

General Terms and Conditions of Sale and Delivery

Article 1: General provisions:

1.1 These general terms and conditions apply to all agreements concluded with AQUA CONCEPT BV, company number 0877.516.438, with its registered office at Schaarbeekstraat 34, 9120 Beveren, Belgium.

1.2 By placing an order, the customer acknowledges and accepts the delivery and payment terms.

1.3 Unless otherwise agreed in writing, AQUA CONCEPT BV does not recognize the customer's general or specific terms or stipulations, even if they provide that the customer's general terms and conditions take precedence.

1.4 If, after the termination of the agreement, for any reason whatsoever, the customer again engages AQUA CONCEPT BV, these general terms and conditions shall automatically apply to this new agreement, unless expressly agreed otherwise.

1.5 If any provision of these general terms and conditions is deemed null, invalid, or unenforceable, no effect shall be given to such provision to the extent that it is null, invalid, or unenforceable, and it shall be deemed not to form part of this agreement, without affecting the validity of the other articles of this agreement. The null, invalid, or unenforceable provisions shall then be replaced by the parties or, where applicable, by the court with a valid provision whose result is as close as possible to the intended result of the null, invalid, or unenforceable provision.

Article 2: Quotations and orders:

2.1 The information included in our brochures and documentation is entirely non-binding, both with regard to the stated prices and the delivery period of the goods and/or services offered. The agreement is only concluded after a quotation has been accepted by the buyer. Any order that has not been the subject of a written quotation issued by us shall only be binding if it has been accepted by us in writing.

2.2 All orders placed through an intermediary must be confirmed directly by the seller to the buyer.

Article 3: Prices:

3.1 Our prices are stated in EURO and always exclude VAT. Any increase in the VAT rate or any other tax of whatever nature occurring between the order and the delivery shall be borne by the buyer. Unless otherwise stipulated, our prices are quoted for delivery at our establishment in Beveren. If we are required to arrange transport or the organization of transport, we shall invoice the buyer accordingly.

3.2 Our prices relate solely to the sale of the goods described in the special provisions, to the exclusion of all other works and services, in particular installation and assembly. If the buyer wishes such services to be performed, they shall be invoiced separately in addition to the price stated in the special conditions.

Article 4: Payment:

4.1 Our invoices are payable at our registered office, no later than within 30 days or in cash, unless otherwise stated on the invoice.

4.2 If the invoice has not been paid on the due date, default interest shall be due automatically and without prior notice of default, at the rate provided for by the Act of 2 August 2002 on combating late payment in commercial transactions.

4.3 Any failure to pay an invoice by the due date shall render all other invoices issued at that time to the same buyer immediately due and payable.

4.4 If the invoice remains unpaid on the due date, the principal amount shall automatically be increased by lump-sum damages for late payment equal to 10% of the principal amount, with a minimum of EUR 75.00.

4.5 The seller reserves the right to cancel orders not yet delivered or not yet performed, or to suspend their execution, for as long as previous deliveries have not been paid for.

Article 5: Delivery:

5.1 The goods are sold and received in our warehouses.

5.2 Goods dispatched by whatever means of transport shall always travel at the buyer's risk and responsibility, even if we arrange delivery using our own means and at our own expense.

5.3 The buyer shall collect the goods no later than 8 days after notification that the goods are at their disposal. In the event of negligence, storage costs may be invoiced.

Article 6: Delivery period:

6.1 The stated delivery periods are indicative only. Exceeding the scheduled delivery period shall under no circumstances give rise to termination of the sales agreement and shall not entitle the buyer to damages, except in cases of gross negligence on our part.

Article 7: Retention of title:

7.1 The delivered goods shall remain the property of the seller until full payment of the price and the additional costs (see Article 4) and/or services, even if the goods have been modified or incorporated.

7.2 The buyer undertakes not to sell or pledge the goods as long as they remain the property of the seller. In the event of breach of this prohibition, the buyer shall owe lump-sum damages equal to 50% of the sale price. If the goods are nevertheless sold, the right to the resulting sale price shall replace the delivered goods.

7.3 From the moment the agreement is concluded, the buyer shall bear the risk of damage, destruction, and loss.

Article 8: Acceptance:

8.1 The goods shall be deemed accepted by the buyer five calendar days after delivery, unless a precise and detailed complaint reaches us by registered letter sent to the address of our registered office before the end of the aforementioned period.

8.2 Acceptance covers all visible defects, i.e. all defects that the buyer could have detected at the time of delivery or during the following five calendar days by means of a careful and serious inspection, and in particular defects relating to the operation and characteristics of the goods and/or equipment. Defective goods may only be returned after our written consent and shall always travel at the buyer's expense and risk.

8.3 Complaints regarding hidden defects must be formulated by registered and reasoned letter sent to the address of our registered office, clearly stating the defects.

8.4 The parties agree that the short period referred to in Article 1648 of the Belgian Civil Code or in any other applicable provisions shall be set at 3 months from the date of delivery.

Article 9: Warranty:

9.1 No warranties are given other than those expressly stated by the seller.

Article 10: Termination of the sale:

10.1 The seller shall be entitled to terminate the sale by simple registered notification to the buyer if the buyer fails to comply with any of their contractual obligations, in particular if they fail to collect the goods within the period provided for in Article 5, if they fail to pay an invoice for more than 30 days, or if it appears that they will not or will probably not perform one of their obligations, even if that obligation is not yet due.

Aquaconcept bv – Schaarbeekstraat 34 –
9120 – Beveren - Kruibeke - Zwijndrecht – België

Yannick Borghgraef

info@aquaconcept.eu - +32 (0)3 296 03 03
www.aquaconcept.be

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Article 11: Liability

11.1 Except in cases of intent or gross negligence, AQUACONCEPT BV shall not be liable for:

- Any damage, loss, costs, or claims arising from or related to the delivery of goods and/or the performance of services, including but not limited to installation, advice, or customization;
- Indirect or consequential damage, including but not limited to loss of profit, loss of turnover, or reputational damage;
- Damage occurring accidentally during the performance of services or works by AQUACONCEPT BV;
- Damage resulting from instructions that expressly go against the advice of AQUACONCEPT BV.

11.2 If the liability of AQUACONCEPT BV (whether pre-contractual, non-contractual, or contractual) were to be established, such liability shall in any event be limited to covering the direct damage, up to a maximum amount equal to the price (excluding VAT) of the goods/services and/or their subject matter in respect of which the aforementioned liability would be established. Liability for any form of indirect damage such as purely financial loss, loss of profit, loss of customers, loss of and/or damage to data, loss of working hours, third-party claims, etc., is excluded. In any case, the liability of AQUACONCEPT BV shall be limited to the amount covered by insurance.

11.3 The customer accepts that compensation for any damage caused by the non-performance of a contractual obligation arising from the agreement with AQUACONCEPT BV shall, within the limits of the law, be governed exclusively by the rules of contract law, even where the event giving rise to the damage also constitutes a tort.

11.4 The customer waives all non-contractual claims against the employees, directors, subcontractors, and other appointees of AQUACONCEPT BV, unless:

- In the event of fraud;
- The breach does not relate exclusively to the performance of the agreement with AQUACONCEPT BV and the damage does not relate to the non-performance of the obligations set out in that agreement;
- In the event of a fault committed with the intention of causing damage.

11.5 AQUACONCEPT BV shall under no circumstances be liable for damage attributable to the customer, including damage arising from incorrect or defective maintenance, improper, abnormal, or excessive use, lack of care, poor or defective information provided by the customer, and/or any other default or negligence on the part of the customer.

Article 12: Force majeure

12.1 In the event of force majeure, AQUACONCEPT BV and the customer respectively reserve the right to extend the delivery/performance period or to terminate the agreement with immediate effect, by operation of law and without prior judicial intervention, by registered notice, without being liable for any compensation.

12.2 The following shall be considered cases of force majeure: all circumstances that were reasonably unforeseeable and unavoidable at the time of concluding the agreement, and that create the impossibility of performing the agreement or that make performance of the agreement financially or otherwise more burdensome or difficult than normally envisaged, such that it would be unreasonable to require continued performance of the agreement or performance under the original conditions.

12.3 Force majeure shall include, among other things: fire, flood, adverse weather conditions, war, riot, strike, blockade, compulsory closure of the business, illness, accidents, internal organizational problems within the business, import or export bans, transport difficulties, delayed supply or shortage of supply from suppliers, whether affecting AQUACONCEPT BV, its suppliers, subcontractors, or other involved third parties, as well as defaults by the aforementioned third parties.

Article 13: Applicable law and choice of jurisdiction:

The agreement shall be performed at the seller's registered office. Belgian law shall apply. All disputes shall fall exclusively within the jurisdiction of the courts of the judicial district of Dendermonde.