

GENERAL TERMS AND CONDITIONS BVBA AVC GEMINO – RETAILERS (B2B)

1. Unless prior agreed upon otherwise in writing, only these general terms and conditions will be applicable to all agreements concluded with, quotations by and/or orders placed at AVC GEMINO. The application of eventual purchase or other general terms and conditions of the customer are explicitly excluded.
  2. Our quotations are without any commitment and are only valid for 8 calendar days. Quotations will only be binding once they have been accepted by the customer in writing, which can be proven by all means of the law, either or not executed by AVC GEMINO, even in case of partial execution. All agreements are deemed to have been concluded and discussed at AVC GEMINO's registered office.
  3. Once a quotation/order has been accepted in accordance with article 2 of these general terms and conditions, the order cannot be amended by the customer without AVC GEMINO's written permission. Should AVC GEMINO agree with a customer-requested amendment, AVC GEMINO will determine the conditions under which the amendment will be allowed, including but not limited to: an amendment in the price, whether an increase or decrease, an amendment in the execution period, etc.
  4. An annulment or cancellation by the customer of an order that has been accepted by AVC GEMINO can only be done by registered letter and with a written agreement by AVC GEMINO. In this case, AVC GEMINO reserves the right to invoice 35% of the total value (incl. taxes) of the cancelled order as damage compensation for this annulment or cancellation. This provision also applies to a partial cancellation and will thus be applied in proportion to the cancelled part of the order, without prejudice to AVC GEMINO's right to be fully compensated for the part of the order that has already been executed. If the actual damage exceeds the aforementioned fixed rate of 35%, AVC GEMINO reserves the right to claim compensation for the actual damage suffered.
  5. In case of bankruptcy or the manifest insolvency of the customer, the agreement will be deemed automatically terminated by law on behalf of the customer, without the customer being entitled to any damage compensation. In this case, paid advances will definitively belong, in any case, to AVC GEMINO.
  6. In case of termination of the agreement by the customer, for whichever reason, the customer will be liable for damage compensation to AVC GEMINO of 35% of the contract price(s). If the actual damage suffered should be higher, AVC GEMINO will have the right to recover the actual damage suffered from the customer.
  7. AVC GEMINO will only initiate the execution of the agreement upon receipt of payment by the customer of the agreed advance, equal to at least 35% of the total value of the order, including taxes, unless AVC GEMINO expressly deviates from it.
  8. The prices established in the agreement ('contract prices') can always be reviewed by AVC GEMINO when such a revision is the result of a change in the production costs (raw materials, wages, energy, ...). However, a price review may only amount up to a maximum of 80% of the original prices. The contract prices are the prices that are indicated in the quotation that was confirmed and accepted in writing, plus the cost price of crates, packaging and accessories, except for binding materials, even if this was not stipulated in the quotation. The customer confirms that he has already been informed of this at the time that the quotation was issued.
  9. All levies, taxes, import or excise duties that are established or increased by the national or supranational authorities, which pertain to the raw material, goods or materials, after the conclusion of the agreement, will result in a corresponding increase in the agreed upon price. Should, after ordering, the VAT rate is changed, the prices stipulated in the agreement will be adjusted to the new VAT rate.
  10. If the customer stipulates certain specifications, modalities or plans in his order, AVC GEMINO will not control their accuracy or actuality. This will occur at the sole risk of the customer. Measurements by AVC GEMINO will take place after notification of the customer. Measurements will always be deemed to have occurred with double verification.
  11. AVC GEMINO has the right to replace the agreed upon materials with other materials that have a quality that is at least equivalent.
  12. Delivery and/or placement periods are always indicative, without guarantee of delivery and/or placement within the specified time periods. An eventual exceedance of the delivery and/or execution period can in no event give rise to any damage compensation or termination of the agreement, for the account of AVC GEMINO, unless the violation is due to intent or gross negligence because of AVC GEMINO. The agreed upon time periods will commence as from - or, if a fixed commencement date has been agreed upon, it will be deferred by five business days as from - the moment when cumulative compliance with the following conditions has been met:
    - AVC GEMINO has received a signed agreement or offer and plan from the customer;
    - There are no outstanding payments due by the customer for (other) deliveries;
    - The agreed upon advance for the production has been paid;
    - The customer has provided AVC GEMINO with all the necessary information for the execution of the contract.
- If the customer demands additional work during the execution of the works, AVC GEMINO reserves the right to lay claim to an extension of the original delivery and/or execution period. AVC GEMINO has the right to refuse additional work if no prior agreement on the additional price and/or time period extension exists.
13. Should AVC GEMINO, due to force majeure, will be unable to execute the agreement, even if the force majeure does not lead to permanent and/or absolute impossibility of execution, AVC GEMINO will have the right to terminate the execution of the agreement temporarily or definitely by a simple written notification to the customer of the reason that prevents the execution of the agreement and this regardless of whether the force majeure occurs at AVC GEMINO or at one of its suppliers and/or subcontractors. In this case, AVC GEMINO will not owe any damage compensation to the customer. The following are considered as force majeure, though the list is not limitative: natural disasters, a strike or lockout, a fire, flooding, mobilization, seizure of goods, an embargo, a revolution, an act of terror, a lack of means of transport, a lack of personnel due to illness, a general shortage of raw materials or goods, limitations on the use of energy and any abnormal or unforeseen circumstance in general that significantly disrupts the contractual balance. The same applies if a regular supply, normal production or transport of the goods is impeded or rendered impossible due to any act of the customer itself.
  14. Eventual damage to the premises or places caused by AVC GEMINO during the execution of the work must be reported by the customer in writing within 3 calendar days after the damage has been established and in any event within 8 calendar days after the termination of the work. Reports of damage by the customer that occur outside the aforementioned periods and/or are not in writing will not be accepted and cannot give rise to any damage compensation.
  15. The goods will remain the property of AVC GEMINO until full payment has been received. When the goods/materials are delivered to the customer, the risk of accidental loss, destruction and damage to the goods/materials and the works will be for the account of the customer.
  16. The delivery and acceptance of the goods will always occur at AVC GEMINO's registered office at the time when the goods are made available to the customer at the registered office. The goods can be inspected by the customer until the time that they are loaded. From the moment the goods are loaded, it will be assumed that the goods have been approved by the customer. Taking delivery of or processing of the goods or materials also implies the acceptance thereof. In order to be admissible and valid, all contingent complaints regarding the materials and/or works provided for in the agreement must be sent in writing and by registered mail to AVC GEMINO within 8 calendar days after the termination of the works and with a clear and detailed description of the defects that will enable AVC GEMINO to take full cognizance of the situation, or, if it pertains to a hidden defect, within 8 calendar days after the discovery thereof. The lodging of complaints will not entitle the customer to postpone or suspend payment of the materials delivered and the work already executed, not even partially.
  17. The unloading and delivery site must be easily accessible to trucks and vehicles and must be free from obstructions and obstacles. If AVC GEMINO incurs additional costs due to difficult accessibility, these costs will be fully charged to the customer. Unnecessary transportation that are caused by the customer will be charged by AVC GEMINO to the customer.
  18. Subject to registered shipment of the customer within 30 days of the placement, the works will be deemed to have been completed.
  19. Studies, plans, documents, sketches, drawings, samples and designs will always remain the property of AVC GEMINO, the latter remains the

- exclusive intellectual property owner. The Customer will be liable to AVC GEMINO for any use thereof by third parties and, if applicable, liable to pay a 35% damage compensation of the total value (incl. taxes) of the goods and/or works for which the aforementioned documents were drawn up.
20. Invoices are drawn up according to the progress of the works and are payable in cash, without discount, at the registered office of AVC GEMINO, no later than 15 days after the invoice date. The issue of bills of exchange or other negotiable documents will not result in debt renewal. Non-payment of one or various invoices or a bad solvency rating of the client will result in the immediate payment of all outstanding claims, even if a payment appropriation was granted to the customer. Invoices must be disputed in writing within 8 calendar days after the invoice date, failing which they will be deemed to have been accepted. The unconditional partial payment of an invoice will be deemed valid as acceptance of the entire invoice. In the absence of a timely and/or full payment of the invoice on its due date, an interest on arrears of 1% per commenced month will be payable by law and without any prior notification of default. In addition, a fixed-rate remuneration of 10% on the unpaid and/or not timely paid invoice amount will be due by law and without prior notification, with a minimum of 100,00 € per unpaid or not timely paid invoice. This damages clause will not affect the obligation to pay the stipulated interest on arrears.
  21. The customer will explicitly waive his right to invoke the suspension of payment due to incomplete, defective or late delivery of supplies or works. Even if a claim is made by the customer, this will not suspend his/her payment commitment.
  22. AVC GEMINO will only have to provide a guarantee if the doors and/or walls were installed by AVC GEMINO itself. The guarantee will only apply in case of manufacturing errors and/or unskilled installation by AVC GEMINO. The guarantee is always limited, and in all cases, with regards to the replacement of the door(s) and/or wall(s), or to compensation of the cost price of such replacement, whereby the deterioration of the door(s) and/or wall(s) will be paid at a ratio of 10% per annum after the date of the final invoice. In case of replacement of one or more door(s) and/or wall(s), the aforementioned adjustment of the deterioration implies that the value of the replacement or repair work corresponding to the deductible depreciation will be borne by the customer. It is at the sole discretion of AVC GEMINO to decide what kind of guarantee it will grant to the customer. AVC GEMINO will in no case whatsoever be liable to pay compensation or do the repairs of any other tangible or intangible, direct or indirect damages and/or consequential damages.
  23. AVC GEMINO will in no way whatsoever be liable for:
    - improper use by third parties or by the customer;
    - problems regarding acoustics in the building or the home of the customer;
    - hanging and fitting works due to wear and tear, improper use or intentional breakage;
    - door pumps that do not function properly after a period of time;
    - force majeure, frost or moisture damage.
  24. The eventual nullity of one or more clauses in these general terms and conditions will not affect the legal validity of the remaining clauses, which will remain applicable in full.
  25. Only Belgian law will be applicable. All eventual disputes will be resolved solely and definitively by the courts of law and the courts competent for the judicial district where the registered office of AVC GEMINO is located.
  26. These general terms and conditions are accepted by the customer by signing any agreement, placing an order or accepting a quote, whereby a copy of these terms and conditions will be supplied to the customer and that will be acknowledged by the customer.