

STANDARD TERMS AND CONDITIONS OF SALE

GENERAL

All our contracts are governed by these standard terms and conditions of sale. By entering into a contract with us, the customer acknowledges being fully aware hereof and accepting these terms. They form an integral part of our contracts and in no case may the customer assert his own purchase conditions in opposition hereto. Only deviations herefrom that are set down in writing by our firm shall be valid.

ESTIMATES

Estimates, studies, projects, models and drawings are drawn up free of charge and the customer receives same without any obligation on his part. They remain our property until full payment for the works that they relate to. In no event may they be reproduced, copied or executed, even in part, by any third party without our consent in writing, with the exception of logos, visuals or page-formatting provided by the customer.

PRICES

All our prices are quoted exclusive of all taxes of any kind, particularly exclusive of value-added tax (VAT). Prices quoted in our offers, estimates or invoices for government works are drawn up on the basis of the cost of raw materials and salary scales in force at the time of issue. Any tax or customs measure, fluctuation in monetary parities or any other factor that might have the effect of increasing the cost price in the course of execution of an order may result in an increase in the prices agreed at the time of signature thereof. Our offers do not include the costs of official or architects' procedures or procedures for obtaining municipal permission for erection purposes. All our estimates, offers, contracts, invoices and credit notes are drawn up in euros (€).

ORDERS

Our firm is not definitively obligated to accept an order until written notice is given of our prior agreement and on condition that an order shall have been issued by and only by a person that has been given appropriate powers or capacity to bind the customer within the limits of the power and authority accorded him. In the event of a change in the order during the course of performance, such as a change in format, colour, dimension, choice of materials, place or height of erection, the customer shall be liable for any price increase arising for proper performance of the works with the changes requested. Any additional works resulting from defects in the building on which we are to carry out the installation shall be borne by the customer and shall be invoiced directly to him at the rate in effect at the time the said works are carried out. In the event that an order in the course of execution is cancelled, the customer shall, in addition to costs already incurred, by operation of law pay a sum equivalent to 10% of the amount initially projected in name of damages for the loss caused to our business, whereby said sum shall not in any event be less than 60 euros. A traced scale paper proof in DIN A4 format shall be provided to the customer for approval prior to the work being carried out. The final corrected proof, returned signed by the customer, shall be binding on him and relieve us of any liability as to uncorrected faults and errors in colour, format or materials. In the event that no precise colour reference has been specified by the customer, our company reserves the right to choose the best match of colours or the most appropriate colour.

PERMITS – TAXES

For the installation of a signboard, whether or not illuminated, advertising hoardings, banners, independent lettering or letters, municipal tax is often due. This and any other future taxes shall exclusively be borne by the customer and are never included in our offers or estimates. It is furthermore preferable for the customer to apply for a municipal erection permit for this type of works, for the issue of which and the relevant taxes in relation to which he alone shall be liable. These taxes are also not included in our estimates or offers.

DEADLINES

Production, delivery or installation deadlines communicated by us shall never be strictly binding. Furthermore, where exterior installation is carried out by us, this deadline shall be extended for as long as climatic conditions prevent us from being able to effect same and until installation is able to satisfy the rules in force and not endanger our installation crews. A delay in production, delivery or installation shall therefore in no event give rise to any penalty, damages, interest or cancellation of the order, unless otherwise expressly stated and accepted in writing by us. In all cases, deadlines shall be calculated as from the time of acceptance of the order by us, receipt of any down payment provided for in the offer or estimate, receipt of the final approved proof signed by the customer as agreed and any municipal authorisations. All acts of God shall, for so long as they endure, suspend execution of the order and, in the same measure, extend the deadline initially laid down.

INVOICING

All our invoices are drawn up in euros (€) in one single copy, unless otherwise notified by the customer at the time of placing the written order. Express dispatches are invoiced extra since they are not included in our offers.

WARRANTY

Our installations are warranted for 1 year as from completion against defects in construction and defects in materials supplied, except where they have been interfered with by the customer or a third party. In no event shall our warranty cover the electrical installations to which we have to connect our lighting systems. In order to be validly accepted, any claim must be submitted to us by recorded delivery letter.

LIABILITY

We are expressly discharged from any liability resulting from use of the material as of the time of supply or installation thereof. Carriage of the vehicles to be decorated and/or that have been decorated by us shall be effected by the customer. We can however do this on his behalf but under his sole liability, in which event the customer gives a performance covenant that he shall be covered by insurance without specification of a named, still less a single, driver. If the customer cannot come and remove his vehicle after being decorated or wishes to come and collect it after the period necessary for the work, he may leave it on our premises after receiving our express consent and at his entire liability. When any decor previously carried out by us is removed by the customer, even partially, we shall in no event be liable either for the said work or for the carrier itself on which the decor is located. The transport of goods towards and at the destination indicated by the principal is effected at his risk and for his account, unless otherwise stipulated in the order confirmation.

PAYMENT TERMS

All our installations and supplies must be paid for either according to the terms set down in our offers and estimates or, failing such, immediately by cheque or cash upon removal, delivery or installation, including any supplements or surcharges. The materials supplied or installed remain our exclusive property until full receipt of the price therefor, plus any penalties and/or interest. In no event shall our company accord any payment discount. Payments received are always set against the oldest debt.

DELAYS IN PAYMENT

If payments are not made when they fall due, the sums due shall automatically and *ipso iure* bear interest at 12% per annum, whereby the requirement for any notice of default is dispensed with. Moreover, as of the second reminder sent by ordinary mail, fax or electronic mail (e-mail), the sums due, including any accrued interest, shall automatically and without notice of default carry a surcharge in a liquidated sum of 50 euros (€) in name of administrative charges. One week after the notice of default served by ordinary mail, fax or electronic mail (e-mail), the sums due, including any accrued interest and administrative charges, shall automatically carry a 10% surcharge, in name of irreducible liquidated damages, or 125 euros (€), whichever is the greater.

COMPLAINTS

Payment may not be refused on the ground that the customer has raised a complaint and he shall at all times have the option of exercising any right of recourse, with the exception of any set-off. Any complaint must be sent to our company by recorded delivery letter within one week of the date of acceptance of the works or supplies.

JURISDICTION

Only the courts in Brussels and the small claims court in Forest shall have jurisdiction in the event of a dispute. The issue of a bill of exchange shall not give rise to any novation. Payments received are set against the oldest debt.