

Stûv sa

General terms and conditions of sale

1. SCOPE OF APPLICATION – ENFORCEABILITY – FORMATION OF THE CONTRACT

1.1. These General Terms and Conditions (hereinafter the “GTC”) govern all contracts concluded by Stûv SA (hereinafter “Stûv”) with any B2B customer, whether Belgian or foreign (hereinafter the “B2B Customer”), regardless of the destination of the product or products (hereinafter the “Product” or the “Products”), whether in Belgium or abroad.

1.2. The GTC constitute an essential element of the contract and their applicability was a condition for its formation. Consequently, no derogation shall apply unless Stûv has expressly agreed thereto in writing beforehand. In such case, the present GTC shall remain applicable on a supplementary basis.

1.3. Any reference to these GTC in a document issued by Stûv or on Stûv’s extranet module renders these GTC enforceable.

1.4. The acceptance by Stûv of purchase orders or the sending of an order confirmation to the B2B Customer implies acceptance of these GTC and of the specific conditions published on the extranet module. However, these GTC shall not prejudice the specific conditions defined on the extranet module for each B2B Customer, who expressly acknowledges having taken cognisance thereof.

1.5. Stûv reserves the right to amend these GTC at any time and without prior notice. Such amendments shall be enforceable against the B2B Customer as from their communication or publication. Consequently, each sale shall be governed by the GTC in force on the date thereof.

2. CONCLUSION OF THE CONTRACT

The contract shall be concluded once Stûv has acknowledged receipt of an order through the extranet module or by fax. An order accepted by Stûv may neither be modified nor cancelled without the prior written consent of Stûv.

3. DELIVERY

3.1. Stûv undertakes to deliver the Product(s) within the timeframe agreed in the purchase order.

3.2. Delivery periods shall commence upon written confirmation of the order by Stûv, provided that the order is complete.

3.3. Delivery periods are indicative only and without commitment, unless expressly agreed otherwise. Exceeding delivery periods shall not entitle the B2B Customer to cancel the order or claim damages.

3.4. Under no circumstances shall Stûv be bound to comply with delivery periods:

- in cases of force majeure pursuant to Article 8 of these GTC;
- if payment conditions are not complied with by the B2B Customer;
- if modifications to the initial order have been unilaterally decided by the B2B Customer;
- if the B2B Customer has failed to provide within the agreed timeframe all elements necessary for the production of the Product, such as tools, materials, plans or technical information.

3.5. Goods are always dispatched and transported at the sole risk of the B2B Customer.

4. PAYMENT TERMS

4.1. Stûv invoices are payable within the period defined in the specific conditions published on the extranet module and to which the B2B Customer irrevocably agrees. All recovery costs, including legal fees and lawyers’ fees, shall be borne exclusively by the B2B Customer.

4.2. Any invoice dispute must be submitted in writing within eight days from the sending thereof. The claim shall always specify the date and number of the disputed invoice.

In the event of non-payment:

- interest at the rate of 12% per annum shall automatically accrue on the invoice amount;
- a fixed indemnity equal to 15% of the invoice amount, with a minimum of EUR 150.00, shall also be due;
- Stûv reserves the right to suspend the performance of its obligations, including ongoing deliveries.

4.3. Amicable or judicial payment extensions or the issuance of bills of exchange shall not prejudice the application of the fixed indemnity and late payment interest.

4.4. Any failure to comply with a due date or any default in payment of a single bill of exchange shall automatically render all outstanding amounts immediately due and payable.

4.5. No representative shall be authorised to collect sums due by a B2B Customer unless expressly empowered thereto by a specific written mandate issued by Stûv.

5. RETENTION OF TITLE AND TRANSFER OF RISKS

5.1. The B2B Customer expressly acknowledges that Stûv shall remain the owner of the Products sold until full payment of the purchase price, notwithstanding any delivery thereof.

5.2. The B2B Customer undertakes to return the Products to Stûv upon first request and authorises Stûv to repossess the Products if they remain in its possession or in the possession of the final purchaser and are in good condition.

5.3. Risks relating to the Products sold shall transfer to the B2B Customer upon delivery.

6. AFTER-SALES SERVICE

The B2B Customer undertakes to ensure an efficient installation and after-sales service in compliance with applicable laws and regulations and consistent with the image conveyed by Stûv in terms of reliability and quality.

7. NON-EXCLUSIVITY CLAUSE

7.1. The B2B Customer acknowledges being fully aware of the presence of other Stûv distributors in the vicinity of its place of business or elsewhere. It waives any exclusivity rights vis-à-vis Stûv unless expressly agreed otherwise in writing by Stûv.

7.2. The B2B Customer undertakes to sell the goods purchased from Stûv exclusively to end consumers, within the physical premises of its business and within the previously defined geographical area.

7.3. The B2B Customer undertakes not to sell Stûv products via the internet, mail order or any other unauthorised sales channel.

7.4. Any derogation from this provision shall be subject to Stûv's prior written consent.

7.5. In the event of breach of this provision, Stûv shall be entitled to terminate the commercial relationship without notice or compensation.

8. FORCE MAJEURE

8.1. Circumstances such as strikes, fire, accidents, technical incidents, internal organisational difficulties within Stûv or any similar event shall constitute force majeure whenever they delay the performance of Stûv's obligations for more than 60 days. In such cases, Stûv shall be released from all obligations and liabilities without having to prove the unforeseeable or irresistible nature of the circumstances invoked.

8.2. The agreement shall automatically terminate, without prior notice of default, in the event of bankruptcy, insolvency or liquidation of the B2B Customer.

9. WARRANTY

9.1. The B2B Customer acknowledges that the warranty provided by Stûv is limited to the statutory warranty.

9.2. The B2B Customer may not incur repair or sorting costs without Stûv's prior consent.

9.3. The warranty is expressly limited to the free repair or replacement of defective parts.

9.4. The warranty shall never cover defects arising from materials or parts supplied by the B2B Customer or from a design imposed thereby.

9.5. Any repair, modification or dismantling carried out by the B2B Customer shall automatically result in forfeiture of the warranty.

9.6. Warranty conditions shall be interpreted strictly.

9.7. Stûv shall under no circumstances be liable for production losses, loss of profits, loss of contracts or any other indirect material damage.

10. INTELLECTUAL PROPERTY

10.1. The B2B Customer expressly acknowledges that Stûv shall remain the sole owner of all intellectual property rights relating to its Products.

10.2. By purchasing the Products, the B2B Customer acquires no intellectual property rights whatsoever.

11. SEVERABILITY CLAUSE

The invalidity or illegality of any clause contained in these GTC or in any specific agreement concluded between Stûv and the B2B Customer shall not affect the validity of the remaining clauses.

12. DISPUTE RESOLUTION – APPLICABLE LAW AND JURISDICTION

12.1. The parties shall endeavour to settle amicably any dispute relating to the interpretation or performance of any contract for the supply of goods and services concluded between them.

12.2. Failing amicable settlement, exclusive jurisdiction is expressly granted to the courts of the judicial district of Namur, including in the event of incidental claims, warranty claims or multiple defendants.

12.3. All contracts are drafted in French and shall be governed exclusively by Belgian law.

12.4. The language of the proceedings shall be French.

12.5. The B2B Customer irrevocably undertakes not to challenge either the applicable law or the territorial jurisdiction of the courts of Namur.

Prevailing Language Clause

In the event of discrepancies or inconsistencies between the various language versions, the French version shall prevail exclusively.