

1) GENERAL

Except where otherwise agreed in writing, these general conditions apply to all offers and quotations made by NV Flexura Floors (Schoendalestraat 306, 8792 Waregem, 0732.674.355 - hereinafter "Flexura Floors"), to each agreement concluded between Flexura Floors and its client ("Client"), and to all invoices of Flexura Floors, irrespective of whether the residence/head office of the Client is situated in Belgium or abroad, and irrespective of whether the delivery is to be made in Belgium or abroad. In the event of contradiction between these General Conditions and any separate written agreement concluded between Flexura Floors and the Client, the provisions of the separate written agreement shall prevail. By signing an offer and/or placing an order, the Client accepts these general conditions. Acceptance of these General Conditions also implies that the Client fully waives the application of its own general (purchase) conditions. In any event, the start of performance by Flexura Floors shall ensure that these General Conditions apply.

2) CONCLUSION OF AGREEMENTS AND CANCELLATION OF ORDERS

2.1 Price quotations are valid for thirty (30) days from the date they were made, unless expressly provided otherwise. Flexura Floors' products are of usual trade quality, and are sold with a potential margin of deviation in weight, colour, colour fastness and the like compared to the quotations, images, drawings, price lists, or others. The products may also differ from each other. This is not a production error, but inherent to the nature of the products and dependent on, inter alia, the place and/or environment in which the product is placed by the Client. A difference shall not oblige Flexura Floors to compensate the Client and shall not entitle the Client to refuse receipt or payment of the goods.

2.2 An agreement comes into effect after the Customer has signed the quotation, or by written approval (by e-mail or otherwise) by the Customer of the quotation. In any case, an agreement comes into effect through delivery and invoicing of the goods.

3) PRICE AND PAYMENT

3.1 The order will be invoiced at the prices and conditions stated in the approved quotation. Unless otherwise agreed in writing, prices are exclusive of VAT. Prices are based on the currently applicable values of wages and goods/articles/products. If these undergo changes, Flexura Floors reserves the right to charge for these changes.

3.2 In case of disagreement, eight days after receipt of the invoice, it must be protested in writing and by registered letter.

3.3 The invoices expire eight days after the invoice date, if no other payment terms have been specified. Any sum (including V.A.T.) not paid on the due date shall by operation of law bear interest, without notice of default being required; the interest shall be that referred to in the Act of 2/8/2002 on combating late payment in commercial transactions, without prejudice to Flexura Floors' right to claim higher compensation. All collection costs shall be for the account of the Client. In the event of non-payment not later than the due date, a penalty of 10% on the principal sum with a minimum of 100 euro shall be due on account of late payment.

3.4 Flexura Floors reserves the right to definitively cease or suspend any further activity for the Client until such time as past due invoices have not been paid and this as regards both the principal sum and interest and compensation clauses; cessation or suspension need not be notified in advance. Set-off by the Customer is expressly excluded.

3.5 Flexura Floors may request advance payments on performances yet to be delivered. Where applicable, an advance invoice shall be drawn up; the work shall only commence after receipt of the total amount (including V.A.T.) of the advance invoice.

4) DELIVERY

4.1 The agreed delivery times are indicative unless otherwise agreed in writing. Any exceeding of the delivery term shall not give rise to any liability on the part of Flexura Floors, to dissolution of the agreement or to any form of compensation. Changes to a placed order - if accepted by Flexura Floors - automatically mean that the proposed delivery term is extended.

4.2 Any visible damage and/or qualitative shortcoming or other on delivery must be reported by the Customer to Flexura Floors without delay.

4.3 The goods delivered by Flexura Floors to the Client shall remain the property of Flexura Floors until all amounts due by the Client to Flexura Floors, including interest and costs, have been paid. Nevertheless, the risks of loss or destruction of the goods shall be borne in full by the Client from the moment of delivery of the goods sold. Advances paid by the Customer shall remain acquired to compensate for potential losses on resale.

5) LIABILITY AND FORCE MAJEURE

5.1 Flexura Floors' undertakings are best-efforts undertakings and must be compared with the standard requirements for the products and services to be delivered. Flexura Floors (including its appointees, representatives and/or employees) shall only be liable for loss caused by non-compliance with its contractual obligations if and to the extent such loss has been caused by its fraud, deceit or wilful or gross negligence. Flexura Floors shall not be liable for other faults. If Flexura Floors is held liable for any loss, Flexura Floors' liability shall always be limited to a maximum of the invoice value (exclusive of VAT and costs) of the order of the Client, at least to that part of the order to which the liability relates. Flexura Floors shall never be liable for indirect loss, including but not limited to consequential loss, loss of profit, lost savings or damage to third parties. The Client shall be solely responsible for the use he makes of the goods.

5.2 Flexura Floors shall not be liable for the non-performance of its essential commitments in the event of force majeure. Force majeure means: unforeseeable events beyond the control of Flexura Floors, including but not limited to war, act of God, flood, explosion, fire, operating accidents, breakdown of machinery, bankruptcy of suppliers, lack of raw materials, riots, civil disturbances, riots, partial or general strike or lockout, epidemic or similar situation qualified as such by the competent authorities or the adoption or introduction of laws or regulations in Belgium that prevent the affected party from fulfilling all or part of its obligations, such as, for example, "lockdown" measures taken by the government (or other competent authorities) to deal with a crisis. Force majeure shall in no case entitle the Customer to rescind the agreement or to any compensation. Force majeure on the part of the Customer is expressly excluded.

6) VARIA

If any (part of a) provision of these General Conditions should be invalid or unenforceable, this shall not affect the validity and enforceability of the other provisions of these General Conditions. In such case Flexura Floors and the Client shall negotiate in good faith and replace the invalid or unenforceable provision by a legally valid and enforceable provision which is as close as possible to the purpose and purport of the original provision.

7) APPLICABLE LAW AND JURISDICTION CLAUSE

All agreements to which these general conditions apply and all other agreements resulting from them shall be exclusively governed by Belgian law. All disputes between the Client and Flexura Floors shall fall under the exclusive jurisdiction of the competent courts of the judicial district of Kortrijk.