

TERMS AND CONDITIONS OF SALE

1. Introduction

All sales are subject to and expressly conditioned upon the terms and conditions contained herein, and upon buyer's assent thereto. No variation of these terms and conditions will be binding unless agreed to in writing and signed by both parties.

2. Order documents

Orders arising hereunder may be changed or amended only by written agreement signed by both buyer and seller and by approval of the seller.

3. Order and delivery

3.1 All our deliveries are subject to a possible deviation of +/- 10 % on each individual piece (unless specified otherwise in writing).

This is inevitable given the nature of our production. Only the actual count of delivered pieces will be invoiced.

3.2 Deviations on the model, plan or sketch are always possible with smaller deliveries of custom-made glasswork. This can be due to unforeseen circumstances during the production. Such unforeseen modifications cannot be presented as a reason to refuse the glasswork.

3.3 The end responsibility for the plan and design lies with the customer. Our manufacturers call upon their craftsmanship during production of the glasswork. This is in accordance with our quote.

Non-established tolerances are determined by us during production and are tacitly accepted by the customer. In case of a recurring order, these can be modified and possibly diminished, according to the customer's wish. If the delivered glasswork doesn't correspond to expectations because of missing measurements on the customer's plan, the glasswork can be modified to the extent of what is possible - and provided the added manhours are paid for.

3.4 Based on our own experience, we try to guide the customer as best as possible, to advise and to think along about possible solutions and the design. Nevertheless, we are nor a research agency, nor engineers. The customer always remains responsible for the well-functioning of his design. We cannot be held liable for unforeseen problems that occur during first use.

3.5 The offered prices exclude transport costs, insurance charges and packing expenses. If the customer does not wish to collect their order, these added costs will need to be paid in full.

3.6 After having signed the delivery note, it is no longer possible to file a complaint regarding the terms of execution, the charged prices, etc.

3.7 Upon receipt of a delivery, its content must be inspected as quickly as possible. If breakage is detected during unpacking or upon receipt, this must be documented clearly on the CMR or on our delivery note. Pictures of the occurred damage should also be sent within 24 hours following the delivery. In any other case, we won't be able to call upon the transport insurance and the suffered losses will have to be borne by the customer.

3.8 We deliver from Monday to Friday from 08h till 12h 00 and from 13h till 16h, unless agreed upon differently.

4. Return policy

All our products are custom made. Even when it might appear to be standardized, we don't keep stock. Because of this, it is not possible to return, or exchange ordered goods. Returned goods will be invoiced - regardless of the reason for which they're being returned.

When it has been established that it in fact concerns an error committed by us, we will of course do everything possible to correctly finalize your order.

5. Transfer of risks

5.1. The goods will be sold and approved in the workplace of the seller, even when agreed that the goods are being send free of charge.

5.2. If the seller intervenes with the buyer to provide the necessary transport or to fulfil the customs formalities, he won't be held accountable for this; all the resulting costs will be invoiced at cost price.

The goods are being transported at risk and at the expense of the buyer.

5.3 The risk of the brought-in goods is for the buyer. We cannot be held responsible in any way for the eventual damage to the goods which the client has entrusted us with for repairs.

6. Retention of title

6.1. Regardless of the matters stated in article 5, the goods remain possession of the seller until full payment of the invoice.

6.2. The buyer commits himself not to sell nor deliver to a third party as long as the goods are the seller's property.

7. Times of delivery

7.1. Unless agreed otherwise, the delivery dates begin from the following two dates:

- the date of the realization of the order form as stated in article 2.
- the date of the receipt of the buyer's advance, in case the order form contains the possibility of such a deposit prior to the beginning of production.

7.2. Delivery dates specified are desired and not promised dates, however, Seller will make all reasonable efforts to adhere to the delivery dates furnished by the Buyer. Seller shall not be liable for any damages, loss or expense of the Buyer for failure to comply with any shipping or delivery dates for any reason whatsoever.

Unless otherwise stated in the purchase order, the terms of delivery are to be considered indicative and a possible delay must always be taken into consideration. This will not hold as a reason to cancel an order or to claim any compensation. Our quotes are issued without a commitment regarding delivery and execution dates as these remain approximations. Harsh weather or sickness, material or machine malfunctions, untimely delivery of resources or tools, congestion of the machines, ... will for example hold as elements beyond our control which can negate the execution term.

7.3. If the Buyer fails to take delivery of the goods, he will be obliged nevertheless to respect the foreseen expiry dates of the invoice.

7.4. The seller is in charge of the storage of the goods at risk and at expense of the buyer. Only on

his request the goods will be ensured by the seller but at the buyer's expense.

8. Payment

8.1. The payments shall be effectuated in EURO or in the currency unit stated in the order form, net and without any discount to our head office.

8.2. The invoices are payable by reception/at the receipt, unless notified otherwise. The stipulation of a payment of interests does not affect the claim for the amount to be paid in due time.

8.3. All current/present or future taxes whatsoever are at the buyer's expense.

8.4. Buyer shall promptly notify Pierre E., in no event later than eight days after delivery, of any claimed shortages or rejection as to any delivery. Failure to give any such notice within such time shall be deemed an acceptance in full of any such delivery and of the invoice. Such notice shall be in writing.

8.5 Receipt of a partial payment or written order confirmation indicates tacit agreement with our general terms and conditions.

9. Suspensive condition

When the invoice has not been paid on the expiry date, the agreement will be suspended automatically, with the seller merely communicating his will to the buyer by registered letter, and this without any prior notice.

The seller has the right to take the delivered goods back without any intervention of the court.

10. Applicable law

The order form is liable to the Belgian law, unless differently agreed to in writing by both parties.

11. Disputes

11.1 Eventual complaints must reach us via registered letter within eight days following the delivery. They must contain a clear description of the fault allowing us to create a full account of the situation. Complaints will not be accepted if these conditions are not met.

11.2 In case of dispute between both parties about the validity, interpretation or realization of the contract, which cannot be settled out of court, buyer as to seller will have to try to come to an agreement according to the regulation concerning mediation of the Brussels Business Mediation Center (BBMC), Louizalaan 500 in 1050 Brussels. If the mediation ends in failure, only the courts of Brussels will have the authority to take cognizance of the matter.