



GENERAL TERMS AND CONDITIONS SUNCONFEX BELGIUM

These general terms and conditions (hereinafter "General Terms and Conditions") apply to all agreements (as defined below) concluded by SUNCONFEX BELGIUM (with registered office located at Dehemlaan 27, 8900 Ypres (Belgium) and registered with the Crossroads Bank for Enterprises with the company number 0875.026.508 (hereinafter "Sunconfex Belgium") and the Client (as defined below).

Mail: info@sunconfex.eu

Tel.: +32 57 22 12 21

Website: <https://www.sunconfex.eu/>



SUNCONFEX BELGIUM

GENERAL TERMS AND CONDITIONS

ARTICLE 1.		
DEFINITIONS	_____	03
ARTICLE 2.		
APPLICABILITY	_____	04
ARTICLE 3.		
OFFER AND PRICES	_____	04
ARTICLE 4.		
CONCLUSION OF THE AGREEMENT	_____	05
ARTICLE 5.		
CUSTOM-MADE GOODS	_____	05
ARTICLE 6.		
EXECUTION OF THE AGREEMENT	_____	06
ARTICLE 7.		
PAYMENT	_____	07
ARTICLE 8.		
RESCISSION	_____	08
ARTICLE 9.		
DELIVERY OF GOODS	_____	08
ARTICLE 10.		
CONFORMITY	_____	09
ARTICLE 11.		
LIABILITY	_____	10
ARTICLE 12.		
RETENTION OF TITLE	_____	12
ARTICLE 13.		
COMPENSATION	_____	12
ARTICLE 14.		
FORCE MAJEURE	_____	12
ARTICLE 15.		
MISCELLANEOUS	_____	13
ARTICLE 16.		
APPLICABLE LAW AND COMPETENT COURT	_____	13



ARTICLE 1.

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

"Client"	any company, as well as any person who places an Order with Sunconfex Belgium in the name or on behalf of a company;
"Good(s)"	all goods that are part of the Sunconfex Belgium product range;
"Order(s)"	a (written) order from the Client to deliver a Good;
"Offer"	a written offer from Sunconfex Belgium to deliver a Good;
"Agreement(s)"	(i) any written agreement entered into between, and signed by, Sunconfex Belgium and the Client, including, but not limited to, agreements for the sale of Goods; (ii) any Offer accepted by the Client 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 Belgium.

ARTICLE 2.

APPLICABILITY

- 2.1 By concluding an Agreement with Sunconfex Belgium, the Client declares that he has read and understands the General Terms and Conditions in their entirety, and the Client irrevocably agrees to the content of the General Terms and Conditions and their application to all Agreements and legal relationships with Sunconfex Belgium.
- 2.2 These General Terms and Conditions, together with the content of the Agreement, govern the legal relationship between Sunconfex Belgium and the Client.
- 2.3 In the event of a conflict between the General Terms and Conditions, on the one hand, and an Agreement, Offer or Order between Sunconfex Belgium and the Client, on the other hand, the provisions of the Agreement, Offer and/or Order shall prevail.
- 2.4 Deviations from these General Terms and Conditions are only possible with prior, explicit and written agreement between Sunconfex Belgium and the Client.

ARTICLE 3.

OFFER AND PRICES

- 3.1 The sending of catalogues, price lists, price estimates, brochures, advertisements, newsletters and/or any information on the website of Sunconfex Belgium cannot be considered by the Client as a binding offer on the part of Sunconfex Belgium, unless explicitly stated otherwise. The stated price, description, properties, colours and/or images of the Goods are purely indicative and non-binding for Sunconfex Belgium.
- 3.2 An Offer is only valid for the specific Order and the Goods expressly mentioned therein, and therefore does not automatically apply to subsequent (similar) orders. An Offer is also only valid for the duration as stated on the Offer, unless expressly agreed otherwise. If no duration is stated on the Offer, the validity period of the Offer is limited to two (2) months.
- 3.3 All prices are expressed in euros and are exclusive of VAT and other taxes and (import) levies, any insurance and administration costs, delivery and shipping costs, unless explicitly agreed otherwise.
- 3.4 Sunconfex Belgium reserves the right, even after the confirmation, to adjust the prices shown in the Agreement, Offer or Order (or confirmation thereof by Sunconfex Belgium) (i) in the event of changes to the information or data provided by the Client, or if this information or data would be incorrect or incomplete; (ii) if the price of the materials, raw materials or Goods purchased by Sunconfex

Belgium from third parties would be increased or such materials, raw materials or Goods would be (temporarily) unavailable; and/or (iii) in the event of an increase in wage costs, social security contributions, taxes, energy prices or more generally the prices of the goods or services purchased by Sunconfex Belgium. In addition, Sunconfex Belgium also reserves the right to correct material errors in the Agreement, Offer, Order or confirmation.

ARTICLE 4.

CONCLUSION OF THE AGREEMENT

- 4.1 An Agreement is only concluded after confirmation of the Order by a person authorised to bind Sunconfex Belgium, or by execution of the order by Sunconfex Belgium.
- 4.2 Acceptance of Order(s) is subject to the availability of the Goods ordered. Sunconfex Belgium strives to fulfil all Orders of the Client. However, Sunconfex Belgium is not liable if certain Order(s) cannot be executed because the ordered Goods are not available (in time), in which case Sunconfex Belgium will send an "order receipt" (and therefore not an order confirmation) to the Client. As soon as the Goods are available again, Sunconfex Belgium will send an order confirmation to the Client (cf. article 4.1).
- 4.3 Sunconfex Belgium always reserves the right to request additional information regarding the Client, its activities or creditworthiness and – in the absence of notification thereof – to refuse, suspend or demand full prepayment of the Order.

ARTICLE 5.

CUSTOM-MADE GOODS

- 5.1 Sunconfex Belgium is only bound by the Client's specific instructions with which the Goods must comply if these specific instructions are included in the electronic order confirmation from Sunconfex Belgium.
- 5.2 The Client bears the final responsibility for the dimensions supplied by it. Sunconfex Belgium takes over the dimensions from the Client without accepting any responsibility in this regard. In the event that the dimensions or other specifications of the Goods change after the conclusion of the Agreement, Sunconfex Belgium is entitled to pass on any additional costs to the Client, in particular when production has already started or in case a change in dimensions is only detected during processing.
- 5.3 Except in the case of intent and gross negligence on the part of Sunconfex Belgium, difficulties or

delays during the execution caused by a lack of timely information or assistance from the Client, will extend the delivery times and increase the price with the additional costs incurred.

ARTICLE 6.

EXECUTION OF THE AGREEMENT

- 6.1 The Agreement only applies to the Goods as described in the electronic order confirmation from Sunconfex Belgium. Any changes and/or additions to the Order after the conclusion of the Agreement are only valid after written agreement from Sunconfex Belgium. The Client acknowledges that such changes and/or additions may have an impact on the price and delivery times.
- 6.2 The Client has no recourse against Sunconfex Belgium in the event of minor modifications made to the Goods, if these are technically necessary or result from the evolution in the technique, technology, production and aesthetics. The foregoing applies on the condition that these changes are only in detail and do not affect the specific functional and external characteristics that are essential to the Client.
- 6.3 The Client expressly acknowledges that minor deviations in dimensions may occur during the production of the Goods and that the Goods – depending on the type of fabric – may experience limited shrinkage due to environmental factors (such as temperature, humidity, sunlight, etc.) and aging. This shrinkage is normal for textile materials, falls within acceptable tolerances, and cannot be considered a production defect.
- The Client confirms that it cannot hold Sunconfex Belgium liable for this.
- The Client will take this into account when communicating the desired dimensions and build in a margin for limited deviations from the dimensions.
- 6.4 The Client further acknowledges that slight colour deviations between the Goods or in relation to the sample books are possible and confirms that this does not entitle it to claim the dissolution of the Agreement, to refuse delivery and/or payment, or to claim any compensation or compensation.

ARTICLE 7.

PAYMENT

- 7.1 Sunconfex Belgium reserves the right to request full or partial payment before proceeding with the execution of an Order.
- 7.2 In any case, the failure to pay the advance on time will lead to the suspension of the delivery period. In the event that the Client fails to pay even after a reminder, Sunconfex Belgium reserves the right to cancel the entire or partial Order.
- 7.3 Without prejudice in the event of an advance payment and unless expressly agreed otherwise, Sunconfex Belgium's invoices are payable in full by the Client (by bank transfer) within thirty (30) calendar days following the invoice date and without discount.
- 7.4 Invoices must be protested by the Client by registered letter within seven (7) calendar days following the invoice date and in any event before the processing of the Goods and stating the invoice date, number and a detailed justification.
- 7.5 Partial payments by the Client are always accepted subject to all reservations and without any adverse acknowledgement, and are first allocated to the collection costs, then to the damage clause, the interest due and finally to the principal, which is allocated in priority to the oldest outstanding principal amount.
- 7.6 In the event of non-payment or late payment of (or not part of) the invoice by the Client on the due date:
- will be charged by operation of law, without prior notice of default, a default interest of 1% per overdue month, whereby each month started will be considered to have expired completely. In addition, the amount due is increased by all collection costs of Sunconfex Belgium related to the collection of the debt, as well as by 10% of the price (excl. VAT), with a min. of € 1,000, by way of lump sum damages, without prejudice to the right to compensation for higher proven damage;
 - Sunconfex Belgium reserves the right to immediately stop any further delivery and to consider other Orders as cancelled without any notice of default, in which case article 8.2 will apply;
 - this entails the immediate due and payable of all other invoices, even those that are not yet due and all permitted payment terms expire.
- 7.7 The last two measures referred to in Article 7.6 shall also apply in the event of imminent bankruptcy, judicial or amicable dissolution, cessation of payment, as well as any other fact indicating the insolvency of the Client.

ARTICLE 8.

RESCISSION

- 8.1 The Client can only validly cancel the Order (i) either within 48 hours following the conclusion of the Agreement, (ii) or after the aforementioned period of 48 hours following the conclusion of the Agreement if the Order is not yet in production, and this by means of written notification. After these periods, the Client owes the full amount of the accepted Order to Sunconfex Belgium and this without prejudice to the right to compensation for higher proven damage.
- 8.2 If Sunconfex Belgium is not (or no longer) able to execute the Order during the execution of the Order, for objective reasons, Sunconfex Belgium will inform the Client of this within a reasonable period of time. Only if no alternative solution is available, Sunconfex Belgium will cancel the Agreement and refund the monies already paid to the Client within fourteen (14) calendar days after the aforementioned notification, without the Client being entitled to any additional compensation. The Client owes the full amount of the accepted Order to Sunconfex Belgium and this without prejudice to the right to compensation for higher proven damage if Sunconfex Belgium cancels or terminates the Agreement due to incorrect execution by the Client.

ARTICLE 9.

DELIVERY OF GOODS

- 9.1 Pick-up by the Client:
At the explicit request of the Client, the Goods are delivered "Free Carrier" (Incoterms® 2020) to the registered office of Sunconfex Belgium. The costs of collection and receipt are at the expense of the Client.
- 9.2 Delivery by Sunconfex Belgium:
Unless expressly agreed otherwise, the Goods are always delivered "Delivered At Place" (Incoterms® 2020) to the place of destination as determined in the order confirmation.
The way in which the transport takes place and who it calls on is determined by Sunconfex Belgium in a reasonable manner.
The Client expressly acknowledges that no all-risk transport insurance is taken out, and that the transport is only covered by the carrier's standard transport insurance.
The Client is responsible for ensuring that the place where delivery is to be made is accessible and open for delivery. Additional unloading time (including waiting time or any other delay in delivery

attributable to the Client) will be charged to the Client. Lost movements and return shipments (including because the Goods are not received by the Client) will always be charged to the Client.

At the express request of the Client and with the agreement of Sunconfex Belgium, partial delivery of an Order can be proceeded with. The additional costs for the (partial) delivery of the Goods will, unless expressly agreed otherwise, be charged separately to the Client.

- 9.3 The Client acknowledges that Sunconfex Belgium will only start production as soon as it has received all required and necessary data, specifications and instructions in this regard in writing and/or electronically from the Client.
- 9.4 Unless expressly agreed otherwise, the delivery time is always approximate and not binding. Exceeding the prescribed period can therefore not give rise to a penalty, damages, substitution or termination of the Agreement at the expense of Sunconfex Belgium.
- 9.5 A defective, late or incomplete delivery cannot justify either non-payment or late payment of the amounts due by the Client.
- 9.6 Sunconfex Belgium is in no way liable for delays in delivery incurred as a result of the default of suppliers of Sunconfex Belgium, the Client or any other third party.
- 9.7 The delivery times expire automatically, in case of:
- Sunconfex Belgium does not have all the necessary data, specifications and instructions from the Client in a timely manner;
 - there are still outstanding claims on the part of the Client pursuant to Articles 7.1 and 7.5;
 - of changes to the Order;
 - force majeure in application of Article 14.

ARTICLE 10.

CONFORMITY

- 10.1 The Client must carry out an initial verification upon delivery of the Goods, which shall include, but is not limited to the correct location(s), quantity, dimensions, colour, finish, conformity of the delivery, and visible defects. Complaints shall, under penalty of forfeiture, only be considered if the Client has noted them on the signed CMR consignment note of the carrier or, failing that, has notified Sunconfex Belgium in writing or electronically within 48 hours after the Goods have been delivered and/or, in the case of a visible defect that only becomes apparent when the Goods are unrolled (e.g., a weaving defect), within 48 hours of discovering the defect.

If no complaints are communicated within the aforementioned timeframes, the Client shall be deemed to have accepted the delivery.



- 10.2 Sunconfex Belgium's liability for any latent defects in the Goods delivered by Sunconfex Belgium is limited to latent serious defects, provided that the defect is notified to Sunconfex Belgium in writing or electronically by the Client within one (1) month of the delivery of the Goods.
- 10.3 Notwithstanding Articles 10.1 and 10.2, Sunconfex Belgium provides a five (5) year warranty on the delivered Goods starting from the invoice date, provided that (i) the damage does not fall under the exclusions of liability as set out in Article 11.1, and (ii) the defect is notified to Sunconfex Belgium in writing or electronically by the Client within one (1) month of the defect being discovered..
- 10.4 Upon discovering any defect, the Client is obliged to immediately cease the use/processing of the relevant Goods and to take all reasonable measures to prevent (further) damage, failing which the complaint shall be deemed inadmissible.
- Filing a complaint does not entitle the Client to suspend its payment obligations.
- Sunconfex Belgium reserves the right to collect the Goods from the Client in order to assess the defects and investigate their cause.
- Any return of the Goods delivered by Sunconfex Belgium must first be approved in writing by Sunconfex Belgium and must be carried out in accordance with Sunconfex Belgium's instructions. In the absence of such approval, all returns will be refused, and all resulting costs will be charged to the Client.
- 10.5 The warranty offered by Sunconfex Belgium to the Client in the event of a valid complaint is, at Sunconfex Belgium's sole discretion, limited to either (i) the (re)production and delivery of the missing or defective Goods, or (ii) a (partial) credit of the price of the missing or defective Goods.

ARTICLE 11.

LIABILITY

- 11.1 Except in the case of fraud or deliberate fault on the part of Sunconfex Belgium, or a fault that endangers life or physical integrity, Sunconfex Belgium shall not be liable in any event for:
- damages caused directly or indirectly by an act of the Client or of a third party, whether caused by fault or negligence, including but not limited to:
 - (i) improper or negligent handling, processing and/or placement of the Goods,
 - (ii) failure to comply with the advice given by Sunconfex Belgium,
 - (iii) abnormal, injudicious or extraordinary use, load and normal wear and tear of the Goods,
 - stains, discoloration, slight shrinkage or other changes to the Goods due to environmental factors;

- slight colour deviations and/or discolouration between the Goods or in relation to the sample books and/or limited deviations from the dimensions of the Goods.
- consequential damage caused by further use, processing and/or placement of the Goods after the discovery of a defect, or additional damage resulting from the Client's failure to take all reasonable measures to prevent (further) damage;
- immaterial, indirect or consequential damage, including but not limited to loss of profit, loss of revenue, production limitations, administrative or personnel costs, increase in general expenses, reputational damage, loss of clients, loss of data, or third-party claims.

11.2 Notwithstanding Article 11.1, Sunconfex Belgium shall be liable for damage caused by a defect in the Goods under the Act of 25 February 1991 on Product Liability. This includes damage to persons, including moral damage, and damage to property, subject to a deductible of 500 euros. Damage to the defective Goods themselves is excluded.

11.3 If Sunconfex Belgium is held liable on the basis of the Act of 25 February 1991 on Product Liability, Sunconfex Belgium is not to be held liable if:

- the damage was caused by the fault of the victim or a person for whom the victim is responsible, including when the damage is clearly the result of improper use of the Goods, and
- the damage was caused by a defect that did not exist at the time the Goods were placed on the market, nor when it was impossible to detect the existence of the defect.

11.4 Except for product liability, Sunconfex Belgium's liability shall in any event be limited to the invoice value of the Goods, with a maximum of 2,500,000 euros.

11.5 The right of a victim to compensation shall expire ten (10) years after the date on which the Goods were placed on the market.

The claim of the victim shall be time-barred three (3) years after the date on which the damage should reasonably have been discovered.

11.6 In the event of an organised recall of the delivered Goods, the Client is obliged to cooperate and not further distribute the Goods. Any damage arising from the further distribution of the Goods after such a recall action may not be claimed from Sunconfex Belgium.

11.7 To the fullest extent permitted by law, the Client is obliged to indemnify Sunconfex Belgium against any extracontractual claims from third-party contractors of the Client. This can include the following provision: "To the fullest extent permitted by law, the Parties exclude extracontractual claims against each other and against (direct and indirect) agents of the other Party for damage caused by the non-performance of any obligation under this Agreement. These agents are third-party beneficiaries of this provision."

ARTICLE 12.

RETENTION OF TITLE

- 12.1 The Goods supplied by Sunconfex Belgium to the Client remain the property of Sunconfex Belgium until the full payment of the price, including any interest and damages, has been made, allowing Sunconfex Belgium to claim their return if necessary, notwithstanding the fact that the risk of damage or loss generally passes to the Client at the time of delivery as specified in Article 9.2.
- 12.2 In the event the Goods are processed, the processed goods shall replace the delivered Goods. Likewise, in the case of resale of the Goods – whether processed or not – the right to the resulting sale price shall also replace the Goods.
- 12.3 It is agreed between the parties that the various transactions/contracts between them shall be considered as part of a single economic whole and that Sunconfex Belgium shall always retain ownership of the Goods currently in the possession of the Client, as long as the Client has an outstanding debt to Sunconfex Belgium.

ARTICLE 13.

COMPENSATION

- 13.1 In accordance with the Law of 15 December 2004 on Financial Collateral, Sunconfex Belgium and the Client automatically and by operation of law set off and offset all existing and future mutual debts.
- 13.2 This set-off is, in any case, enforceable against the receiver and other concurrent creditors, who cannot oppose it.

ARTICLE 14.

FORCE MAJEURE

- 14.1 Neither party shall be liable for a failure to perform its obligations caused by force majeure. The following shall be considered as cases of force majeure: all circumstances which were unforeseeable at the time of entering into the Agreement and which are unavoidable, creating an impossibility to perform the Agreement (including but not limited to war, natural disasters, fire, seizure, delays or bankruptcy of third parties relied upon by Sunconfex Belgium, general scarcity of raw materials or Goods, labour shortages, strikes, lockouts, organisational business conditions, and threats or acts of terrorism)

14.2 The aforementioned situations entitle the requesting party to seek the revision and/or suspension of the Agreement by simple written notice.

If the force majeure situation lasts for more than two (2) months, both parties shall have the right to terminate the Agreement without any compensation being due.

ARTICLE 15.

MISCELLANEOUS

15.1 If any provision or part of a provision of the Agreement, which does not affect the essence of the Agreement, is declared invalid, illegal, or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of the Agreement. In such case, the invalid provision (or part thereof) shall be automatically replaced by an enforceable and legally valid provision that closely reflects the purpose and intent of the original provision

15.2 The processing of personal data by Sunconfex Belgium concerning a (potential) Client and/or its personnel shall be carried out in accordance with the provisions of Sunconfex Belgium's privacy statement, which can be consulted on the website.

By purchasing the Goods or entering into an Agreement with Sunconfex Belgium, the Client acknowledges having read and accepted this privacy statement.

15.3 The original language of these general terms and conditions is Dutch. In the event of any discrepancies, the Dutch version shall prevail.

ARTICLE 16.

APPLICABLE LAW AND COMPETENT COURT

16.1 The formation, validity, interpretation, and performance of Agreements with Sunconfex Belgium shall be exclusively governed by Belgian law, to the exclusion of private international law, the United Nations Convention on Contracts for the International Sale of Goods, and all similar or comparable national or international provisions.

16.2 Disputes concerning the formation, validity, interpretation, or performance of Agreements with Sunconfex Belgium shall be exclusively and finally settled by the competent courts of the district in which Sunconfex Belgium has its registered office, unless Sunconfex Belgium expressly opts otherwise.



www.sunconfex.eu



SUNCONFEX GROUP

Sunconfex bv

Dehemlaan 27,
8900 Ypres
Belgium
T: +32 57 22 12 21
E: sales@sunconfex.eu

Solaye Fabrics bv

Dehemlaan 27
8900 Ypres
Belgium
T: +32 57 22 01 30
E: sales@solayefabrics.eu
www.solayefabrics.eu

Sunconfex GmbH

An der Rollbahn 2,
89340 Leipheim
Germany
T: +49 8221 200 700
E: sales@sunconfex.eu

Contact

SUNCONFEX BELGIUM



Dehemlaan 27 - 8900 Ypres - Belgium



+32 57 22 12 21



sales@sunconfex.eu