

General Sales Conditions Omniplex – Algemene verkoopvoorwaarden Omniplex – Conditions générales de vente Omniplex – Allgemeine Verkaufsbedingungen Omniplex (OXB-En-2017)

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Art.1 These General Sales Conditions constitute the full relationship between the Company identified on the invoice or the order confirmation of the Seller as provider of services (hereinafter the Seller), on the one side and, on the other hand, the Purchaser or consumer of services (hereinafter the Purchaser). They apply to each quotation made by the Seller and to each order for goods or services placed with the Seller, as well as to every established Agreement. The General Sales Conditions always take precedence over the provisions, conditions or general purchasing conditions indicated by the Purchaser. Provisions to the contrary that may appear on any documents of the Purchaser are only accepted after the express and written permission, separately and by individual order confirmation by the Seller's management. These General Sales Conditions can only be deviated from in a written agreement signed by the management of both Parties.

Art.2 All our quotations and price lists are non-committal and subject to the interim sale of the available stock. Quotations are valid for 5 days, unless the Seller revises them in response to stock shortages or changed market conditions or exchange rate fluctuations, which are always possible. The price lists and sales decisions from the Seller's appointees are only binding when they have been confirmed within 48 hours by a final and originally numbered order confirmation by the Seller by mail or by post.

Art.3 The Seller is aware of and takes into consideration the fact that all sawing and planing take place in an industrial planing mill. This, among others, means that no triage of sorting is done during the production by the Seller and that wood is processed in accordance with the "international grading rules" for the wood type in question. These grading rules are known to the professional customer or can be handed to him on first request. In other words, there will always be a percentage fallout or loss on the site, depending on the selected wood type. The customer always has the opportunity of looking at or inspecting the batches for processing, if this was not deemed necessary, it is assumed that he agrees with the wood batch proposed to him.

Art.4 The quantity of the wood and sheets sold by us is subject to a quantity margin of 15% less or more.

Art.5 The customer must conduct a thorough inspection of the visible defects and the quantity at the time of delivery (or collection), prior to processing or resale. Visible defects or comments regarding lengths, widths or quantities must be reported in writing immediately on the delivery note at the time of delivery of the goods. Other faults or defects must be communicated, under penalty of expiration, within 48 hours of delivery by registered mail, substantiated by clear photographs and with due consideration to the "International grading rules" for the wood type in question. A batch of wood is always either integrally accepted or integrally rejected. A unilateral triage on a batch of wood without the written permission of the Seller's management is not permitted.

Art.6 After written recognition by the Seller's management, this complaint may lead to the replacement or return of the goods. In case of return, only 85% of the value of goods is credited. Automatic restitution, compensation, penalty clauses unilaterally calculated by the Purchaser or the end customer never apply. The Purchaser loses his right to dispute in case of processing or resale of the goods.

Art.7 The Seller no longer takes any liability for any hidden defects 3 months after the date of delivery or collection. The liability of the Seller is anyway limited to the proven direct damage and the invoice amount excludes VAT with the maximum amount of € 4,5000. The Seller can in no way be held liable for indirect damage (including, but not limited to, installation and removal costs of the delivered goods) loss of profit and consequential damage).

Art.8 Unless expressly agreed with the Seller's management, the delivery times are provided solely for illustrative purposes and do not bind the Seller. A delay in the delivery can under no circumstances lead to the cancellation of the order, nor to compensation on the part of the Purchaser. Every case of force majeure or coincidence (such as there being, but not limited to, fire, damage because of weather conditions, hacking of the computer system, strikes, problems at a supplier...) releases the Seller from his obligations. In no event can the Purchaser terminate the agreement, except when the force majeure or coincidence is confirmed by the Seller. The Purchaser will never be able to claim compensation for damages resulting from delays or price increases in orders from third parties.

Art.9 The sale subject to good arrival will be legally dissolved if the wood purchased by the Seller at the sawmill, factory or unloading port does not arrive, or is reduced in proportion to the missing quantities if the goods in question only arrive in parts; this at the Seller's discretion.

Art.10 In case of unforeseen circumstances and/or fundamental changes that make it unreasonably difficult for the Seller to meet his commitment, the Seller and the Purchaser undertake to consult with each other to adjust the agreement to the changed circumstances. If an agreement cannot be reached within 10 calendar days of the Seller's request for an adjustment, the Seller will have the option of terminating the agreement without compensation.

Art.11 All duties and taxes, however named or described, both present and future or increases in present taxes, are for the account of the Purchaser at the tax rate applicable to the delivered goods.

Art.12 The Seller also reserves the right to, at any time, either demand payment at the time of collection or delivery of the goods, or to, prior to transforming the goods, demand first-class guarantees covering the full payment of the price agreed on. The Seller can dissolve the sale if this payment or these guarantees has/have not been received within three days of the request. In that case, the Purchaser must pay damages and interest set at 10% of the invoice amount. This compensation may be increased if it can be proven that the damage incurred by the Seller is greater.

Art.13 All invoices are payable net at the Seller's registered office. Customers without credit limit pay the net amount prior to delivery, a payment period of 30 days after the invoice date applies to customers with a credit limit, with a maximum cash discount of 1.5%, if full payment of the invoice amount is received within 8 days of the issuance date of the invoice.

Art.14 "Objections to the invoice must, under penalty of expiration, be submitted by registered mail at the latest within fifteen days of the invoice date and anyway prior to the commissioning or resale of the goods."

Art.15 The Seller reserves the right to demand guarantees from the Purchaser if the Seller's trust in the creditworthiness of the Purchaser is undermined by late payment or non-payment, by acts of legal enforcement against the Purchaser or by any other demonstrable events that cast doubt on the Purchaser properly meeting the commitment he had entered and/or make this impossible. The Purchaser's refusal entitles the Seller to dissolve the agreement in part or in full, even if part of the order has been dispatched, without the Purchaser being entitled to compensation.

Art.16 In case of late or partial payment and without notice of default, a legal interest of 1% per commenced month will be due and payable from the from the date of the due date on the total amount of the due and payable debt claim. In addition, an amount of 15% of the due and payable debt-claim will, without notice of default, be automatically charged as flat-rate compensation. In case of arrears payment, the Seller reserves the right to, without summons, suspend his services, irrespective whether they arise from present or previous or future contracts, and to only resume these, subject to further provisions, from the regularisation of payment.

Art.17 The goods that are the object of on-call stock, just-in-time deliveries or goods made to measure for the Purchaser and stored at the Seller, must be collected in a reasonable period. In case of non-collection, the Seller reserves the right to terminate the sale in full or in part or to oblige the Purchaser to accept the delivery or to invoice these goods, without the Seller losing his right to charge compensation in all of these cases, for example, but not limited to, storage costs.

Art.18 The Purchaser must insure the goods that he entrusts to the Seller for treatment and/or processing against fire, explosion, lightning, flooding, storm damage and burglary and related costs, including waiver of recourse by the insurers in respect of the Purchaser and third parties. Unless agreed otherwise, such goods always remain with the Seller at the risk of the Purchaser. The Seller has right of lien.

Art.19 Retention of title The sold goods remain the property of the Seller until the purchase price has been paid in full as to both the principal and accessory amounts. In case of resale, the Seller retains the option of claiming the sum corresponding to the value of the resold goods. The right of lien is transferred on the resale price. Once the goods have been delivered, the Purchaser bears all the risks, including cases of force

majeure and destruction, and the risk of safekeeping. The non-payment of one of the due and payable amounts on the due date may result in the recovery of the goods.

Art.20 The drawing and/or acceptance of any other form of negotiable documents do/does not constitute a debt renewal and does not constitute a deviation from these Sales Conditions.

Art.21 As security for the payment of the (all) outstanding balance(s) on his invoice(s) or subrogated claims, the Purchaser, in favour of the Seller, pledges (I) all present and future debt-claims on third parties, for whatever reason, and therefore not limited to trade claims, (II) all present and future debt-claims against the Seller, for whatever reason, (III) the delivered goods to which the unpaid invoice(s) pertain(s), (IV) all movable tangible and intangible goods that belong to the property of the defaulting customer on the date of registration thereof in the pledge register (V) all movable tangible and intangible goods that will belong to the property of the defaulting customer just prior to each opening of an insolvency procedure granted to the debtor. When registering the property in the pledge register, upon pledge confirmation or later, the Seller is entitled to charge the registration costs and the fixed administration costs of € 60.00 to the defaulting customer.

Art.22 Pursuant to the Belgian Decree of 16 July 2015, a toll applies to lorries used for all our deliveries. This toll is charged separately on the invoice in accordance with the delivered tonnage and the Seller reserves the right to determine the selected route.

Art.23 Failure on the part of the Seller to insist on any right provided for in these conditions or by law or as agreed upon, cannot be interpreted as a waiver of such right unless such waiver was explicitly made by the Seller's management in writing.

Art.24 The invalidity of one or more of the clauses of these general conditions does not entail the nullity of the rest of the agreement. The parties undertake to replace the void clause(s) with legally valid clauses that will correspond with the original intentions of the Parties and the spirit of the agreement or correspond with it as closely as possible.

Art.25 The details of the Purchaser and the Seller are only stored with the view of implementing the agreement between the Parties. These will not be handed to third parties. Both Parties will make reasonable efforts to protect these.

Art.26 The Seller is not liable for malicious intent or gross negligence on the part of his appointees.

Art.27 Only the Courts in the district of Ghent, Kortrijk Division, are competent to take cognisance of a dispute between the Parties, regarding an invoice, delivery or underlying contract, where Belgian law exclusively applies.