



GENERAL TERMS AND CONDITIONS DOX GROUP NV

Unless otherwise agreed in writing, the legal relationship between the parties shall be governed by these general terms and conditions, in respect of which the buyer declares that he took note of and agrees with their contents. These general terms and conditions shall take precedence at all times over the terms and conditions of the buyer.

1. The disclosing of a price list shall never constitute an offer and shall not oblige us to any supply.
Price rates mentioned in price lists shall be informative and are at all times subject to changes without prior notice.
Any order and/or contract shall only be binding after our written confirmation.
2. All accepted orders shall be executed at the price rates that apply on the day of delivery.
The goods shall always be shipped at the buyer's risk, even if it concerns a freight free shipment.
VAT shall always be due on the charged price, in accordance with the applicable tax rate.
3. The delivery terms are always given by way of indication and are not binding. There can be no compensation in case of a delay in the delivery, nor can this give rise to the termination of the contract. In case of force majeure such as strikes, lock-out, lack of raw materials or labour, transport, etc. ... with us or with our suppliers, we reserve all rights to terminate the contract. This shall never give rise to payment of damages.
4. Until full payment of the price, the delivered goods shall always remain our property. In case the buyer already sold the goods to a third party prior to payment of the price, then we shall be entitled to make any claim on the buyer's claim to the relevant purchase price. Payments made in advance shall remain acquired by us.
5. Any complaint or protest shall be made by registered mail sent to the address of our corporate seat, failing which any entitlement to a claim shall be lost. We shall not incur any liability if the buyer has performed any manipulation whatsoever to the supplied goods. In case a complaint for defective goods is acknowledged by a court or between the parties, our liability shall be limited to a proportional refund or the replacement of the goods in dispute and our liability for any further direct or indirect damages, shall be excluded.
6. Except otherwise agreed in writing, all our invoices shall be payable in cash and without any discount at the address of our corporate seat.
7. Any invoice that is not paid on its due date, shall automatically and without prior formal notice, incur a legal interest of 12% per year. A fixed compensation of 12% of the total invoice amount with a minimum of 250 EUR shall then be due as well. All debt collection costs shall be for the account of the buyer.
In case of non-payment of an invoice on its due date or in case there is an indication of insolvency of the buyer, e.g. non-payment of social security or VAT, the filing of bankruptcy or the application of the Act on the continuity of enterprises (protection against creditors), ... all debts, even those not yet due, shall become due and immediately payable. In such cases the execution of all ongoing contracts can be suspended or terminated by us without prior notice and without any right to compensation for the buyer.
In case of termination or annulment, the buyer shall not only refund all costs already made or due, but shall also pay a compensation of 20% of the value of the order, with a minimum of 125 EUR. If, however, this value is unknown, a fixed compensation of 1.250 EUR shall be due in addition to the refund of all costs already made or due.
8. Only the courts of Antwerp, division Antwerp and the District Court of Kapellen shall have jurisdiction to hear the disputes between the parties. Belgian law shall apply. The United Nation's Convention on contracts for the international sale of goods, signed at Vienna on April 11, 1980, the Convention on the limitation period in the international sale of goods, signed at New York on June 14, 1974 and the Protocol amending the Convention on the limitation period in the international sale of goods, signed at Vienna on April 11, 1980 are explicitly excluded.