

# General Terms & Conditions VARITAPE BV

## 1. SCOPE

- 1.1 These conditions exclusively apply to the sales and deliveries of goods and maintenance services and/or work by Varitape BV.
- 1.2 The customer can solely invoke deviating and/or additional clauses and/or their own (purchase) conditions if the latter are explicitly accepted by Varitape in writing.

## 2. QUOTATIONS

- 2.1 All quotations are without obligation, unless they contain a term for acceptance by customer.
- 2.2 Verbal and/or telephone agreements only apply if they are confirmed in writing and accepted in writing by the other party
- 2.3 ***In case of cancellation of the order by the customer, for whatever reason, the customer owes a fixed compensation of 30% of the agreed price as compensation for the damage resulting from the cancellation. Moreover, Varitape BV reserves the right to claim additional compensation if the damage resulting from the cancellation exceeds the fixed amount.***

## 3. DELIVERIES AND COMPLAINTS

- 3.1 Agreed delivery times are approximate, unless otherwise explicitly agreed in writing.
- 3.2 Delayed delivery does not give the customer the right to terminate the agreement in full or in part, unless in case of proven intent or gross negligence on the part of Varitape BV.
- 3.3 Within five working days after the delivery was made or the services and/or work were performed, the customer shall inform Varitape BV in writing about complaints regarding the delivered goods or the executed services and/or works performed, with a clear description of the complaint. After this period, Capriole does not bear any responsibility for the defaults or errors.

## 4. PAYMENTS

- 4.1 Unless special payment terms are agreed upon in writing, the payment of the amount due, without any discount or compensation, shall be made within the term indicated on the relevant invoice. Varitape BV also is entitled to demand prepayment or immediate cash payment.
- 4.2 Unless otherwise and in writing, the agents or representatives of Varitape BV are not entitled to receive payments.
- 4.3 ***In case the customer will not pay the amount due in time, Varitape BV is entitled, without any notice, to an interest equal to the interest rate determined in the law of 2 August 2020 on combating late payment in commercial transactions, regarding as from the due date of the invoice concerned until the day of full payment as well as to a compensation clause of 10% with a minimum of 100 EUR.***
- 4.4 In case the customer will not pay an invoice one time, all claims of Varitape BV to the customer are promptly due and payable, including the invoices which are not due yet.
- 4.5 All costs related to the recovery of any claim by Varitape BV from the customer will be born by the customer, including but not limited to the legal and attorney fees.
- 4.6 Except when explicitly mentioned otherwise at the moment of payment, each payment of customer will be allocated on the oldest invoice due.
- 4.7 Unless otherwise indicated, all prices do not include VAT and other public taxes, nor installation, delivery fees or order cost, unless otherwise agreed in writing. The exchange rate risk is borne by the customer.

## 5. RETENTION OF TITLE

- 5.1 ***Delivery of goods to the customer will be done under the explicit retention of title up to the moment of full settlement by the customer of the price.***
- 5.2 The customer is responsible toward Varitape BV for all damages that occur to the goods before the transfer of property, mentioned in this article. Customer will properly insure herself for this.
- 5.3 Varitape BV is entitled to recover the goods delivered under retention title and still present with the customer in case the customer is in default of his payment obligations or, to the opinion of Varitape BV, has payment difficulties or is likely to suffer payment difficulties. Varitape BV can in this case demand the customer at all times that it provides Capriole with sufficient security for the fulfilment of his obligations or recover the goods until full payment is received.
- 5.4 Advances paid remain acquired by Varitape BV as compensation for possible losses on resale.

## 6. WARRANTY

- 6.1 Varitape BV offers one year after delivery, except when otherwise agreed in writing, on all materials a warranty against material- and production effects, excluding parts sensitive to wear and tear and guarantees that all delivered goods complies with the normal requirements of reliability and usability and existing government regulations.
- 6.2 Varitape BV will determine whether the warranty is applicable and will determine, at its own discretion to 1) replace the goods within a reasonable time period or 2) reimburse the goods at the invoiced price.
- 6.3 There is no right to any warranty in case the defect and wear and tear is apparently caused by negligent maintenance, poor or wrongful storage, in case this wear and tear can be considered as normal, in case modification in or to the device or Equipment are made by third parties, and/or defects caused by use not corresponding with the destination or improper use, and/or defects caused by the use of wrong ingredients and/or damages by wilful misconduct or gross negligence, and/or circumstances from outside (such as lightning, power failure, natural disasters).
- 6.4 Nor does the warranty apply if the materials have been processed by the customer.
- 6.5 The warranty is granted on the condition that the customer has fulfilled timely and fully all its obligations toward Varitape BV.

## 7. RESPONSABILITY

- 7.1 Varitape BV is never responsible to the customer for any consequential damages, corporate damages, indirect damages, damages of third parties and/or loss of profits, except in case of wilful misconduct or gross negligence on the part of Varitape BV itself.
- 7.2 The liability is limited to maximum the amount paid by the insurance company of Varitape BV, in occurring case, and in case the insurance company does not cover the damage, Varitape BV will, to whatever account, not be liable for more than the invoice value of the goods as a result of which the customer has suffered damages.

- 7.3 Opinions of Varitape BV and her employees, regarding the qualities, execution forms, measures, etc... will be given at best knowledge but the customer is not entitled to any compensation from Capriole on basis of these opinions.

- 7.4 The customer will hold Varitape BV harmless for claims of third parties that suffer damages from the execution of the agreement and the damages are attributable to the customer.

## 8. PROCESSING OF PERSONAL DATA

- 8.1 Varitape BV collects and processes the identity and contact details that they receive from the customer and that relate to the customer himself, its staff, employees, appointees and other useful contact persons. The purposes for these processing operations are the implementation of this agreement, customer management and accounting.
- 8.2 The legal grounds are the implementation of the agreement, the fulfillment of legal and regulatory obligations and / or the legitimate interest of Varitape BV.
- 8.3 The aforementioned personal data will be processed in accordance with the provisions of the General Data Protection Regulation and will only be passed on to processors, recipients and/or third parties insofar as this is necessary in the context of the aforementioned purposes for the processing. The customer is responsible for the correctness and updating of the personal data that he provides to Varitape BV and undertakes to strictly comply with the provisions of the General Data Protection Regulation with regard to the persons of whom he has transferred personal data to Varitape BV, as well as with regard to all possible personal data that he would receive from third parties and its staff, employees and appointees.
- 8.4 The customer confirms that he has been adequately informed about the processing of his personal data and about his rights to access, correct, delete and object. ***For further explanation, Varitape BV explicitly refers to the Privacy statement, as can be found on the website. The customer confirms to have taken note of this Privacy Statement and to accept its content.***

## 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual property rights of the goods and / or services delivered by Varitape BV rest exclusively with Varitape BV or its suppliers.
- 9.2 The customer will not remove or change indications of Varitape BV or its suppliers regarding copyrights, brands, trade names or other intellectual property rights.
- 9.3 Varitape BV reserves all intellectual property rights, industrial property rights and other rights with regard to documentation that is provided. The customer is expressly not permitted to multiply this in any way or to hand it over to third parties. The customer will ensure that his employees and/or third parties comply with the aforementioned obligations.

## 10. CONFIDENTIAL INFORMATION

- 10.1 All sensitive information (such as, for example, but not limited to information of a financial, commercial, legal, tax, social, technical and/or organizational nature, business and trade secrets, customer and supplier data, personnel data, personal data, working methods, test procedures, designs and designs as well as functional specifications) which is made available to the customer by Varitape BV prior to the conclusion of an agreement between the parties or during or after the implementation of the agreement between the parties, will be regarded as confidential and as such treated by the customer.
- 10.2 The customer will (i) only use the confidential information for its own use and with due observance of the greatest discretion, (ii) not copy or reproduce the confidential information in any other way or for any other purpose than the performance of the agreement with Varitape BV, (iii) not use the confidential information to gain (commercial) advantage, (iv) not make the confidential information known or available /accessible to third parties without the prior, explicit and written permission of Varitape BV, (v) only disclose the confidential information to its employees insofar as the knowledge of the employee concerned is absolutely necessary for the performance of the agreement and on condition that the employee concerned is bound by similar confidentiality provisions as provided in these Conditions.
- 10.3 This confidentiality obligation of the customer will survive the termination of its agreement with Varitape BV for a period of three (3) years following the termination of that agreement, unless otherwise agreed in writing between Varitape BV and the customer.
- 10.4 Varitape BV remains at all times the owner of any confidential information which it discloses to the customer, which does not derive any rights from that disclosure.

## 11. APPLICABLE LAW

- 11.1 To all offers, concluded agreements and other commitment entered into with Varitape BV, as well as the execution thereof, Belgian law will exclusively apply.

## 12. Disputes

- 12.1 ***All disputes coming forth or related to an obligation to which these conditions apply or regarding the conditions itself and the explanation and/or execution thereof, will be exclusively submitted to the competent courts of Sint-Niklaas***
- 12.2 In case an article, condition or provision of these general terms and conditions will be declared invalid or non-enforceable the remaining terms and conditions will remain binding and in full force and effect. Parties will negotiate on a valid replacement alternative that will cover as much as possible the original intentions of the parties.