

GENERAL TERMS AND CONDITIONS SOLAYE FABRICS

These general terms and conditions (hereinafter "General Terms and Conditions") apply to all agreements (as defined below) concluded by SOLAYE FABRICS (with registered office located at Dehemlaan 27, 8900 Ypres (Belgium) and registered with the Crossroads Bank for Enterprises with the company number 0544.463.671 (hereinafter "Solaye Fabrics") and the Client (as defined below).

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SOLAYE FABRICS

GENERAL TERMS AND CONDITIONS

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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 Solaye Fabrics in the name or on behalf of a company;
"Good(s)"	all goods that are part of the Solaye Fabrics product range;
"Order(s)"	a (written) order from the Client to deliver a Good;
"Offer"	a written offer from Solaye Fabrics to deliver a Good;
"Agreement(s)"	(i) any written agreement entered into between, and signed by, Solaye Fabrics 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 Solaye Fabrics.

ARTICLE 2.

APPLICABILITY

- 2.1 By concluding an Agreement with Solaye Fabrics, 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 Solaye Fabrics.
- 2.2 These General Terms and Conditions, together with the content of the Agreement, govern the legal relationship between Solaye Fabrics 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 Solaye Fabrics 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 Solaye Fabrics 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 Solaye Fabrics cannot be considered by the Client as a binding offer on the part of Solaye Fabrics, unless explicitly stated otherwise. The stated price, description, properties, colours and/or images of the Goods are purely indicative and non-binding for Solaye Fabrics.
- 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 Solaye Fabrics reserves the right, even after the confirmation, to adjust the prices shown in the Agreement, Offer or Order (or confirmation thereof by Solaye Fabrics) (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 Solaye Fabrics 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 Solaye Fabrics. In addition, Solaye Fabrics 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 Solaye Fabrics, or by execution of the order by Solaye Fabrics.
- 4.2 Acceptance of Order(s) is subject to the availability of the Goods ordered. Solaye Fabrics strives to fulfil all Orders of the Client. However, Solaye Fabrics is not liable if certain Order(s) cannot be executed because the ordered Goods are not available (in time), in which case Solaye Fabrics will send an "order receipt" (and therefore not an order confirmation) to the Client. As soon as the Goods are available again, Solaye Fabrics will send an order confirmation to the Client (cf. article 4.1).
- 4.3 Solaye Fabrics 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 Solaye Fabrics 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 Solaye Fabrics.
- 5.2 The Client bears the final responsibility for the dimensions supplied by it. Solaye Fabrics 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, Solaye Fabrics 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 Solaye Fabrics, 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 Solaye Fabrics. Any changes and/or additions to the Order after the conclusion of the Agreement are only valid after written agreement from Solaye Fabrics. The Client acknowledges that such changes and/or additions may have an impact on the price and delivery times.
- 6.2 The Client expressly acknowledges that the Goods – depending on the type of material – may shrink to a limited extent due to environmental factors (influenced by temperature, humidity, sunlight, etc.) and aging. Shrinkage is normal for textile materials, falls within acceptable tolerances, and cannot be considered a processing defect.
- The Client confirms that they cannot hold Solaye Fabrics liable for this.
- The Client shall take this into account when providing the desired dimensions and include a margin for minor deviations in size.
- 6.3 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 Solaye Fabrics 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, Solaye Fabrics 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, Solaye Fabrics'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 Solaye Fabrics 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;
 - Solaye Fabrics 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 within 24 hours after the order confirmation, by means of written notification. After this period, the Client owes the full amount of the accepted Order to Solaye Fabrics and this without prejudice to the right to compensation for higher proven damage.
- 8.2 If Solaye Fabrics is not (or no longer) able to execute the Order during the execution of the Order, for objective reasons, Solaye Fabrics will inform the Client of this within a reasonable period of time. Only if no alternative solution is available, Solaye Fabrics 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 Solaye Fabrics and this without prejudice to the right to compensation for higher proven damage if Solaye Fabrics 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 Solaye Fabrics. The costs of collection and receipt are at the expense of the Client.

9.2 Delivery by Solaye Fabrics:

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 Solaye Fabrics 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 Solaye Fabrics, 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 Solaye Fabrics 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 Solaye Fabrics.

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 Solaye Fabrics is in no way liable for delays in delivery incurred as a result of the default of suppliers of Solaye Fabrics, the Client or any other third party.

- 9.7 The delivery times expire automatically, in case of:
- Solaye Fabrics 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 Articles 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 Solaye Fabrics 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 and any claim in this respect by the Client shall irrevocably lapse.

- 10.2 Solaye Fabrics's liability for any latent defects in the Goods delivered by Solaye Fabrics is limited to latent serious defects, provided that the defect is notified to Solaye Fabrics 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, Solaye Fabrics 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 Solaye Fabrics 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.
- Solaye Fabrics 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 Solaye Fabrics must first be approved in writing by Solaye Fabrics and must be carried out in accordance with Solaye Fabrics'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 Solaye Fabrics to the Client in the event of a valid complaint is, at Solaye Fabrics'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 Solaye Fabrics, or a fault that endangers life or physical integrity, Solaye Fabrics 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 Solaye Fabrics,
 - (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, Solaye Fabrics 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 Solaye Fabrics is held liable on the basis of the Act of 25 February 1991 on Product Liability, Solaye Fabrics 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, Solaye Fabrics'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 Solaye Fabrics.
- 11.7 To the fullest extent permitted by law, the Client is obliged to indemnify Solaye Fabrics 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 Solaye Fabrics to the Client remain the property of Solaye Fabrics until the full payment of the price, including any interest and damages, has been made, allowing Solaye Fabrics 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 Solaye Fabrics shall always retain ownership of the Goods currently in the possession of the Client, as long as the Client has an outstanding debt to Solaye Fabrics.

ARTICLE 13.

COMPENSATION

- 13.1 In accordance with the Law of 15 December 2004 on Financial Collateral, Solaye Fabrics 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 Solaye Fabrics, 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 Solaye Fabrics concerning a (potential) Client and/or its personnel shall be carried out in accordance with the provisions of Solaye Fabrics's privacy statement, which

can be consulted on the website.

By purchasing the Goods or entering into an Agreement with Solaye Fabrics, 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 Solaye Fabrics 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 Solaye Fabrics shall be exclusively and finally settled by the competent courts of the district in which Solaye Fabrics has its registered office, unless Solaye Fabrics expressly opts otherwise.



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