

GENERAL TERMS AND CONDITIONS OF SALE EDUARD TRAILER FACTORY BV

1. General

- 1.1 These general terms and conditions of sale (hereinafter: "General Conditions of Sale") govern the contractual relationship between EDUARD TRAILER FACTORY BV, with registered office at 3920 Lommel, Antoine César Becquerelstraat 11, company number 0474.847.167, RPR Antwerp, division Hasselt (hereinafter referred to as "EDUARD TRAILER FACTORY") and the natural or legal person who, in the context of his professional activities, wishes to purchase goods from EDUARD TRAILER FACTORY (hereinafter referred to as the "Customer"). The main activity of EDUARD TRAILER FACTORY consists of the sale of trailers, spare parts and accessories (hereinafter: "Goods" or separately the "Good").
- 1.2 These General Conditions of Sale apply to any offer, order sheet and/or contract, all in the broadest sense of the word, between EDUARD TRAILER FACTORY on the one hand and the Customer on the other, unless these General Conditions of Sale have been expressly deviated from by both parties in writing. By expressly or tacitly accepting the offer, order sheet and/or contract, the Customer declares to have received the General Conditions of Sale, to have taken note of them, to have understood them and to agree to them. The General Conditions of Sale take precedence over any other conditions of sale (e.g. of the Customer), even if EDUARD TRAILER FACTORY has not expressly protested such other conditions.

2. Delivery - inspection - complaints

- 2.1 Any delivery period stated is for information purposes only and is therefore not binding unless expressly agreed otherwise between the parties. Unless expressly agreed otherwise in writing, delay in delivery cannot give rise to any penalty, compensation or cancellation of the order. Delivery of a Good shall take place cf. the Incoterm® (2020) "Ex Works", at the registered office of EDUARD TRAILER FACTORY, or "DAP".
- 2.2 Immediately after Delivery, the Customer must check the Good (or have it checked) for any visible non-compliance. If a visible conformity defect is reported in a timely manner, EDUARD TRAILER FACTORY undertakes to investigate this report within a reasonable period of time and, if justified, to provide a solution for the visible conformity defect. If no visible conformity defect is reported or if this is not done in time, the Customer is deemed to accept the Good in the condition it is in at the time of delivery. Consequently, complaints about visible conformity defects that are submitted to EDUARD TRAILER FACTORY too late will not be accepted.

3. Price - payment

- 3.1 All prices are expressed in euros, including VAT and costs relating to compulsory vehicle documents and disposal contributions, but excluding any excise duties or other costs if the Customer wishes to import the Good into a country other than Belgium.
- 3.2 EDUARD TRAILER FACTORY reserves the right to correct any typographical errors regarding the price quotation. EDUARD TRAILER FACTORY may unilaterally change the price of its Goods if these price changes are due to objective circumstances beyond its control, such as changes in VAT or costs relating to conformity certificate and proof of ownership, an increase in raw material and/or energy prices, etc. This list of objective circumstances is not exhaustive and applies by way of example.
- 3.3 Invoices must be paid within 30 days of the invoice date, unless the invoice states a different payment term. All risks and payment costs shall be borne by the Customer. If the Customer disputes an invoice, he must send a reasoned protest letter by registered mail to EDUARD TRAILER FACTORY within 8 calendar days from the invoice date. In case of failure to do this, the invoice shall be deemed to have been accepted. A (partial) payment without reservation counts as acceptance of the entire invoice.
- 3.4 In case of non-payment or late payment, the amount of the invoices will give rise, without prior notice, to the payment of a fixed indemnity by way of damages amounting to 10% of the amount due with a minimum of 125 € per invoice. In addition, default interest shall be due ipso jure at the legal interest rate cf. the Belgian Law on combating late payment in commercial transactions, from the due date of the invoice until the day of full payment. The Customer shall also bear the recovery costs (incl. lawyer's fees) incurred by EDUARD TRAILER FACTORY.
- 3.5 The Customer cannot invoke a right of retention or set-off, unless mandatory law provides otherwise. Each payment by the Customer shall be deemed to be made in settlement of the oldest outstanding claim.
- 3.6 Without prejudice to its right to compensation, interest and reimbursement of recovery costs cf. article 3.4 of these General Conditions of Sale, EDUARD TRAILER FACTORY is entitled in case of non-payment by the due date or non-compliance with any other contractual obligation on the part of the Customer to either suspend the execution of the contract or to terminate it cf. article 8 of these General Conditions of Sale.

4. Retention of title

- 4.1 The Goods delivered by EDUARD TRAILER FACTORY remain the property of EDUARD TRAILER FACTORY until the Customer has fulfilled all obligations under all agreements concluded with EDUARD TRAILER FACTORY, including the payment of any interest, damages and costs due mentioned in article 3 of these General Conditions of Sale. The Customer is prohibited from disposing of, reselling or encumbering Goods not (fully) paid for, ordered or purchased from EDUARD TRAILER FACTORY.

5. Liability

- 5.1 The Customer undertakes to comply with the (use) instructions regarding the safety, reliability, assembly and storage of the Goods and, if necessary, to transfer them when he resells the Goods. Upon delivery of the Goods, an "[manual for Eduard trailers](#)" shall be supplied by EDUARD TRAILER FACTORY. EDUARD TRAILER FACTORY can never be held liable for damage caused by the incorrect use, storage or incorrect assembly of the Goods by the Customer. EDUARD TRAILER FACTORY can never be held liable for damage caused by normal wear and tear, faulty maintenance or monitoring of the Goods, accidents or negligence on the part of the Customer or a third party.
- 5.2 The Customer bears the risk concerning the compatibility of the Goods with the vehicle that will tow the Goods, for which EDUARD TRAILER FACTORY can never be held liable.
- 5.3 If, according to the rules of Belgian law, EDUARD TRAILER FACTORY (including its employees and directors) would be liable towards the Customer for any reason whatsoever, this liability shall be limited to direct damages up to the amount of the purchase price of the Goods to which the liability relates. EDUARD TRAILER FACTORY (including its employees and directors) shall never be liable for indirect damage of the Customer, including (but not limited to) consequential damage, loss of turnover, sales or profit, missed savings, unsaleability of Goods and damage to third parties.

6. Force majeure

6.1 EDUARD TRAILER FACTORY shall not be liable in situations of force majeure (such as war, strike, lock-out, energy failures, theft, fire, third-party logistical problems, pandemics, scarcity of raw materials, etc.) which could result in EDUARD TRAILER FACTORY not being able to meet its contractual obligations or not being able to meet them on time. EDUARD TRAILER FACTORY's obligations shall be suspended for the duration of the force majeure and EDUARD TRAILER FACTORY shall not be liable for any compensation in such case. If the force majeure event continues for 60 days or more, both EDUARD TRAILER FACTORY and the Customer are entitled to terminate the contract without owing any damages to the other party.

7. Processing of personal data

7.1 Insofar as personal data are processed in the context of the execution of the contract, EDUARD TRAILER FACTORY undertakes to use the personal data with discretion and to protect their confidential and private nature. All this in accordance with the General Data Protection Regulation (GDPR), the (Belgian) law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and the other relevant legal regulations in force. Further information on the processing of personal data can be found in our privacy statement, which can be consulted on the EDUARD TRAILER FACTORY website.

8. Termination

8.1 EDUARD TRAILER FACTORY has the right to terminate the contract with the Customer at any time, with immediate effect, without judicial authorisation or prior notice of default and without payment of any damages, in the following cases: (i) if the Customer, despite written notice of default, remains in default of the (timely and proper) fulfilment of one or more obligations arising from the agreement (in particular the payment of invoices); (ii) in case of cessation of payment or (the application for) bankruptcy, judicial reorganisation or any other insolvency procedure by the Customer; (iii) in case of liquidation or cessation of the Customer's activities; (iv) if the Customer refuses to make a prior payment c.q. provide other securities requested by EDUARD TRAILER FACTORY; or (v) if EDUARD TRAILER FACTORY has good reason to doubt that the Customer will fulfil its obligations towards EDUARD TRAILER FACTORY.

8.2 In the event of termination under the present article, EDUARD TRAILER FACTORY shall be entitled to compensation of 20% of the invoice amount as compensation for the costs, interest, loss of profit and damages suffered by EDUARD TRAILER FACTORY, without prejudice to EDUARD TRAILER FACTORY's right to claim compensation for any higher damages. In addition, all claims of EDUARD TRAILER FACTORY against the Customer shall become immediately due and payable.

9. Interpretation - applicable law - competent court

9.1 For any interpretation of the General Conditions of Sale, the Dutch language General Conditions of Sale take precedence over any General Conditions of Sale drawn up in another language.

9.2 All agreements concluded between EDUARD TRAILER FACTORY and its Customers are exclusively governed by Belgian law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 does not apply.

9.3 Disputes arising from these General Conditions of Sale can only be settled by the courts and tribunals of the district where EDUARD TRAILER FACTORY has its registered office. Nevertheless, EDUARD TRAILER FACTORY reserves the right, at its discretion, to submit disputes to the court of the Customer's domicile or residence.

10. Other

10.1 The nullity of one or more clauses of these General Conditions of Sale shall in no case entail the nullity of other clauses. If one or more clauses of these General Terms of Sale are wholly or partially void or should be annulled, this shall not entail the nullity of the remaining clauses or terms of sale. The parties undertake to replace the void clause by a legally valid clause, which will correspond to the original intention of the parties or be as close as possible to it.