

GENERAL CONDITIONS

1. GENERAL

1.1 This document describes the general conditions of DIBO BV, with registered office at Hoge Mauw 250, 2370 Arendonk, Crossroads Bank of Companies 0877.684.902, Register of Legal Entities Antwerp - Turnhout Department, tel. +32 (0)14/67.22.51, info@dibo.com, www.dibo.com (hereafter referred to as: "DiBO").

1.2 The following definitions apply in these general conditions:

- the Customer: the natural person or legal person who concludes an agreement with DiBO of whatever nature, such as the purchase or rental of goods as well as the delivery of services (including maintenance, installation and repair work);

- Goods: all movable property that may comprise the subject of agreements between DiBO and the Customer, including machines, installations, appliances, parts, accessories and tools, as well as goods related to the latter in the broadest sense.

1.3 The legal relationship between DiBO and the Customer is always governed by these general conditions, that are applicable to all documents from DiBO such as offers, order confirmations and invoices, to all orders from the Customer and to all agreements between DiBO and the Customer. The Customer accepts these general conditions by virtue of signing the agreement or placing an order. The applicability of other general conditions is explicitly excluded, even if these conditions stipulate that they exclusively apply.

1.4 The invalidity or unenforceability of one of the stipulations in these conditions does not affect the validity and enforceability of the other stipulations.

1.5 Varying stipulations must always be established in writing and are interpreted restrictively.

1.6 DiBO can supplement, restrict or change these general conditions for the purposes of their application for future legal relationships.

2. OFFERS

2.1 Unless specified otherwise, offers are valid for 30 calendar days from the date of sending. DiBO always has the right to rectify material errors or omissions.

2.2 Each offer is based on the data provided by the Customer, for reasonably to be anticipated normal use, and on the presumption that the order can be carried out in normal circumstances and during normal working hours. Should these data and/or this presumption appear incorrect, DiBO reserves the right to charge for additional work and costs.

2.3 An agreement originates when the Customer accepts an offer from DiBO within the period of its validity, or when DiBO commences work on an order from the Customer (e.g. by carrying out requested services, by delivering sold goods, etc.) depending on the case. The existence of an agreement can be proven by all means.

2.4 Variations from specified properties are accepted by the Customer to the extent the properties are not essential to the Customer, or for that explicitly requested by the Customer and accepted for use by DiBO, or for the reasonably intended use.

3. INSPECTION AND COMPLAINTS

3.1 The Customer must inspect the goods supplied on delivery at his own expense, and check among other things that the goods supplied correspond to the order as regards nature, essential properties and quantity.

3.2 Used or second-hand goods are sold in their current condition, with the condition being adequately checked or could have been adequately checked by the Customer preceding the agreement. DiBO then bears no liability nor any guarantee obligation. In the event of a consumer sale, the period in article 1649quater §1 paragraph 2 former Civil Code is limited to one year after the delivery.

3.3 Complaints concerning new goods must be reported within 14 calendar days of receipt of the goods or after the establishment of a defect. In the event of a consumer sale a period of two months applies from the day on which the consumer established the defect (see article 1649quater §3 former Civil Code).

3.4 Complaints must always be sent by registered mail to the address of the registered office of DiBO with a clear, accurate and detailed description of the alleged defects.

3.5 Complaints do not give the Customer the right to suspend his payment obligations.

4. ASSEMBLY AND BRINGING INTO USE – REPAIRS AND ADAPTATIONS

4.1 The costs of assembly and bringing into use are not included in the selling price of the goods and are separately invoiced.

4.2 If DiBO has committed itself to the assembly and bringing into use of the goods, this takes place according to DiBO's instructions. DiBO has the right to appoint a technician for supervision of the activities, whose travelling and accommodation expenses are paid by the Customer. The Customer ensures that the circumstances on-site – in the broadest terms – are conducive for the purposes of assembly and bringing into use. The Customer will make manpower and auxiliary materials available where necessary and reasonable.

4.3 If assembly and bringing into use cannot take place as provided for through the actions of the Customer, the Customer is responsible for additional costs caused as a result.

4.4 Article 5 shall apply mutatis mutandis.

4.5 Any repairs or adaptations to the machines must be carried out by DiBO or with its prior permission.

5. GUARANTEE AND LIABILITY

5.1 DiBO only offers a guarantee for hidden defects in new goods, and this for one year after delivery or sending and subject to their normal use by the Customer. The guarantee entails that should during this period any defect originate to parts due to defective construction, DiBO will either replace or repair them free of charge as decided by DiBO. This guarantee only applies should such a defect be brought to the attention of DiBO in conformity with the conditions in article 3. DiBO has the right to recover ownership of the replaced part.

5.2 The guarantee is no longer applicable if the Customer makes repairs or changes himself or has them made without prior permission from DiBO, or if the Customer does not meet his payment obligations.

5.3 The abovementioned guarantee excludes any other liability on the part of DiBO for no, not proper or not on-time compliance.

5.4 The Customer will give DiBO notice of default and give DiBO a reasonable period of time to comply with its guarantee obligations before the Customer may approach a third party or claim liability of DiBO due to an infringement of the guarantee obligation, with this liability limited to the repair or replacement of the inadequate goods or parts.

5.5 Without prejudice to article 5.3, DiBO cannot be held liable for any other form of direct or indirect damage such as – but not limited to – damage as a result of operational down time, turnover loss, any other consequential losses, or damage caused to goods or persons as a result of incorrect operation of the goods.

5.6 Without prejudice to articles 5.3 and 5.4, the liability of DiBO is at all times limited to the agreed price of the relative goods.

5.7 The Customer will indemnify DiBO against claims from third parties that exceed the amount of the selling price of the relative goods.

5.8 If necessary or required, DiBO will provide the Customer with operating instructions, manuals, and/or other similar documents concerning the sold goods. The Customer will ensure that all persons who directly or indirectly use or handle these goods will do so in compliance with the documents. The Customer will provide a translation if necessary.

5.9 For the applicability of the guarantee obligation of DiBO it is required that the Customer fully registers the relative goods on the DiBO website.

6. CHANGES TO OR CANCELLATION OF THE AGREEMENT

If the Customer wishes to change or cancel the agreement concluded, he is bound to the payment of all damages, including loss of profit, and all costs resulting from the change or cancellation to DiBO.

7. TRANSPORT CONDITIONS

7.1 All goods, also those sold carriage paid, are transported at the risk of the Customer.

7.2 If goods are ready for sending but due to circumstances beyond the control of DiBO they cannot be transported to the destination, DiBO has the right to store the goods or have them stored at the expense and risk of the Customer and require payment as if delivery had taken place.

7.3 The choice of the means of transport is decided by DiBO, also with shipments not carriage paid whereby the Customer makes no requirements for sending. Hindrances or temporary impedances with the selected means of transport do not compel DiBO to use another means of transport. DiBO is not liable for delays during transport due to circumstances beyond its control.

7.4 For goods manufactured abroad, DiBO reserves the right to arrange incoming customs clearance with the exclusion of the Customer.

7.5 Unless the Customer requests DiBO to have the goods insured during transport in good time at the expense of the Customer, the goods are transported uninsured, without the Customer being able to make a claim on DiBO for damage to the goods caused during transport.

7.6 Unless it has been agreed otherwise in writing, export and import duties, stamp duties, terminal charges and incoming customs clearance, taxes, etc. are paid by the Customer.

8. DELIVERY PERIODS

8.1 Unless it has been agreed otherwise in writing, the specified delivery period is purely an indication.

8.2 Exceeding the delivery period does not give the Customer the right to cancel the order, refuse acceptance of the goods or suspend his payment obligations.

8.3 Even in the event of exceeding a reasonable delivery period, the liability of DiBO is at all times limited to the agreed price of the relative goods.

9. DELIVERY

After the relative goods have left the factory, or when the Customer has been informed in writing that the goods are ready for sending, they apply as supplied without prejudice to that stipulated in article 10 and irrespective of any assembly and installation obligations on the part of DiBO. The place of delivery is therefore the DiBO factory (ex-works), also if carriage paid sending and/or transport has been agreed.

10. RISK AND OWNERSHIP

10.1 The risk is transferred to the Customer at the time of delivery in the sense of article 9. That stipulated in the last sentence also fully applies with damage to goods caused by destruction of the packaging.

10.2 DiBO retains ownership of the goods for as long as the goods have not been fully paid for as the principal sum, interest and costs (including damage compensation and dispatch costs). For as long as the reservation of ownership applies, the Customer will treat the goods with due care and diligence, ensure that they are adequately insured, and not sell, pledge or give a third party any rights to them. Should third parties assert rights on the goods under reservation of ownership, the Customer will immediately inform DiBO of this in writing and provide all relevant information to allow DiBO to safeguard its rights.

11. EXCEPTIONAL CIRCUMSTANCES AND ACT OF GOD

11.1 Should during the course of the agreement exceptional circumstances occur that could not be anticipated with the conclusion of the contract, but that seriously disturb the contractual balance so the activities of DiBO are unreasonably made more difficult or more expensive, the parties will renegotiate to restore this balance by, for example, agreeing a reasonable price increase or (as ultimate remedy) dissolving the agreement. DiBO cannot, for example, be compelled to purchase ordered goods that are not in stock and cannot be ordered in its customary way and under its customary conditions again or elsewhere.

11.2 DiBO is not liable for any non-compliance with the agreement that is the consequence a foreign cause or circumstances that cannot be attributed to DiBO. In such a case of Act of God or foreign cause, with these terms being widely interpreted, no damage compensation whatsoever nor any contractual penalty will apply. If the Act of God is temporary, DiBO's obligations are temporarily suspended. If the Act of God is permanent, DiBO is by right released of its performance obligation. If the Customer itself claims an Act of God and this lasts longer than 3 months, DiBO is entitled to terminate the agreement without period of notice.

12. TERMS OF PAYMENT

12.1 In the event of serious presumptions that the Customer will not be able to comply with his payment obligation (suspension of payments, default of payment of secured creditors, etc), DiBO is entitled to suspend its obligations and request the Customer for a reasonable guarantee (whole or partial payment in advance, security, bank guarantee, etc.). DiBO must inform the Customer of this in writing with adequate justification.

12.2 Invoices are payable in euros to the registered office of DiBO. If the invoice has no due date, it is payable within 30 calendar days of the invoice date. Payment is made by bank transfer to the account number specified on the invoice.

12.3 In the absence of payment when due, the unpaid principal sum will by right and without prior notice of default be increased by late payment interest of 8% per year and by damage compensation of 10% (with a minimum of 125.00 euros), without prejudice to the right of DiBO to claim payment for its damage suffered.

12.4 In the event of default of payment of a due and payable amount, and if the Customer neglects to act upon a written notice of default within a short but reasonable period, DiBO is entitled to suspend the carrying out of its own obligations, request additional guarantees, or require cash payment prior to each delivery.

12.5 Complaints concerning invoices must be sent to DiBO within 14 calendar days of the invoice date by registered mail with adequate justification.

12.6 In the event of default of payment, payments for other not yet due invoices become immediately due and payable.

12.7 Our invoices are assigned and can only be paid to BNP PARIBAS FORTIS FACTOR NV, BE 0414.392.710, tel. +32 (0) 14 405 411.

Please mention complaints within five days to this email address: info@bnpparibasfortisfactor.com. Account number: IBAN BE73 0019 1592 0960. BIC: GEBABEBB.

13. DEFAULT BY THE CUSTOMER

In the event of serious default that is not rectified despite written notice of default, suspension of payments, an (application for) bankruptcy, liquidation or disintegration on the part of the Customer, as well as if the Customer is subjected to executory or conservatory attachment, DiBO has the right without additional notice of default and without prior legal action to (i) suspend one or more of its obligations, (ii) require whole or partial payment prior to delivery, notwithstanding other stipulations, or (iii) wholly or partly dissolve the agreement without the Customer being entitled to damage compensation. None of the above prejudices the right of DiBO to payment for damage it has suffered.

14. INTELLECTUAL PROPERTY

14.1 Illustrations, drawings, models and other documents that are protected by an intellectual property right (e.g. copyright, patent law or trademark law) or other rights (e.g. secrecy) remain the property of DiBO at all times. Without explicit written permission the Customer not may copy such material, reproduce it, make it public nor make it available to third parties.

14.2 DiBO is entitled to invoice incurred design, drawing, calculation and/or reproduction costs in reasonableness if the Customer ends negotiations inappropriately or late (*point of no return*).

15. VARIOUS PROVISIONS

15.1 Subject to mandatory provisions to the contrary, only the law courts of the registered office of DiBO are authorised to judge any disputes and only Belgian law is applicable.

15.2 The waiver by DiBO of specific rights is only possible explicitly and in writing and must be interpreted restrictively.

15.3 DiBO has the right to wholly or partly transfer its rights and obligations resulting from an agreement to a third party (e.g. for factoring). If the Customer wishes to transfer (its obligations under) an agreement to a third party, this requires the prior and written explicit permission of DiBO.

15.4 Within the context of its business operations DiBO may process personal data in the context of the GDPR (General Data Protection Regulation). More information about this can be found in our privacy policy.