

**General Terms & Conditions of Sales - ClayLime Sprl - Avenue Monplaisir 77/89 - 1030 BRUSSELS -  
BCE/KBO: 0897.254.849**

**Article 1 - Application of the general terms and conditions**

These general terms and conditions apply to any sale of products (hereinafter "Products") marketed by Sprl ClayLime (hereinafter "ClayLime"). These terms and conditions are fundamental to the concluding of the contract by ClayLime. By agreeing to contract with ClayLime, the Customer expressly accepts these terms and conditions and waives unreservedly its own terms and conditions. Any change to these terms and conditions requires the prior written consent of ClayLime. Any provision of these terms and conditions that violates an imperative or public order provision is deemed unwritten, without this nullity affecting the validity of the contract as a whole, unless this provision is fundamental to the contract itself. Each party will endeavour to negotiate immediately and in good faith a valid provision of equivalent economic effect.

**Article 2 - Offers - Order Confirmation**

Offers are made without commitment on the part of ClayLime and subject to availability. The information provided in the catalogues, technical documents, price lists, memoranda and websites of ClayLime is given by way of indication only.

Any order from ClayLime, made in a ClayLime showroom, on one of the ClayLime websites or through a trade representative, needs to be confirmed in writing by a person authorized by ClayLime, and whose particulars the Customer undertakes to verify upon receipt. ClayLime may not be held responsible for errors in the data supplied by the Customer. Moreover, any order made through one of the ClayLime websites will be considered final only after crediting of payment to ClayLime's account.

No unilateral cancellation of an order will be accepted without the agreement of ClayLime. Any change in an order and any accessory condition or waiver regarding the purpose and modalities of the sale are valid only insofar as they are included in the offer or order confirmation from ClayLime.

**Article 3 – Pricing**

The list of prices and the technical documents are given for information only. They do not imply any warranty by ClayLime and can be changed unilaterally without prior notice. Unless otherwise stated, prices are given in Euros, ex-tax..

ClayLime reserves the right to revise the price of a confirmed order by written notification, in the event of an increase of price-determining factors such as the rising of prices by ClayLime's suppliers and government measures that do not constitute normal commercial risks. Unless contested by the Customer within 7 days of notification date, the price revision will be deemed to be accepted. Foreign exchange costs and risk are in any event always borne by the Customer.

**Article 4 - Delivery and transport**

Unless otherwise stated, delivery times are never legally binding. They are always to be understood as 'from factory gate', regardless of the agreed place of delivery. The Products will be packaged in a customary way for normal conditions of transport. Any special measures must be requested in writing by the Customer. ClayLime is authorized to make partial deliveries and freely choose the carrier. Delivery is organized by ClayLime and takes place at the Customer's risk. Delivery charges and related taxes (customs duties, VAT and other) incurred by ClayLime for delivery will be charged to the Customer by ClayLime.

In case of delivery against payment, the Customer is required to provide proof that the payment has been made and that ClayLime's account has been credited. Otherwise, the Products will not be delivered to it, but will be presented a second time to the Customer by the transporter at the Customer's expense.

If expressly agreed, delivery may take place by the making available of the products at the ClayLime registered offices. If the customer fails to take possession of the Products, the availability of which has been notified to it, it will bear all costs of the storage of the same. In the event of delay or non-delivery for reasons fact attributable to the Customer, the Customer remains liable for the payment of the price in accordance with Article 3 above.

**Article 5. Claims**

The Customer shall, upon delivery, conduct a careful examination of the Products at its expense, and immediately report any defects to ClayLime. Packaging must be retained. Otherwise, in the event of returning the Products, the Customer will be required to pay a lump sum to cover the costs of repackaging the products of which the packaging has disappeared. Any claim relating to defective products, an inaccuracy in the quantities delivered or erroneous reference in relation to the Customer's order should be sent in writing, with a precise description (minimally a list of missing or defective Products, the reference of the Product(s), invoice number and an explanation of the problem)

within 48 hours from receipt of goods, without neglecting recourse against the carrier. Failing this, the delivery will be deemed to have been accepted.

#### **Article 6 - Warranties**

The labels glued to all products are essential for the warranty. The products are guaranteed by ClayLime against apparent defects for a period of 48 hours after delivery and against latent defects which render the Products totally unfit for the intended use for the period specified in the special conditions, and failing this for a period of one year from the date of receipt of the Products and in any event no longer than the duration of the warranty provided by ClayLime's supplier.

Excluded from the warranty are direct or indirect damage resulting from: - Any prolonged and unprotected storage in a damp place, at below 5 °C or above 25 °C / - Any negligence, any incorrect connection or handling, any maintenance, preparation, use and protection of equipment and application on surfaces not conforming with ClayLime technical specifications or, more generally, improper, faulty or clumsy use. / - Any addition of complementary device, of product or of equipment accessory or the use of any parts necessary for the operation of the equipment not conforming to ClayLime's technical specifications / - Any changes or modifications made to the products by any third party. In the event of bankruptcy of the supplier or its inability to supply, the Customer has no recourse against ClayLime.

In the event of a defect covered by the warranty, the Customer shall be obliged, under pain of forfeiture of the benefit of the same, to cease immediately the use of the Product in order to allow ClayLime to make a joint examination with the Customer of the alleged defect and / or to remedy the problem.

The Product may not be returned without the prior written permission of ClayLime and the granting of a return reference number. Upon receipt of this agreement, the Customer has 7 calendar days to return the defective goods at ClayLime.

The Customer will hold ClayLime harmless against any right, legal action or claim pressed by a third party against ClayLime owing to direct and/or indirect damage suffered by such third party in one or more of the above cases and giving rise to the warranty exclusion.

In the event of liability recognized by ClayLime or established against it, due to an apparent or hidden defect, this liability is strictly limited to the replacement of the Product concerned, to the exclusion of all other damages, which, by accepting the present terms and condition, the Customer expressly renounces.

#### **Article 7 - Retention of title**

By way of derogation from Article 1583 of the Belgian Civil Code, the transfer of ownership of the Products will take place only after full payment of the price, both principal and any accessory amount.

The failure by the Customer to execute its obligations, for any reason whatsoever, entitles ClayLime to demand the immediate return of the delivered goods at the Customer's risk and expense.

The Customer agrees, in the event of insolvency proceedings affecting its business, to actively participate in the establishment of an inventory of goods in its stocks and of which ClayLime claims ownership. Failing this, ClayLime will be entitled to have the inventory established by court bailiff at the Customer's expense. In the event of late payment, ClayLime may prohibit the Customer from proceeding with the resale, transformation or incorporation of the goods. In order to guarantee payments not yet made and in particular the balance of the Customer's account in ClayLime's records, it is expressly stipulated that the rights relating to the delivered but unpaid goods will refer to identical goods coming from ClayLime in stock at the Customer's premises, with no need to impute the payments to a particular sale or delivery.

#### **Article 8 – Intellectual property rights**

ClayLime reserves all intellectual property rights on the Claylime and TadelaktPro brands and on the trade names Creatina and Claystone, without this list being exhaustive. Any use of these elements is forbidden without the express authorization of ClayLime. If authorized, their use must be normal and in accordance with the legitimate interests of ClayLime. ClayLime disclaims any liability resulting from the use of its brands or trade names at the initiative of a third party.

#### **Article 9 – Resolatory clause**

In the event of failure by the Customer to fulfil any of its obligations, the sale shall be terminated as of right and the goods returned to ClayLime, without prejudice to any damages that ClayLime may claim against the Customer, within 48 hours after the sending of formal notice that remains unanswered. In this case, ClayLime is authorized to claim from the Customer a lump sum indemnity of 10% of the sale amount.

### **Article 10 - Payment**

In the event of failure to pay at due date, all amounts owed will be increased, as of right increased and without notice, by interest at the rate of 12% per annum and a lump sum indemnity of 15% of the principal amount, minimum € 50. ClayLime reserves the right to refuse or suspend any delivery in case of late payment, without the buyer having any claim any compensation.

No claim of any kind whatsoever shall entitle the Customer to withhold all or part of the sums owed by it or to offset the same, even if such claim is taken into consideration by ClayLime.

Unless otherwise expressly agreed and confirmed in advance by ClayLime, payments must be executed by bank transfer at the time of order with proof that the payment has been made upon receipt in the case of cash on delivery. ClayLime reserves the right to request proof of prior transfer from the Customer where the amounts involved are significant. In the case of staggered payment, expressly accepted by ClayLime, non-payment of a single instalment at due date will render the entire price immediately due and payable, whatever the conditions agreed previously, even if the due dates have resulted in the establishment of acceptable bills of exchange. The same shall apply in the event that the Customer sells, assigns, or pledges its business or contributes it into a registered company.

### **Article 11 - Force majeure**

Unforeseeable circumstances or force majeure entitle ClayLime to suspend the performance of all or part of its obligations and / or to terminate this contract, partially or totally, without compensation of any kind whatsoever. For the purposes of this Article, the following shall be deemed to be cases of force majeure: war, mobilization, riot, bombing, unrest on the public highway, strike, lock-out, severe weather, fire, explosion, flood, shortage of raw materials, breakage of machinery seriously affecting the manufacture or transport of goods or of materials necessary for the manufacture of such goods.

### **Article 12 - Jurisdiction and applicable law**

The present Terms and Conditions of sale are subject to Belgian law. In the event of a dispute concerning the interpretation, conclusion or execution of the contract, the parties will attempt to resolve this dispute by mediation in accordance with the mediation rules of the Brussels Business Mediation Center, abbreviated form 'bMediation', avenue Louise 500 à 1050 Brussels - tel: (0032)2/643 78 33 email : [info@bmediation.eu](mailto:info@bmediation.eu). The parties undertake not to terminate the mediation until each of the parties has made the introductory statement in a joint session.

Should this mediation fail, the dispute shall fall under the exclusive jurisdiction of the courts of the judicial district of Brussels.

Application of the Vienna Convention on the International Sale of Goods is expressly excluded.