



GENERAL TERMS AND CONDITIONS SUNCONFEX GERMANY

These General Terms and Conditions (hereinafter referred to as 'General Terms and Conditions') apply to all Contracts (as defined below) concluded by SUNCONFEX GMBH, An der Rollbahn 2, 89340 Leipheim (Germany), registered in the Commercial Register of the Local Court of Memmingen under HRB 15432, (hereinafter referred to as 'Sunconfex GmbH') and the Customer (as defined below).

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SUNCONFEX GERMANY

GENERAL TERMS AND CONDITIONS

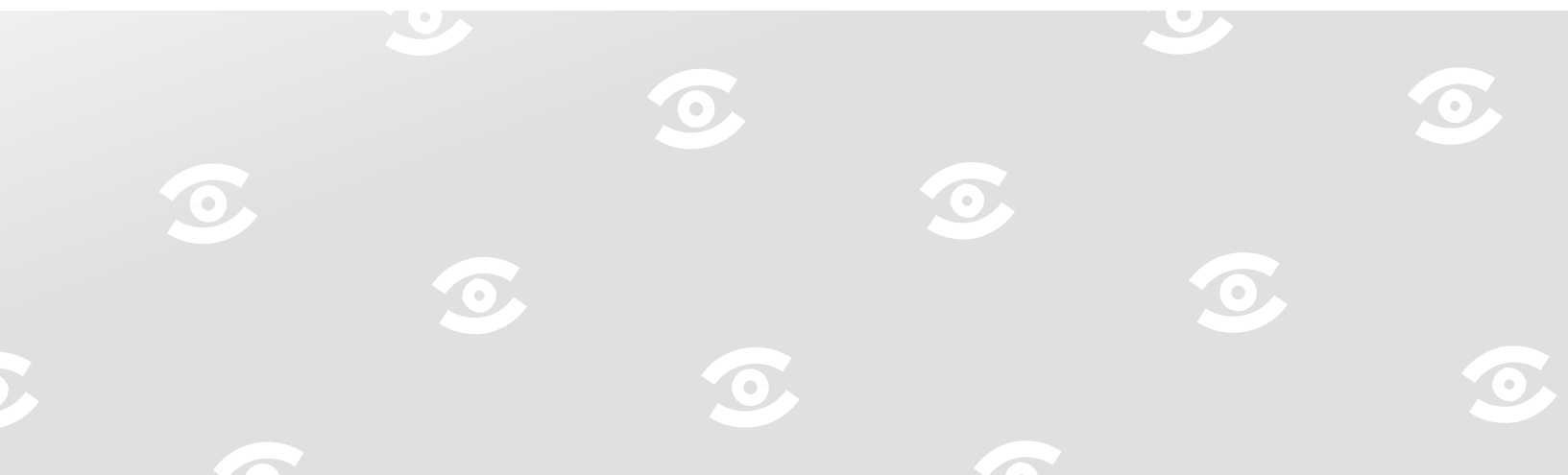
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ARTICLE 1.

DEFINITIONS**1.1 In this Agreement, the following terms shall have the following meanings:**

"Customer"	A company in whose name and on whose account an order is placed with Sunconfex GmbH;
"Good(s)"	all Goods that are part of the Sunconfex GmbH product portfolio;
"Order"	a (written) order from the Customer for the delivery of Goods;
"Offer"	a written offer from Sunconfex GmbH for the delivery of Goods;
"Contract/Contracts"	(i) any contract concluded between Sunconfex GmbH and the Customer, including, but not limited to, contracts for the sale of Goods; (ii) any Offer accepted by the Customer in accordance with Article 3 of these General Terms and Conditions during the period of validity of the Offer; and (iii) any Order accepted by Sunconfex GmbH.



ARTICLE 2.

APPLICABILITY

- 2.1 By entering into a Contract with Sunconfex GmbH, the Customer declares that they have read the General Terms and Conditions in full and understands them, and the Customer irrevocably agrees to the content of the General Terms and Conditions and their application to all Contracts and legal relationships with Sunconfex GmbH.
- 2.2 Sunconfex GmbH does not accept any terms and conditions of the Customer which contradict or deviate from these General Terms and Conditions, unless Sunconfex GmbH has expressly agreed to their validity in writing. These General Terms and Conditions apply even if Sunconfex GmbH supplies to the Customer without reservation in the knowledge of the Customer's terms and conditions which conflict with or deviate from these Terms and Conditions, or if the Customer refers to its terms and conditions in connection with the order and Sunconfex GmbH does not expressly object to them.
- 2.3 These General Terms and Conditions, together with the content of the Contract, govern the legal relationship between Sunconfex GmbH and the Customer.
- 2.4 In the event of any conflict between the General Terms and Conditions on the one hand and a Contract, Offer or Order between Sunconfex GmbH and the Customer on the other hand, the provisions of the Contract, Offer and/or Order shall prevail.
- 2.5 These General Terms and Conditions only apply to entrepreneurs (§ 14 BGB German Civil Code), legal persons under public law and special funds under public law.

Artikel 3.

OFFER AND PRICES

- 3.1 The sending of catalogues, price lists, quotations, brochures, advertising messages, newsletters and/or any information on the Sunconfex GmbH website cannot be considered by the Customer as a binding offer from Sunconfex GmbH, unless expressly stated otherwise. The stated price, description, characteristics, colours and/or images of the Goods are merely indicative and are not binding on Sunconfex GmbH.
- 3.2 An Offer is only valid for the specific Order and the Goods expressly stated therein and therefore does not automatically apply to subsequent (similar) Orders. An Offer is also only valid for the duration stated in the Offer, unless expressly agreed otherwise. If no duration is stated in the Offer, the validity period of the Offer is limited to two (2) months.
- 3.3 All prices are quoted in Euros and are exclusive of VAT and other taxes and (import) duties, any

insurance and administration costs, delivery and shipping costs, unless expressly agreed otherwise.

- 3.4 Sunconfex may reasonably and proportionately adjust the prices quoted on the basis of the Offer or Order (or confirmation thereof by Sunconfex) in comparison to the cost development relevant for the price calculation. A price increase may be considered and a price reduction shall be made if, for example, (i) the cost of materials, raw materials or Goods purchased by Sunconfex GmbH from third parties increases or decreases; and/or (ii) labour costs, social security contributions, taxes, energy prices or generally the prices for Goods or services purchased by Sunconfex GmbH increase or decrease. Increases in one type of cost may only be used for a price increase to the extent that they are not offset by any decrease in costs in other areas. In the event of cost reductions, Sunconfex GmbH shall reduce prices to the extent that such cost reductions are not fully or partially offset by cost increases in other areas. In exercising its reasonable discretion, Sunconfex GmbH shall determine the timing of any price adjustment in such a way that cost reductions are not considered according to standards that are less favourable for the Customer than cost increases, i.e. cost reductions shall have at least the same impact on pricing as cost increases.
- 3.5 Sunconfex GmbH shall notify the Customer in text form of a price adjustment in accordance with Article 3.4 at least 6 weeks prior to the intended effective date. In the event of such a price adjustment, the Customer has the right to terminate the Contract with immediate effect as of the date the change becomes effective, without observing a notice period. The Customer will be informed of this separately in the price adjustment notification.

Artikel 4.

CONCLUSION OF CONTRACT

- 4.1 A Contract is only concluded after confirmation of the order by a person authorised to legally bind Sunconfex GmbH or by the execution of the Order by Sunconfex GmbH.
- 4.2 The acceptance of (an) Order(s) is subject to the availability of the ordered Goods. Sunconfex GmbH endeavours to fulfil all Orders placed by the Customer. However, Sunconfex GmbH is not liable if certain Orders cannot be fulfilled because the ordered Goods are not available (in time). In this case, Sunconfex GmbH will not accept the Order and will not enter into the Contract.
- 4.3 Sunconfex GmbH always reserves the right to request additional information about the Customer, its activities or creditworthiness and - in the absence of such information - to refuse or suspend the fulfilment of the Order or to demand full payment in advance.



Artikel 5.

CUSTOMISED GOODS

- 5.1 Sunconfex GmbH is only bound by the Customer's specific instructions regarding the conformity of the Goods if such instructions are included in Sunconfex GmbH's electronic Order confirmation.
- 5.2 The Customer bears sole responsibility for the measurements they provided. Sunconfex GmbH adopts the measurements provided by the Customer without assuming any responsibility in this respect. If the measurements or other specifications of the Goods are changed after the conclusion of the Contract, Sunconfex GmbH is entitled to charge the additional costs to the Customer, in particular if production has already started or if a change in the measurements is only discovered during processing.
- 5.3 Delivery periods shall be extended and additional costs may be incurred if the execution is hindered or delayed due to missing or delayed information or support by the Customer. In this case, Sunconfex GmbH is entitled to invoice the resulting additional costs to the Customer. This does not apply if Sunconfex GmbH has caused the hindrance or delay intentionally or through gross negligence.

Artikel 6.

EXECUTION OF THE CONTRACT

- 6.1 The Contract refers only to the Goods as described in the electronic Order confirmation of Sunconfex GmbH. Changes and/or additions to the Order after the conclusion of the Contract are only valid with the written consent of Sunconfex GmbH. The Customer acknowledges that such changes and/or additions may affect the price and delivery times.
- 6.2 Insignificant changes to the Goods resulting from technical necessities or further developments in engineering, technology, production or aesthetics do not constitute a defect. This is subject to the condition that such changes only affect minor details and do not alter the essential functional or visual characteristics of the Goods that are material to the Customer.
- 6.3 The Customer expressly acknowledges that slight deviations in measurements are possible during the production of the Goods and that the Goods - depending on the type of fabric - may shrink

slightly due to environmental influences (such as temperature, humidity, sunlight, etc.) and ageing. This shrinkage is normal for textile materials, is within acceptable tolerances and cannot be regarded as a production defect.

The Customer shall take this into account when submitting the required measurements and allow for a margin for limited deviations from the measurements.

- 6.4 The Customer further acknowledges that slight colour deviations between the Goods themselves or in comparison to the sample books are possible.

Artikel 7.

PAYMENT

- 7.1 Sunconfex GmbH reserves the right to demand full or partial payment before proceeding with the fulfilment of an order. Sunconfex GmbH shall declare such a reservation no later than in the Order confirmation.
- 7.2 Any delay in payment of the deposit will result in a corresponding postponement of the delivery date. If the Customer remains in default of payment even after a reminder, Sunconfex GmbH reserves the right to cancel the entire/partial Order.
- 7.3 Notwithstanding any deposit made, and unless expressly agreed otherwise, invoices issued by Sunconfex GmbH shall be paid in full by the Customer within thirty (30) calendar days from the invoice date and without discount (via bank transfer).
- 7.4 Obvious errors in invoices (calculation errors, incorrect totals or missing invoice items) must be reported by the Customer within seven (7) calendar days from the invoice date, stating the invoice date, the invoice number and a detailed justification.
- 7.5 Partial payments by the Customer are always accepted subject to reservation and without any prejudicial acknowledgement, and will first be offset against the collection costs, then against the indemnity clause, the outstanding interest, and finally against the principal debt, prioritising the oldest outstanding principal debt.
- 7.6 In the event of non-payment or late payment (in whole or in part) of an invoice by the Customer on the due date for which the Customer is responsible, a default interest rate of 1% of the unpaid net price shall be automatically charged per month of delay, with each month commenced being deemed to have elapsed in full. The lump sum amounts to a maximum of 5% of the net price of the late payment. The Customer has the right to prove that Sunconfex GmbH has suffered no damage at all or significantly less damage than the lump sum due to the delay in payment.

- 7.7 If, after conclusion of the Contract, it becomes apparent (e.g. due to the cancellation of commercial credit insurance or the initiation of insolvency proceedings) that Sunconfex GmbH's claim to the purchase price is at risk due to the Customer's inability to pay, Sunconfex GmbH is entitled to refuse performance in accordance with the statutory provisions, and - if necessary after setting a deadline - to withdraw from the Contract (Section 321 BGB). In the case of Contracts for the manufacture of non-fungible Goods (customised products), Sunconfex GmbH may immediately declare its withdrawal; the statutory provisions regarding the dispensability of setting a deadline remain unaffected.

Artikel 8.

CANCELLATION

- 8.1 The Customer can only validly cancel the Order (i) either within 48 hours after the conclusion of the Contract, (ii) or after the expiry of the aforementioned period of 48 hours after the conclusion of the Contract, if the Order is not yet in production, by written notice. After these deadlines, the Customer is obliged to pay the full amount of the accepted Order to Sunconfex GmbH, without prejudice to the right to compensation for higher proven damages.
- 8.2 If Sunconfex GmbH is not (or no longer) able to fulfil the Order for objective reasons during the fulfilment of the Order, Sunconfex GmbH will inform the Customer of this within a reasonable period of time. Only if no alternative solution is available, Sunconfex GmbH will cancel the Contract and refund the money already paid to the Customer within fourteen (14) calendar days after this notification. The Customer is obliged to pay the full amount of the accepted Order to Sunconfex GmbH, without prejudice to the right to compensation for higher proven damages, if Sunconfex GmbH cancels or terminates the Contract due to a breach of duty by the Customer.

Artikel 9.

DELIVERY OF THE GOODS

- 9.1 Pickup by the Customer:
In case of agreed pickup by the Customer, delivery shall be made FCA (Incoterms® 2020) at the registered office of Sunconfex GmbH. The costs for pickup and receipt of the Goods shall be borne by the Customer.

9.2 Delivery by Sunconfex GmbH:

Unless expressly agreed otherwise, the Goods shall be delivered DAP (Incoterms® 2020) to the destination specified in the Order confirmation.

The mode of transport and the carrier commissioned by Sunconfex GmbH shall be determined by Sunconfex GmbH at its reasonable discretion.

The Customer expressly acknowledges that no all-risk transport insurance will be taken out, and that the transport is only covered by the carrier's standard transport insurance.

The Customer is responsible for ensuring that the delivery location is accessible and that the delivery can be accepted. Additional waiting times (including waiting times or other delays in delivery attributable to the Customer) will be charged to the Customer. Costs for unsuccessful delivery attempts and return transport (e.g. because the Goods are not accepted by the Customer) will always be charged to the Customer.

Partial deliveries may be made upon the Customers' express request and with the consent of Sunconfex GmbH. The additional costs for the (partial) delivery of the Goods will be invoiced separately to the Customer, unless expressly agreed otherwise.

9.3 The Customer acknowledges that Sunconfex GmbH will not commence production until Sunconfex GmbH has received all required and necessary data, specifications and instructions in this regard from the Customer in writing and/or electronically.

9.4 Unless expressly agreed otherwise, the delivery period is always non-binding.

9.5 Sunconfex GmbH shall in no event be liable for delays in delivery caused by breach of duty by the Customer or any other third party.

9.6 A delivery period shall not commence until all details of the execution have been clarified and both parties have agreed on the conditions of the Order. Agreed delivery dates shall be postponed accordingly. This applies in particular if the Customer requests changes to the Order. Compliance with the delivery obligation also presupposes the timely and proper fulfilment of the obligations incumbent on the Customer. This applies in particular to the timely and complete delivery of the documents to be supplied by the Customer, insofar as Sunconfex GmbH performs based on drawings, specifications, samples, requirements and/or other documents provided by the Customer. The right to plead non-performance of the Contract remains reserved.



Artikel 10.

CONFORMITY

- 10.1 The Customer's right to warranty claims under this contract require that the Customer has duly discharged his obligations of inspection and notification of defects in accordance with §§ 377, 381 HGB (German Commercial Code). If the Customer fails to inspect the Goods properly and/or to give notice of defects, Sunconfex GmbH's liability for the defect not notified, not notified in time or not notified properly is to be excluded in accordance with the statutory provisions. This also applies in the case of Goods which are intended for installation, mounting or assembly if the defect only becomes apparent after such processing as a result of the breach of one of these obligations; in this case, the Customer is in particular not entitled to claim reimbursement of the corresponding costs ("dismantling and assembly costs"). If the contractual relationship between Sunconfex GmbH and the Customer is a contract for work and services ("Werkvertrag"), § 377 HGB applies mutatis mutandis.
- 10.2 Notwithstanding Article 10.1, Sunconfex GmbH provides a warranty against defects in the delivered Goods for a period of five (5) years from the invoice date, provided that (i) the defect does not fall under the exclusions of Sunconfex GmbH's liability under Article 11.1, and (ii) the defect is reported by Customer to Sunconfex GmbH in writing or electronically within a period of one (1) month after discovery of the defect.
- 10.3 Upon discovery of a defect, the Customer is obliged to immediately cease using/processing the Goods in question and to do everything reasonably possible to prevent (further) damage, failing which the complaint will not be considered under the warranty liability.
- Submitting a complaint does not give the Customer the right to suspend his payment obligations. Sunconfex GmbH reserves the right to collect the Goods from the Customer in order to determine the defects and check the cause.
- Returns of Goods supplied by Sunconfex GmbH must be authorised in writing by Sunconfex GmbH in advance and in accordance with instructions given by Sunconfex GmbH. In the absence of such authorisation, all returns will be refused and all costs incurred will be charged to the Customer.
- 10.4 The warranty offered by Sunconfex GmbH to the Customer in the event of a justified complaint shall be limited, at Sunconfex GmbH's option and discretion, to (i) the (re-)production and delivery of the missing or defective Goods or (ii) the (partial) credit of the price of the missing or defective Goods.

Artikel 11.

LIABILITY

- 11.1 Subject to the provisions in Article 11.2, Sunconfex GmbH is only liable for damages – in the case of contractual, non-contractual or other damage claims, irrespective of the legal reason, in particular due to defects, default and impossibility, culpa in contrahendo and tort – in case of wilful intent and/or gross negligence, including wilful intent and/or gross negligence on the part of its representatives or vicarious agents. In addition, Sunconfex GmbH is also liable in the case of mild negligence, including mild negligence of its representatives and vicarious agents, for damages arising from the infringement of an essential contractual duty, i.e. a duty, the satisfaction of which makes the due implementation of the contract at all possible and which the Customer can therefore usually expect to be satisfied by Sunconfex GmbH (cardinal duty, “Kardinalpflicht”). If and to the extent that Sunconfex GmbH is not liable for wilfully infringing a duty, the liability for damages is, however, to be restricted to the foreseeable, typical damage.
- 11.2 Claims for damages arising from injury of life or limb or health as well as claims of the Customer pursuant to the German Product Liability Act (Produkthaftungsgesetz) and the special statutory provisions governing ultimate delivery of the Goods to a consumer as well as other mandatory statutory liability regulations are not affected by the liability exclusions and limitations set out in Article 11.1. The above liability exclusions and limitations also do not apply insofar as Sunconfex GmbH has fraudulently concealed a defect or insofar as Sunconfex GmbH is liable because of the assumption of a guarantee or of the risk of procurement (“Beschaffungsrisiko”).
- 11.3 Articles 11.1 to 11.2 also apply if the Customer demands reimbursement of futile expenses instead of a claim for damages.
- 11.4 Insofar as Sunconfex GmbH’s liability for damages is excluded or limited, this also applies with regard to personal liability for damages of its employees, representatives and vicarious agents which is based on the same legal reason.

Artikel 12.

RETENTION OF TITLE

- 12.1 Until full payment of all present and future claims of Sunconfex GmbH arising from the purchase agreement and/or from the current business relationship with the Customer (secured claims), Sunconfex GmbH reserves title to the sold Goods.

- 12.2 The Goods subject to reservation of title may neither be pledged to third parties nor assigned by way of security by the Customer before complete payment of the secured claims without explicit written consent by Sunconfex GmbH. In the case of pledges or other third party intervention, the Customer must notify Sunconfex GmbH immediately in writing so that Sunconfex GmbH may file an action pursuant to § 771 ZPO (German Code of Civil Procedure). Insofar as the action was successful and the third party is unable to reimburse Sunconfex GmbH the court and out-of-court costs of legal action pursuant to § 771 ZPO (German Code of Civil Procedure), the Customer is to be liable for the costs Sunconfex GmbH has sustained.
- 12.3 The Customer is entitled to resell the Goods delivered in the normal course of business. He herewith assigns to Sunconfex GmbH, however, all claims amounting to the final invoice amount (including value-added tax) of Sunconfex GmbH's claims which accrue from the resale vis-à-vis his customers or third parties, irrespective of whether the Goods purchased have been sold again with or without further processing. After such assignment the Customer also remains entitled to collect this claim. Sunconfex GmbH's right to collect this claim itself remains unaffected thereby. However, Sunconfex GmbH undertakes not to collect the claim provided that no bill or cheque protests are raised and the Customer fulfils his payment obligations arising from the proceeds received, the Customer is not in default of payment and, in particular, no application to initiate insolvency proceedings with regard to the Customer's assets has been filed. If this is the case, however, Sunconfex GmbH may demand that the Customer notifies Sunconfex GmbH of the claims assigned and their debtors, provides all details necessary for their collection, delivers the relevant documents and informs the debtors (third parties) of said assignment.
- 12.4 The processing or conversion by the Customer of the Goods subject to reservation of title is always deemed to be performed for Sunconfex GmbH and on its behalf. If the Goods subject to reservation of title are processed with other items/materials not belonging to Sunconfex GmbH, Sunconfex GmbH acquires co-ownership of the new article in a ratio of the value of the Goods subject to reservation of title to the other processed items/materials at the time of processing. In all other respects, the provisions applicable to the Goods subject to reservation of title also apply mutatis mutandis to the articles resulting from such processing.
- 12.5 If the Goods subject to reservation of title are mixed or joined inseparably with other items/materials not belonging to Sunconfex GmbH in such a way that they become major components of a uniform article, Sunconfex GmbH acquires co-ownership of the new article in a ratio of the value of the Goods subject to reservation of title to the other mixed or joined items/materials at the time of joining or mixing. If joining or mixing takes place in such a way that the Customer's article is to be regarded as the main item, it is already agreed here and now that the Customer transfers pro-rata co-ownership to Sunconfex GmbH. The Customer keeps the jointly held property thus produced in safe custody for Sunconfex GmbH. Furthermore, the same applies to the article resulting from such joining or mixing as to the Goods subject to reservation of title.

- 12.6 The Customer is obliged to treat the Goods subject to reservation of title carefully and in particular the Customer is obliged to adequately insure them against fire, water damage and theft at replacement value. If maintenance and inspection work is required, the Customer must carry this out in due time and at its own expense.
- 12.7 In the event of loss or damage to the Goods subject to reservation of title, the Customer hereby assigns to Sunconfex GmbH any claims to insurance payments existing in this connection in the amount of the final invoice (including value-added tax) of Sunconfex GmbH's claims with respect to the object of delivery by way of additional security in advance.
- 12.8 In case of deliveries abroad, if certain measures and/or declarations by either party are necessary to ensure the effectiveness of the above mentioned reservation of title and/or certain other rights referred to in the paragraphs above, the Customer is obliged to inform Sunconfex GmbH accordingly in writing or in text form and to take all necessary measures and/or make all necessary declarations without undue delay at its own expense. If the law of the country of import does not permit reservation of title to the Goods, the Customer is obliged to provide without undue delay ("unverzüglich") another appropriate security interest in the Goods or any other equivalent collateral based on equitable discretion (§ 315 BGB) at its own expense.
- 12.9 Sunconfex GmbH undertakes to release, at Customer's request, the securities due to Sunconfex GmbH if the realizable value of its securities exceeds the claims to be secured by more than 10 %; Sunconfex GmbH reserves the right to select the securities to be released.

Artikel 13.

FORCE MAJEUR

- 13.1 Neither party shall be liable for any failure to fulfil its obligations caused by force majeure. Cases of force majeure are contractually deemed to be the following: all external circumstances which were reasonably unforeseeable and unavoidable at the time of the conclusion of the Contract and which make the fulfilment of the Contract impossible by commercially reasonable means even by the exercise of the utmost care reasonably to be expected under the circumstances (such as, but not limited to, war, natural events, fire, confiscation, delays in or insolvency of third parties to which Sunconfex GmbH has recourse, general shortage of raw materials or Goods, shortage of personnel, strike, lockout, organisational company circumstances as well as threats, acts of terrorism, official measures, pandemics or epidemics as well as measures to combat them, machine damage or other disruptions in the operations of Sunconfex GmbH or its suppliers/subcontractors for which Sunconfex GmbH is not responsible and which are demonstrably of significant influence).
- 13.2 The above-mentioned situations authorise a request for suspension of the Contract for the duration of the force majeure or disruption event by simple written notification.

If the force majeure situation lasts longer than two (2) months, the parties shall be entitled to terminate the Contract without any obligation to pay damages, provided that the terminating party has complied with its aforementioned obligation to inform.

- 13.3 The above does not apply in favour of Sunconfex GmbH if it has assumed a delivery guarantee or the procurement risk for the service concerned.

Artikel 14.

MISCELLANEOUS

- 14.1 If any provision or part of a provision of these General Terms and Conditions or of a Contract, that does not affect the essential content of these General Terms and Conditions or the Contract, is declared invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions of the General Terms and Conditions or the Contract shall not be affected.

In such a case, the (part of the) invalid provision is automatically replaced by an enforceable and legally valid provision that comes as close as possible to the purpose and intention of the original provision.

- 14.2 The processing of personal data by Sunconfex GmbH in relation to a (potential) customer and/or its personnel is carried out in accordance with the provisions of Sunconfex GmbH's privacy policy, which can be viewed on the website.

By purchasing the Goods or concluding a contract with Sunconfex GmbH, the Customer confirms that he has taken note of this data protection declaration and accepts it.

Artikel 15.

APPLICABLE LAW AND PLACE OF JURISDICTION

- 15.1 The conclusion, validity, interpretation and performance of contracts with Sunconfex GmbH is governed exclusively by German law, to the exclusion of international private law and the Vienna Sales Convention.
- 15.2 The exclusive place of jurisdiction for disputes concerning the conclusion, validity, interpretation or execution of contracts with Sunconfex GmbH is the registered office of Sunconfex GmbH. Sunconfex GmbH is also entitled to sue the Customer at any legal place of jurisdiction.

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