these general terms and conditions fall exclusively under the jurisdiction of the courts of Ghent, Belgium.