

# DNKRS

## TERMS AND CONDITIONS

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### **Article 1**

Barring other written agreements the legal relationship between parties shall be governed by these general invoicing terms and conditions, which the customer has declared to have read and which override any terms and conditions imposed by the customer. Every order implies the acceptance by the customer of these terms and conditions.

### **Article 2**

All quotes and offers are without obligation and not binding for Dankers Decor bvba.

### **Article 3**

If the agreed prices should be subject changes that are outside of our control, such as changes in price of suppliers, fluctuations in prices of raw and auxiliary materials, changes in wages, revaluations of foreign currency, import duties, transport costs or interest rates – and such until the date of the delivery, government rules or other obligatory measures, we reserve the right to adjust our prices accordingly.

### **Article 4**

Delivery times are provided for information only and do not bind the contractor. You are not entitled to any damages or to dissolution of the agreement in the event of a delay in the execution of the works.

### **Article 5**

The customer shall at all times be responsible for surveillance or storage of any goods kept or placed in unfinished or unoccupied buildings.

### **Article 6**

We reserve the right to consider the agreement as dissolved by operation of law and without prior notice of default in case of the customer's bankruptcy, manifest inability to pay or any change in their legal status.

### **Article 7**

Payments shall be made as agreed, either in instalments as the works proceed, or within 8 days of the date of the final invoice. Payments made after this term by operation of law and without notice of default give rise to payment of interest of 10% and to a fixed compensation of 10% of the invoiced amount (with a minimum of EUR 250) in damages.

### **Article 8**

Any objections against the invoice should be made in writing and by registered mail within eight days from the date of the invoice. The date and number of the invoice must be quoted in all correspondence.

### **Article 9**

In the event of non-payment we reserve the right to stop all further deliveries of goods or services until all the payment conditions have been fulfilled. We also reserve the right, by operation of law and without prior notice of default, to consider as terminated the entire agreement or the part that has not been performed.

### **Article 10**

Goods that have not yet been paid remain the property of the contractor. In deviation from section 1583 of the Judicial Code, the right of ownership to the sold goods is transferred to the buyer only after full payment of the agreed price. The risk transfers to the buyer at the moment of signing of the agreement.

### **Article 11**

In the event of a breach or the cancellation of the contract by the customer, or if the agreement cannot take place as a result of his actions, the customer shall owe us damages of 40% of the total amount of the order.

### **Article 12**

Any professional liability shall be limited to the amount to be paid for the case in question under the professional indemnity insurance of Dankers Decor BVBA. A summary of the relevant insurance policies may be requested in writing. If, for whatever reason, no payment is made by virtue of the professional indemnity insurance, liability will be limited to twice the amount of the amount invoiced by Dankers Decor bvba in relation to the site in question, with a maximum of EUR 50,000.

### **Article 13**

The justice of the peace court of the Lier district or the courts of the Mechelen district shall have sole jurisdiction in the event of any disputes, unless the law dictates otherwise. These terms and conditions shall be governed exclusively by Belgian law.

### **Article 14**

The nullity or voidability of one or more provisions in these terms and conditions does not affect the validity of the remaining provisions in any way, and in such case parties shall undertake to start negotiations and behave in the appropriate manner so as to replace the null and voidable provisions with other provisions that reflect the invalid provisions as closely as possible.