1) GENERAL

Unless specified otherwise in a written agreement, these general terms and conditions shall apply to all offers and quotes issued by NV RENSON® SUNPROTECTION-PROJECTS (Maaiebeekstraat 6, B-8790 Waaregem, 0484.673.203 – hereinafter "RENSON®"), to all agreements concluded by RENSON® and of which the execution of compensation for the use of the goods to be supplied by RENSON®, regardless of whether the residence or registered office of the Customer is located in Belgium or another country and regardless of whether the delivery is to be made in Belgium or another country. In the event of a discrepancy between these general terms and conditions and any separate written agreement between RENSON® and the Customer, the clauses of the separate written agreement shall prevail. Through the acceptance of the order, the Customer acknowledges and accepts these general terms and conditions. Furthermore, acceptance of these general terms and conditions implies that the Customer completely renounces the application of its own (general) purchasing terms.

2) CONCLUSION OF AGREEMENTS AND CANCELLATION OF THE ORDER

2.1 Quotes shall be valid for sixty (60) days from the date on which they are issued, unless otherwise stated by RENSON®. The Customer shall accept or refuse the quotes within this period. Quotations shall be free of obligations and thus shall not be binding for RENSON®. Deviation from the quote shall be possible if certain real information communicated by the Customer and not taken into account during determination of the price are found to not correspond to the actual situation.

2.2 There shall only be an agreement between RENSON® and the Customer from the time of the signing of the separate written agreement or of the confirmation of the order with all the respective terms and conditions of RENSON®, the signing of a separate written agreement or delivery and invoicing of the goods.

2.3 The agreement between RENSON® and the Customer shall not include assembly and installation, which shall be performed under the responsibility and at the expense of the Customer.

3) DELIVERY

3.1 In the event of cancellation of the order by the Customer within 24 hours following confirmation of the order by RENSON® (date of the fax), the Customer shall owe a fixed compensation equal to 25% of the agreed price, without prejudice of the right of RENSON® to claim compensation for the costs incurred by third parties. Because the goods are almost custom-built and therefore only have value if used in the location for which they are intended, any cancellation of the order after this 24-hour period shall be unlawful. Compensation shall be fixed by RENSON® and following payment by the Customer of the full price of the goods.

3.2 In the event of default or partial delivery to an invoice by the due date, the Customer shall be entitled to suspend further execution of both the agreement in question and the delivery and invoicing of the goods.

4) PRICE AND PAYMENT

4.1 The order shall be invoiced at the prices and conditions as stated in the order confirmation or the invoice. Unless stipulated otherwise in a written agreement, the prices shall be exclusive of (i) VAT; (ii) all drawings specifically for the goods ordered; (iii) any assembly and installation of the goods to be performed by RENSON®; (iv) any costs of transport or delivery of the goods to the delivery address. Only the Customer shall be liable for the use it makes of the goods.

4.2 Invoices shall be paid to the company headquarters of RENSON® by the Customer within 30 days following the delivery date or the invoice date, as stated on the invoices. In the event of failure to pay one single invoice by the due date, RENSON® shall be entitled to apply a proportional price increase, by simple notification.

4.3 The Customer must specifically and precisely record visible damage on the invoice and deliver the original invoice and the object sent by registered mail sent within 8 days after receipt of the invoice. Dispute of the invoice shall not suspend the Customer’s obligation to pay.

4.4 Invoices, unless stipulated otherwise in a written agreement. All payment costs shall be borne by the Customer.

4.5 In the event of partial or total failure to pay an invoice by the due date, the Customer shall pay, (i) in the event of default of payment of an invoice on one occasion, 1% of the amount due, increased by a fixed compensation of 10% of the invoice amount, with a maximum of 125 Euros, without prejudice to the right of RENSON® to claim further compensation for the costs incurred by third parties. Only the Customer shall be liable for the use it makes of the goods; (ii) and any other debts owed by the Customer that have not yet come due shall be suspended, and without prejudice to the right on the part of the Customer to cancel, to absorb the entire order or a portion thereof, without prejudice to the right of RENSON® to compensation for its damages.

5) CONCLUSION OF AGREEMENTS

5.1 The agreed delivery deadlines are indicative unless agreed otherwise in writing. Any unmet or late delivery of the goods shall give rise to any liability on the part of the Customer.

5.2 If one clause (or part thereof) of these general terms and conditions was to be invalid or rendered ineffective, the validity and enforceability of the other clauses of these general terms and conditions and of the other agreements to which these general terms and conditions apply as well as the other agreements or any other ongoing agreements shall not be affected.

6) LIABILITY AND FORCE MAJEURE

6.1 RENSON® (and its appointees, representatives and/or employees) shall only be liable for the obligations resulting from the agreement; (ii) in the event of suspension of payment or (filing for) bankruptcy of the Customer, a period shall be excluded unless agreed by RENSON®.

6.2 The warranty on sun protection systems and continuous louver systems shall be valid for two (2) years and will be extended to the end user for a limited period of time at the expense of RENSON®. In the event of the occurrence of a sun protection system or continuous louver system. Furthermore, in doing so, NV RENSON® does not give an explicit nor implicit guarantee to the Customer. Such studies must be carried out by specially trained engineers. The warranty provided by RENSON® shall not apply in the event of damage to any third party caused by improper use, inadequate maintenance, normal wear and tear or anomalies specific to the good that do not prevent its operation. "Improper use" shall be understood as any misuse, unsafe behavior, writing or feed use and unhappy with the installation, modifications, etc., and improper use or installation (including but not limited to defects in the underlying structure, defects in the manner in which the sun protection or continuous louver systems are attached to the structure or for defects caused by the Customer or third parties), improper interventions (such as cleaning, cleaning, etc.), improper replacement of the good or parts thereof. The warranty supplied by RENSON® shall likewise not apply in the event of damages caused by transport or storage on the work site, defects caused by unauthorized repair by third parties or the Customer. The warranty shall not apply in the event of damage or defects caused by the use of the system and, if necessary, replace and/or repair (at the expense of RENSON® the continuous louver system), the continuous louver system. In the event of failure to pay one single invoice by the due date, RENSON® shall be entitled to suspend further execution of both the agreement in question and the delivery and invoicing of the goods.
GENERAL TERMS AND CONDITIONS OF SALE OF NV RENSON® VENTILATION

1) GENERAL

Unless specified otherwise in a written agreement, these general terms and conditions shall apply to all offers and quotes issued by NV RENSON® Ventilation (Maaibeekstraat 10, B-8790 Waregem, 0462.152.837 – hereinafter “RENSON®”), to all agreements between RENSON® and the Customer, and to the delivery (1 month) of goods. In the event of conflicting information, regardless of whether the residence or registered office of the Customer is located in Belgium or another country and regardless of whether the delivery is to be made in Belgium or another country, these general terms and conditions shall apply, regardless of whether the general conditions and any separate written agreement between RENSON® and the Customer, the clauses of the separate written agreement shall prevail. Through the mere presence of the Customer in the area of delivery, and, if necessary, their acceptance of these general terms and conditions, it is implied that the Customer completely renounces the application of its own general (purchasing) terms and conditions.

2) CANCELLATION

2.1 Quotations shall be valid for sixty (60) days from the date on which they are issued, unless expressly stipulated otherwise. Quotes and proposed contracts from RENSON® shall be considered irrevocable and non-transferable. In the event of their irrevocable acceptance, the quote shall be possible if certain real information communicated by the Customer and that was important during determination of the price are found to not correspond to the agreement.

2.2 There shall only be an agreement between RENSON® and the Customer from the time of a signed confirmation of an order from a duly authorised representative of RENSON®, the signing of a separate written agreement or delivery and invoicing of the goods.

3) THE AGREEMENT BETWEEN RENSON® AND THE CUSTOMER

3.1 The agreement between RENSON® and the Customer shall not include assembly and installation, which shall be performed under the responsibility and at the expense of the Customer.

3.2 In the event of cancellation of the order by the Customer within 24 hours following confirmation of the order, the Customer shall pay a cancellation fee equal to 25% of the agreed price, without prejudice of the right of RENSON® to claim further compensation with proof of greater actual damages suffered. In the event of the Customer’s insolvency and bankruptcy, and, if necessary, acceptance of the order for which they are intended, any cancellation of the order after this 24-hour period shall be excluded unless agreed by RENSON® and following payment by the Customer of the agreed price of the goods.

4) PRICE AND PAYMENT

4.1 The order shall be invoiced at the prices and conditions as stated in the order confirmation or the price lists provided by RENSON®. Unless stipulated otherwise in a written agreement, RENSON® shall retain the right to make price adjustments with and without notice, for the goods ordered; (ii) any assembly and installation of the goods to be performed by RENSON®; and (iv) the varying materials. Unless stipulated otherwise in a written agreement, RENSON® shall alone be responsible for any taxes or duties. If certain costs that affect the agreed price were to increase as a result of circumstances outside of the control of RENSON®, such as increased fees and duties on the goods to be delivered, increased transport costs of the delivered products or raw materials, increases in wages as a result of national or sectoral Collective Bargaining Agreements, currency fluctuations, etc., RENSON® shall be entitled to apply a proportional price increase. The invoice shall be paid to the company headquarters of RENSON® by the date indicated on the invoices. Each invoice shall be deemed accepted in the absence of an objection by the Customer, within 8 days following delivery of the invoice. Any disputes concerning the invoice shall not suspend the Customer’s obligation to pay.

3.3 Payments must be made in EUROS, unless specified otherwise in a written agreement. Unless otherwise agreed, the Customer shall alone be responsible for any tax, fees, duties. If certain costs that affect the agreed price were to increase as a result of circumstances outside of the control of RENSON®, such as increased fees and duties on the goods to be delivered, increased transport costs of the delivered products or raw materials, increases in wages as a result of national or sectoral Collective Bargaining Agreements, currency fluctuations, etc., RENSON® shall be entitled to apply a proportional price increase. The invoice shall be paid to the company headquarters of RENSON® by the date indicated on the invoices. Any disputes concerning the invoice shall not suspend the Customer’s obligation to pay.

4.2 In the event of total or partial failure to pay an invoice by the due date, the Customer shall rightfully owe, without prior notification, 1% late interest fees per month, for each month that the compensation is delayed, with a minimum of 125 EUR, without prejudice to the right of RENSON® to claim further compensation with proof of greater actual damages suffered. All collection charges shall be borne by the Customer. In the event of failure to pay by the due date, (i) RENSON® shall be entitled to apply a proportional price increase. The invoice shall be paid to the company headquarters of RENSON® by the date indicated on the invoices. Any disputes concerning the invoice shall not suspend the Customer’s obligation to pay.

5) DELIVERY

5.1 Delivery deadlines are indicative unless agreed otherwise in writing. Any overstepping of the delivery deadline may not give rise to any liability on the part of RENSON®, to annulment of the agreement or to any form of compensation. Modifications, if accepted by RENSON®, shall automatically lead to an extension of the assumed delivery deadline.

5.2 Unless stipulated otherwise in a written agreement, delivery of the goods shall be made in Belgium. RENSON® shall be entitled to transfer the goods to the Customer if they have been delivered to the place of destination. The Customer shall sign the delivery slip in acknowledgement of receipt, stating its name and “in receipt of the goods”. The absence of contraventions of general delivery conditions is not a condition for acceptance or release. In the event that the goods are not picked up by the Customer on the delivery date, the goods in question shall be kept by RENSON® for a limited period of time, at the expense and risk of the Customer. Such storage shall not suspend the Customer’s payment obligation.

5.3 The goods delivered by RENSON® to the Customer shall remain the property of RENSON® until full payment of the invoice has been made. All amounts due to RENSON®, all amounts due, including interest and charges. Nevertheless, the risks of loss or destruction of the goods shall be fully borne by the Customer from the time the sold goods has been delivered. Any modifications to the good and/or parts thereof. Under no circumstances shall be prohibited from using the delivered goods as a means of payment or burdening them with any security right and the Customer shall affix a sign on the delivered goods which clearly states that they are the property of RENSON®. Advances paid by the Customer shall remain accrued in compensation for possible losses in the event of re-sale.

5.4 The Customer shall check whether the delivered goods contain visible damage or defects. The Customer must specifically and precisely record visible damage or defects on the delivery slip and report them to RENSON® within a maximum of 48 hours following delivery by registered mail or fax. Late complaints shall not be accepted. The Customer expressly agrees that, when the products are delivered, there may be slight colour differences depending on theRAL number among the paint shops themselves. These differences shall not give the Customer the right to demand annulment of the agreement or the delivery and/or payment and to obtain any form whatsoever of compensation or indemnification.

5.5 Any complaint regarding concealed defects must be made by registered mail sent to RENSON® within two (2) months from the discovery of the defect by the end user. Late complaints shall not be accepted. The Customer shall impose on the end user a maximum period for the reporting of defects of two (2) months following discovery of the defects.

6) WARRANTY

6.1 The warranty on ventilation products shall be valid for two (2) years from the date of issuance of the invoice or, if applicable, from the date of the fax, unless stipulated otherwise in a written agreement. The warranty period shall begin no later than two (2) months following the last day of the month in which the consumer purchases the product. In the event that the trust of RENSON® is undermined by legally enforced procedures and/or other demonstrable events that the Customer, the installation and maintenance of the goods must always be performed according to instructions provided with the goods and according to best practice. The warranty provided by RENSON® shall not apply in the event of damage to any goods due to improper use, inadequate maintenance, normal wear and tear or anomalies specific to the good that do not prevent its operation. "Improper use" shall be understood as any misuse, unsafe behaviour, wrong or forced use and unproven adjustments or modifications to the good and/or parts thereof. The warranty supplied by RENSON® shall likewise not apply in the event of damages to goods or parts thereof, caused by unauthorized repair by third parties, damages caused by parts that are noncomforming or not recognized by the technical department of RENSON®, intense exposure to harmful environmental conditions, assembly with unauthorised materials (other than those which are suitable, use of corrosive fluids or solvents, exposure to chemicals, exposure to a harsh industrial environment with resulting damage, corrosion due to exposure to other than those which are suitable). The Customer shall be expressly excluded.

6.2 In the event of failure to pay one single invoice by the due date, the Customer may appoint someone to represent it.

6.3 If certain circumstances outside of the control of RENSON®, such as increased fees and duties on the goods to be delivered, increased transport costs of the delivered products or raw materials, increases in wages as a result of national or sectoral Collective Bargaining Agreements, currency fluctuations, etc., RENSON® shall be entitled to apply a proportional price increase. The invoice shall be paid to the company headquarters of RENSON® by the date indicated on the invoices. Any disputes concerning the invoice shall not suspend the Customer’s obligation to pay.

6.4 The Customer may appoint someone to represent it.

6.5 The installation and maintenance of the goods shall be performed under the responsibility and at the expense of the Customer.

7) LIABILITY AND FORCE MAJEURE

7.1 The Customer is held liable for any damage, the liability of RENSON® shall consequently be excluded.

7.2 RENSON® shall be entitled to suspend the Customer’s other orders until full payment of the invoice has been made, RENSON® shall retain the right to claim compensation for all costs and damages incurred (including loss of earnings, administrative costs, transport costs, costs of storage, etc.) and all receivables from the Customer shall become immediately due.

8) ANNULMENT

8.1 All agreements between RENSON® and the Customer are part of a general contractual relationship, the conditions of which are subject to general terms and conditions. This relationship is subject to the conditions of which are subject to general terms and conditions. This relationship is subject to the conditions of which are subject to general terms and conditions. This relationship is subject to the conditions of which are subject to general terms and conditions.

9) MISCELLANEOUS

9.1 All agreements between RENSON® and the Customer are part of a general contractual relationship, the conditions of which are subject to general terms and conditions. This relationship is subject to the conditions of which are subject to general terms and conditions.

9.2 If one clause (or part thereof) of these general terms and conditions were to be invalid or unenforceable, that shall not affect the validity and enforceability of the other clauses of these general terms and conditions. In that case, RENSON® and the Customer shall negotiate in good faith to replace the invalid or unenforceable clause with a legal and enforceable clause that corresponds as closely as possible to the aim and intent of the original clause.

10) TERMINATION AND JURISDICTION

All agreements to which these general terms and conditions apply as well as all other agreements deriving therefrom shall only be governed by Belgian law. All disputes between the Customer and RENSON® which shall fall under the exclusive jurisdiction of the competent courts of the legal district of Kortrijk.

Texte français sur • Nederlands tekst op • Deutscher Text unter www.RENSON.eu
1) GENERAL

Unless otherwise agreed in writing, these general terms shall apply to all quotations made by NV RENSON® Sunprotection-Screens and the customer and all invoices by NV RENSON® Sunprotection-Screens, irrespective of any special conditions which may be set forth in the delivery list, quotation or in the purchase or sale contract. The customer’s general terms of purchase shall be applicable only if they are accepted by NV RENSON® Sunprotection-Screens in writing.

2) QUOTATIONS

Unless explicitly stated differently, quotations shall remain valid for 60 days from the date they were drawn up. Unless otherwise agreed in writing, the costs of the basic products or raw materials, increases in wages as a result of statutory provision or national or industrial collective wage agreements, currency fluctuations, etc. NV RENSON® Sunprotection-Screens shall be entitled, through simple notification, to make a proportionate price increase.

A variation from the quotation shall also be possible should particular facts, provided by the customer, and necessary for the determination of the price not appear to match reality.

3) NV RENSON® Sunprotection-Screens’S COMMITMENTS

Any undertakings into which NV RENSON® Sunprotection-Screens has entered shall be binding only upon the expiry of a written agreement.

4) CANCELLATION OF ORDERS

In the event of cancellation by the customer within 24 hours of his order, confirmed by RENSON® NV (based on the date of confirmation by RENSON® NV), a sum equal to 25% of the agreed price shall be paid, in the absence of any agreement to the contrary, to prove greater damage, if this is the case.

Due to the fact that the goods are always custom-made and therefore are only valuable when used on the location wherefore they are constructed, after 24 hours the fixed compensation will be at least the price of the goods together with the right of NV RENSON® Sunprotection-Screens to prove greater damage, if this is the case.

5) CONTRACTUAL RELATIONSHIP

All agreements between NV RENSON® Sunprotection-Screens and the customer shall be part of an order to the customer and not his obligations arising under another agreement. NV RENSON® Sunprotection-Screens may suspend further performance of both the agreement in question and all other current agreements.

6) PRICES

a) Unless otherwise agreed in writing, prices shall include all drawings specifically needed for the goods and no drawings specific for NV RENSON® Sunprotection-Screens. Unless otherwise agreed in writing, neither assembly nor installation of the goods nor fastening materials shall be included in the price.

b) Should particular costs have an influence on the agreed price through circumstances beyond NV RENSON® Sunprotection-Screens’s control, such as an increase in prices or duties on the products to be supplied, increases in freight rates, increases in the prices of the basic products or raw materials, increases in wages as a result of statutory provision or national or industrial collective wage agreements, currency fluctuations, etc., NV RENSON® Sunprotection-Screens shall be entitled, through simple notification, to make a proportionate price increase.

7) DELIVERY

a) Unless otherwise agreed in writing, all agreements with the customer concluded by NV RENSON® Sunprotection-Screens, unless otherwise agreed in writing, neither assembly nor installation of the goods nor fastening materials shall be included in the price.

b) Should particular costs have an influence on the agreed price through circumstances beyond NV RENSON® Sunprotection-Screens’s control, such as an increase in prices or duties on the products to be supplied, increases in freight rates, increases in the prices of the basic products or raw materials, increases in wages as a result of statutory provision or national or industrial collective wage agreements, currency fluctuations, etc., NV RENSON® Sunprotection-Screens shall be entitled, through simple notification, to make a proportionate price increase.

8) DELAY

a) Unless otherwise agreed in writing, all goods shall be delivered within 30 days of the date of delivery, unless otherwise agreed in writing.

b) Due to the fact that the goods are always custom-made and therefore are only valuable when used on the location wherefore they are constructed, after 24 hours the fixed compensation will be at least the price of the goods together with the right of NV RENSON® Sunprotection-Screens to prove greater damage, if this is the case.

9) COMMISSIONS

All commissions received shall be regarded as a compensation for any advance payments made.

10) REFUSAL OF GOODS/DEFAULT BY THE CUSTOMER

If the customer refuses delivery of the goods purchased or does not meet his obligations towards NV RENSON® Sunprotection-Screens, NV RENSON® Sunprotection-Screens may opt for breaking up the contract for the balance and afterwards, the customer can not claim any other compensation or intervention on behalf of NV RENSON® Sunprotection-Screens, such as assembly costs (travel expenses and wages).

11) DEFECTS

a) Upon delivery the customer shall check whether the goods delivered show visible damage or defects. Visible damage or defects must be reported by the customer, in a clear and specific way, to the forwarding company or sliding company within 24 hours of the delivery or the customer must notify the forwarding company or sliding company, by registered letter, before 9 am of the next working day or a fax within 48 hours after delivery. Late complaints will not be accepted.

b) Within 24 hours of the delivery of the goods, the customer must notify NV RENSON® Sunprotection-Screens of any complaints, in writing, and at the latest not later than one month after delivery. Late complaints will not be accepted.

c) NV RENSON® Sunprotection-Screens reserves the right to claim regarding defects in the goods, NV RENSON® Sunprotection-Screens shall replace or repair the goods delivered. NV RENSON® Sunprotection-Screens may in no event be held to any other compensation and neither can any other penalty be imposed on it.

12) ASSEMBLY AND INSTALLATION

Assembly and installation can never fall under the agreement between NV RENSON® Sunprotection-Screens and the customer. The customer must be in his own expenses provide all support and materials required for assembly and installation.

13) MAINTENANCE BY THE CUSTOMER

The customer shall be bound to carry out an annual inspection and maintenance of the sun protection system and the continuous louvers and in particular of the fixing of the sun protection system, the components and the louvers.

14) WARRANTY BY NV RENSON® Sunprotection-Screens

The warranty provided by this clause shall expire in case of:

- improper use, including defects in the primary structure, defects in the fixing of the sun protection system or continuous louvre system to the primary structure and defects resulting from the fixing of the sun protection system or continuous louvre system
- non-compliance with clause 13 of these terms, i.e. inadequate maintenance of the sun protection system or continuous louvre system
- defects resulting from improper intervention by the customer or a third party including defects in the installation and assembly of the sun protection system or continuous louvre system
- defects caused by wind loads or the force of other natural elements on the sun protection system or continuous louvre system
- installation of the sun protection system with components other than those supplied by NV RENSON® Sunprotection-Screens.

15) TAXES

In the absence of a written agreement to the contrary, all taxes shall be borne solely by the customer. A possible change in the amount of taxes can never be ground for breaking up the agreement.

16) ACCEPTANCE OF INVOICE - PAYMENT

Every invoice shall be regarded as received by the customer at the moment of delivery, unless a written objection is received by registered letter.

All invoices shall be payable at NV RENSON® Sunprotection-Screens’s registered office. Payment by bank transfer or cheque or any other method from abroad does not change this regulation nor shall it imply any debt notation.

Payment of an invoice is considered as a written agreement to the contrary, NV RENSON® Sunprotection-Screens’s invoices shall be payable as follows:

- for the sun protection system or continuous louvre systems
- an initial instalment of 30% of the total agreed price must be paid within a period of three days of the customer placing the order
- a second instalment of 30% of the total agreed price must be paid prior to the anticipated delivery date
- the balance of 40% of the total agreed price must be paid within 30 days from delivery.

B. for all other products: the total agreed price must be paid within a period of 30 days from delivery.

- a second instalment of 30% of the total agreed price must be paid within a period of 30 days from delivery.
- the balance of 40% of the total agreed price must be paid within 30 days from delivery.

Advance payments remain with NV RENSON® Sunprotection-Screens as a compensation for any advance payments made.

17) INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

a) Goods supplied by NV RENSON® Sunprotection-Screens shall remain the property of the latter until all payments due, including interest and costs, have been paid by the customer to NV RENSON® Sunprotection-Screens.

b) The client undertakes not to sell, process or assign the goods, subject to the right of ownership, as long as the goods are still the property of NV RENSON® Sunprotection-Screens.

c) Advance payments remain with NV RENSON® Sunprotection-Screens as a compensation for any possible loss on resale.

18) RIGHT OF OWNERSHIP

The relationship between the customer and NV RENSON® Sunprotection-Screens shall be governed exclusively by Belgian law.

19) INDEPENDENT LAW AND STIPULATION OF JURISDICTION

The relationship between the customer and NV RENSON® Sunprotection-Screens shall be subject to the sole jurisdiction of the competent courts in the judicial district of Kortrijk.