



GENERAL TERMS AND CONDITIONS Ipec nv - version 31/12/2024

1. These term and conditions apply to both delivered material and delivered services by Ipec nv/sa, whose office is located at 9050 Gentbrugge, Dulle-Grietlaan 17/1 (Belgium) and whose company number is 0464.566.355. By the actual placing of an order, the buyer unconditionally accepts all the terms and conditions set out below. If the buyer's own general terms and conditions contain clauses that deviate from these, the terms and conditions of the seller always take precedence. If there is any conflict between the terms specified on the order and any of these terms and conditions, the terms specified on the face of the order shall prevail.

2. Price

The price will be as indicated on the quotation, unless the seller is obliged to adapt it in accordance with changes in their fixed and/or variable costs due to modifications in the structure of these costs (raw materials, wages, energy, etc.). Any price review will be implemented in accordance with the legally permitted standards. In this case, the new price is the one indicated on the front of the invoice. Prices are provided net, ex-works, excluding packaging. All taxes, import duties, levies and stamps of any kind applicable to the contract and its fulfilment are borne by the buyer.

3. Delivery period

The delivery period commences upon payment of the contractually agreed advance payment. The indicated delivery periods are provided for information purposes only and are therefore not binding.

4. Delivery (if applicable)

Delivery is made at the agreed location. If no location of delivery is agreed, then delivery is made ex-works. The buyer is responsible for inspecting the goods immediately upon delivery. No further complaints will be accepted after delivery or handling of the goods. After delivery, the seller is only responsible for hidden defects that render the goods unfit for their intended use, provided that the goods have not been processed and that the seller knew or should have known about the defects. The buyer shall notify the seller of the existence of the hidden defect no later than 5 calendar days after discovering it, by means of a registered letter with a detailed description of the defect. The seller does not accept any returned goods without prior authorisation. Authorized returns will be returned postage paid to the seller's address.

In the event of a valid and substantiated complaint regarding the quality of the goods, the seller's obligations will be limited to the free replacement of the defective item, and the seller may not be asked for additional compensation in any form whatsoever. The seller is not liable for any compensation whatsoever, whether direct or indirect, resulting from goods / services delivered or sold, except in cases of gross negligence or wilful misconduct. The seller's liability is in any case limited to the invoice value of the delivered goods/services. Under no circumstances can the seller be held responsible for any indirect damages such as, but not limited to, loss of income, loss of contracts, capital costs, reduction of profit, or any other losses or consequential damages, whether to the buyer or to third parties.

5. Guarantee period (if applicable)

The guarantee period will be indicated in the conditions of the offer. The repair or replacement of components during the guarantee period does not, under any circumstances, extend the guarantee.

Returned goods and complaints do not under any circumstances suspend the buyer's obligation to pay the amounts owed. The guarantee becomes void if the buyer carries out or has carried out any repairs or modifications without the prior consent of the seller. If the seller's assignment involves providing some advice, the proposed results will be purely indicative, and the seller only enters into a best-efforts undertaking.

6. Intellectual ownership

All documents which the seller provides to the buyer, including quotations and preparatory studies, are strictly confidential and may not be disclosed by the buyer to third parties, without the explicit, written consent of the seller. The data provided by the seller remain the intellectual property of the seller and may only be used by the buyer within the context of the sales agreement. Any use outside this context, or disclosure to third parties, will render the buyer liable, ipso jure, for compensation at least equal to the price indicated in the quotation, unless the seller can prove greater damage.

7. Reference list

The seller reserves the right to mention projects carried out on behalf of their customers in their advertising as references, unless the customer has previously indicated in writing that they do not agree with this.

8. Transportation (if applicable)

The goods are transported at the buyer's risk, even if the sale is made all costs paid, or the goods are delivered by an in-house delivery service. If the seller contracts with the haulier, they do so solely as an agent of the buyer. The buyer must ensure that the goods can be delivered in a normal manner at the agreed-upon location and time, including ensuring accessibility to the delivery location. In the event of loss, damage, etc., the buyer will only be entitled to contact the haulier or responsible third party, without any intervention by the seller.

9. Retention of ownership (if applicable)

The seller retains ownership of the items delivered until all claims against the buyer, in any respect whatsoever, are fully settled. The buyer undertakes to inform the seller immediately in the event that goods are attached at their expenses or in their hands.

Nonetheless, the risks of loss or destruction of the sold goods will be entirely borne by the buyer from the moment of sale of the goods.

Any partial or total alienation of the goods by the buyer, contrary to the seller's ownership rights, constitutes a breach of confidence as stipulated in Article 491 of the Penal Code.

10. Express resolutive condition

The seller is entitled to consider the agreement terminated, without prior formal notice and without any intervention by the courts, in the following cases: non-payment of the advance payment; buyer's bankruptcy, composition or liquidation; attachment of the goods sold in respect of the buyer; buyer's failure to fulfil obligations by the due date; indications that the buyer will not fulfil obligations.

In those cases of termination, the seller is entitled to a fixed compensation of 30% of the invoice amount. Additionally, all purchased goods, delivered services, and planned deliveries—irrevocable at the time of termination—are chargeable at the sale value specified in the quotation, alongside any associated damages to the goods.

The same compensation is payable by the buyer if they wish to cancel the purchase. This cancellation will, however, only be valid if it is announced in writing and accepted by the seller.

In the event of default on payment obligations, the seller may seek payment via registered mail. If payment remains unfulfilled, the seller has the right to reclaim any delivered goods still in the buyer's possession, effectively annulling the original sales agreement.

Despite the termination, the buyer remains liable for the fully invoiced price, plus interest, compensation for late payment and compensation for termination of agreement. However, the seller will credit the buyer for the value of the reclaimed goods, after deducting the dismantling costs and all costs incurred by taking back the goods, as well as accounting for any depreciation due to wear and tear and technical depreciation. Depreciation is calculated at 20% for the first year and 10% for each subsequent year, with adjustments for abnormal wear and tear.

If the buyer is notified of the option to reclaim the goods pursuant to this clause, the latter may not prevent the seller from immediately reclaiming the goods.

11. Payment

Invoices are payable immediately, with all costs being borne by the buyer, at the seller's registered office, unless otherwise expressly agreed in writing. The issuance of bills of exchange and receipts does not imply novation. If an invoice remains unpaid on the due date, the invoiced amount will be increased automatically, without prior formal notice, in accordance with the Law of August 2, 2002 (Law on Late Payment in Commercial Transactions), with a minimum of € 100, even if terms of respite are granted.

12. Applicable law and competent court

All quotations and agreements from the seller are subject to Belgian law. In the event of a dispute, the court of the seller's registered office has exclusive jurisdiction.