



# VZW MARIASTEEN – GENERAL TERMS & CONDITIONS FOR PRODUCTION

## 1. Application conditions

These are the general terms and conditions (hereinafter referred to as “General Terms and Conditions”) of VZW MARIASTEEN, with registered office in 8830 Hooglede, Koolskampstraat 24, registered in the register of legal entities with number 0407.079.207 (hereinafter referred to as “Mariasteen”). The General Terms and Conditions govern all quotations and agreements concerning the services that Mariasteen undertakes to provide to the Client. By placing an order, the Client confirms that it has taken note of these General Terms and Conditions and that it accepts them in full. Any deviations from the General Terms and Conditions will always be confirmed in writing.

## 2. Quotation and order confirmation

- 2.1 All quotations issued by Mariasteen are without obligation and are not binding as such.
- 2.2 Unless stated otherwise in the quotation, a quotation is valid for one (1) month from the date on which it was sent.
- 2.3 An order or acceptance of the quotation by the Client can only take place in writing, after which the Client receives an order confirmation from Mariasteen. The agreement is concluded as soon as the Client receives the order confirmation.

## Article 3. Execution of the order

- 3.1 The execution of the order will always take place as described in the quotation and according to the Client's explicit instructions. The Client bears all responsibility with regard to the correctness of the instructions given. Unless agreed otherwise, the Client must provide all plans and drawings for the execution of the works in Dutch.
- 3.2 If the raw materials and/or semi-finished products must be supplied by the Client, the Client acknowledges that Mariasteen cannot start working on the order as long as these have not been delivered by the Client.
- 3.3 Additional work, which is defined as work performed on top of the order as placed, will be performed according to the hourly rates and unit prices applicable at that time. The performance of additional work always implies an obligation of means of Mariasteen.
- 3.4 Mariasteen can always outsource the execution of the order to a subcontractor, without the Client being able to raise any objections.

## Article 4. Price and price revision

- 4.1 The prices are expressed in euros and never include VAT, unless explicitly stated otherwise. All items that are not expressly stated in the quotation are not included in the price.
- 4.2 Unless agreed otherwise in writing, the cost for packaging and/or transport will always be borne by the Client.
- 4.3 The price in the original quotation will be revised in accordance with the development of wages and material prices between the moment of the conclusion of the Agreement between the parties and the time when the invoice is due.

This will take place based on the following price revision formula:

$$P = p \{ 0.20 + [ 0.40 \times (S/s) ] + [ 0.40 \times (I/i) ] \}$$

Whereby:

- P = the new price
- p = the original price set out in the quotation
- i = index figure 'Index I 2021' at the time of invoicing
- I = index figure 'Index I 2021' on the date of the quotation
- S = the reference hourly wage increased by social security contributions in the metalworking industry, as recognised by the FPS Economy, SMEs, Self-Employed and Energy and published by Agoria at the time of invoicing
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## Article 5. Delivery

- 5.1 The delivery periods communicated by Mariasteen are purely indicative and not binding. The delivery period set out in the quotation is always approximate. The Client acknowledges and accepts that Mariasteen can only provide an indicative delivery period at the time of the order confirmation.
- 5.2 In the event of additional work or late delivery of the raw materials and/or semi-finished products by the Client, the initial indicative date will lapse and Mariasteen will inform the Client of the new indicative date.
- 5.3 Unless stipulated otherwise, delivery will always take place Ex-Works (Incoterms 2020). The Client is responsible for all costs and risks associated with the loading and transport of the goods. If the goods are loaded by Mariasteen, this will take place at the expense and risk of the Client.

## Article 6. Completion – Acceptance of the works

- 6.1 If Mariasteen has performed work on the goods or supplies its own goods, the receipt of the goods by the Client indisputably includes the acceptance of the delivered goods and services. Visible defects or non-conformity of the delivery must be reported by the Client within 3 working days of receipt of the goods at the latest. Failure to do so implies that the visible defects are covered and that the goods are deemed to have been processed and delivered in accordance with the agreement.
- 6.2 In any case, the commissioning or resale of all or part of the goods and works as well as the execution of further works by a third party will be regarded as acceptance of the works. The Client thereby immediately acknowledges that the work performed by Mariasteen was performed in accordance with the rules of the profession.

## Article 7. Quality and safety conditions

Raw materials and/or semi-finished products that are supplied by the Client must always comply with European safety standards. The raw materials and/or semi-finished products supplied by the Client must always comply with ISO standards in terms of quality. Where necessary, the Client will provide an associated certificate.

## Article 8. Payment

- 8.1 Unless agreed otherwise in writing, the Client must pay the invoice within 30 calendar days of the invoice date to the account number listed on the invoices.
- 8.2 Non-payment on the established or agreed due date means every claim, including those claims that have not yet expired, will become due by operation of law without further notice of default being required. The amounts paid will always be used to reimburse the oldest debt, increased by the interest accrued and any costs. If more services must be provided, Mariasteen also has the right to dissolve this agreement with regard to the part that has not yet been performed, without prejudice to its right to full compensation.
- 8.3 In the event of full or partial non-payment of an invoice on the due date, the Client will automatically and without prior notice of default owe an interest of 1% per month on the unpaid invoice amount, calculated from the due date. In addition, a lump-sum compensation of €40.00 per unpaid invoice will be claimed automatically to cover the collection costs. If the actual collection costs are higher, this difference will also be borne by the Client. Conventional compensation to the amount of 12% of the total invoice amount still due will also be due by operation of law and without prior notice of default, with a minimum of €125.00. This is without prejudice to Mariasteen's right to claim higher compensation subject to proof of greater damage actually suffered (capped at €2,500.00).
- 8.4 Mariasteen reserves the right to offset claims on the Client with any financial claims of the Client on Mariasteen.

## Article 9. Retention of title

Mariasteen retains the ownership of the goods delivered by Mariasteen until full and effective payment of the principal, interest, and the related costs and taxes, even if the goods are processed, used or resold. However, the risks of loss or destruction of the goods will be borne in full by the Client from the time of delivery.



## Article 10. Force majeure and contractually unforeseeable circumstances

- 10.1 In case of force majeure, Mariasteen has the right to suspend the performance of the agreement or to dissolve it in whole or in part, without the Client being able to claim any right to compensation for costs, damage, interests, and the like based on the agreement. Force majeure will be understood as the situation in which Mariasteen is prevented from performing the agreement, in whole or in part, due to temporary circumstances beyond the control of Mariasteen, even if these circumstances were already foreseen at the time of the conclusion of the agreement. Without aiming to be exhaustive, the following will always be considered cases of force majeure: exhaustion of stock; delays in or nondelivery by Mariasteen's suppliers; destruction of goods as a result of accidents; machine breakdown; strike or lock-out; fire; war; epidemic; flood; high absenteeism rates; electrical, computer, Internet or telecommunications failures; government decisions or interventions; fuel shortages; and errors or delays attributable to third parties. Mariasteen is not obliged to prove the unaccountable and unforeseeable nature of the circumstance that constitutes force majeure.
- 10.2 In the event that a fundamental change in economic conditions will make the performance of the agreement an unreasonable or disproportionate burden on Mariasteen, the parties will consult each other to agree on a fair adjustment of the agreement.

## Article 11. Dissolution

- 11.1 Mariasteen has the right to dissolve the agreement with the Client at any time, with immediate effect, without judicial authorisation, without prior notice of default and without payment of any compensation, in the following cases: (i) if the Client, despite written notice of default with observance of a period of at least 7 calendar days, remains in default with respect to the (timely and proper) fulfilment of one or more obligations arising from the agreement; (ii) in the event of cessation of payment or (an application for) bankruptcy of the Client; (iii) upon liquidation or cessation of the Client's activities; (iv) if control over the Client changes; or (v) if all or part of the Client's assets are seized.
- 11.2 In the event of dissolution, Mariasteen also reserves the right to claim compensation for the costs, interest, and damage suffered by Mariasteen and all claims of Mariasteen on the Client will become immediately due and payable.

## Article 12. Liability

- 12.1 Mariasteen is only liable for the actual damage suffered, of which the Client can prove that this was directly caused by an error by Mariasteen or its employees, which the Client was unable to avoid or limit and which Mariasteen does not resolve within 20 working days of receipt of a notice of default, without prejudice to any other agreed resolution times. To the extent permitted by applicable law, Mariasteen's aggregated contractual and extra-contractual liability, including in the event of gross negligence, will be limited to the amount invoiced for the order, excluding VAT, and limited to 10% of the annual turnover.
- 12.2 Under no circumstances, not even in the event of gross negligence, can Mariasteen be held liable for indirect damage, including consequential damage, loss of profit, loss suffered, lost savings, missed potential financial or commercial opportunities, penalties, loss of customers, and reputational damage.
- 12.3 Mariasteen does not accept any liability with regard to product recalls. The costs of tracing, recalling from the market, and examining the goods or works that are defective or suspected to be defective, as well as reimbursement of the price paid and any loss of use, can never be claimed from Mariasteen.
- 12.4 Any error or claim for compensation addressed to Mariasteen must be reported to Mariasteen in sufficient detail and by registered letter within 6 months of the error or the damage-causing event, failing which any right to compensation will lapse.
- 12.5 Mariasteen is only liable for hidden defects that manifest themselves within a period of 6 months after delivery.

## Article 13. Miscellaneous provisions

The nullity or unenforceability of (part of) one of the provisions of this agreement in no way entails the nullity of the agreement or the other provisions. If any of the provisions of this agreement exceed the legal limitations, such provision will not be null and void but will be deemed to be automatically limited by operation of law to what is permissible under applicable law.

To the extent possible, the parties will immediately replace the invalid, void or unenforceable clause with a provision that corresponds, insofar possible, the intentions of the parties with respect to the part or clause in question.

In the event of proceedings, the court is expressly given the power to arbitrate.