



# VAN CRONENBURG

## GENERAL TERMS AND CONDITIONS OF SALE

This Purchase Agreement (The “Agreement”) is made by and between van Cronenburg BV (“van Cronenburg”), a Belgian Corporation with office in Belgium, 9000 Ghent, Logboekstraat 15 and the “Customer” and sets forth the terms and conditions under which Customer agrees to purchase and van Cronenburg agrees to sell the product (the “Product”) in the quantity and condition as described on the signed van Cronenburg quotation.

1. These General Sales Conditions of **van Cronenburg** are deemed to be irrevocably accepted by the Customer. All sales between van Cronenburg and the Customer are therefore subject to these general conditions, notwithstanding any contrary stipulation that might be included in customer purchase orders. Special conditions from the Customer will only be valid if van Cronenburg has explicitly agreed in written with these. The tacit acceptance of our invoices is considered as acceptance by the Customer of these General sales conditions that are integral part of the quote.

2. All goods and services are deemed sold, accepted and delivered ex works in Ghent, Belgium.

3. Claims with regard to product deficiencies must be notified in writing within 8 days after delivery, past this period, it is at the sole discretion and good will of van Cronenburg to investigate and remedy the problem. Possible claims do not give the right to the customer to withhold or delay payment.

4. A deposit of 50% of the quote is required to confirm and initiate the order. Invoices are payable in EUR to van Cronenburg, unless explicitly stated otherwise, and are due upon receipt without discount. We reserve the right to ask payment in full before dispatch. If payment term is exceeded, we charge - without prior notice and under reservation of further rights- an interest of 1,5% per month on the invoice amount or outstanding balance, calculated from due date till the date of full settlement. In addition, van Cronenburg reserves the right to claim - automatically and without prior notice- a 15% penalty charge on the amounts of overdue invoices or outstanding balance, with a minimum of 125,00 €, as compensation, again under the reservation of further rights.

5. Deposit invoices need to be paid within thirty (30) days after issue date to collect our raw materials for the order. Due to the constant change in prices for raw materials, late payment of deposit invoices may result in a surcharge on goods without any notice.

6. Indicated lead times begin on receipt of deposit and are indicated for information purposes only. These lead times are not contractually binding and are given only by approximation. Never can a delay give the Customer the right for a claim, indemnification or cancellation of the order. A stocking fee will apply for periods beyond 15 business days after the agreed upon ship date if the customer can not accept delivery.

7. Transportation and delivery of the goods is made solely for account, responsibility and risk of the Customer. Suspected loss or damages during shipment should be reported to van Cronenburg immediately upon receipt and documented with pictures if possible. If the packaging suffers noticeable damage during shipment, upon receipt of the Products, van Cronenburg advises the Customer to not accept the delivery.

8. No cancellations are accepted, fully or partially, once we initiated the production of an order. In case an order is cancelled before production started, a discretionary cancellation fee will be applicable to cover our costs incurred (scheduling and quotations, study, material, ...). As soon as goods are invoiced, a restocking fee will apply in case of cancellation of the order or parts thereof.

9. Retention of title of goods: goods delivered remain our property until full payment of the price of the goods and services, including the value of accessory claims. These accessory claims comprise the costs of packing, freight, unloading, bank and other administrative charges, late payment penalties, court and attorney's fees.

10. Our products are the result of handwork. Minimal differences in size, shape, color and finish are possible and shall not be considered as a defect. These differences stress the authentic, living character of our products. Through use, color differences will appear between more and less intensely used pieces: this is the normal process of building of patina. We cannot be held responsible for damages due to improper installation or use, since these void our warranty. We are not responsible for the wear marks of our pieces to contact surface (e.g. lock latches on a door frame, the impact of a door knocker on the surface of a door, as these are normal signs of use and wear.

11. When the order is invoiced to the Customer, but placed through the intermediary of a third party (e.g. architect, designer) the third party remains jointly and severally liable for the correct honoring of all obligations of the Customer.

12. The delivery of the goods does not imply any transfer of their copyright. Copyrights on the goods remain the sole property of the van Cronenburg. The goods or any essential part of the trademarks, drawings, models, patents, etc.... shall not be imitated or copied without prior written consent of van Cronenburg.

13. In case of a site visit to draw up a quotation, depending on the complexity of the project, a fixed remuneration of minimum 500 EUR additional to all travelling expenses will be charged. This remuneration will be subtracted for orders exceeding 25.000 EUR without VAT except for the additional travelling expenses.

14. Van Cronenburg warrants a limited guarantee for its brass products for five (5) years, to be free from defects in material and workmanship. Additionally, the internal mechanisms, including all locks, latches, etc., are guaranteed for one (1) year from the date of sale.

At van Cronenburg's sole discretion, its only obligation will be to repair or replace the defective Products or parts, upon presentation and after careful review. Customer must provide proof of purchase dated within the warranty period.

Finishes are not subject to any warranty. van Cronenburg assumes no liability for any labor charges regarding the removal or installation of its Products, nor does van Cronenburg cover any freight, postage or any expense relative to the Product.

Damages caused by accident, misuse, abuse, or improper installation are not covered by this warranty. If a problem occurs after the expiration of the warranty period, in most cases van Cronenburg will, on the basis of good will, remedy the problem. This 'good will' is at the sole discretion of van Cronenburg.

THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

van Cronenburg's liability with respect to any claim by Customer or any third party arising out of or in any way relating to any Product sold by van Cronenburg to Customer (including without limitation such Product's further sale, use or transportation) will be limited solely to the cost of such product and any such claim must be filed within 60 days after the delivery of such product. VAN CRONENBURG WILL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, LOST PROFITS OR OTHER LOSSES OF CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN ANY WAY RELATING TO THE SALE, USE OR TRANSPORTATION OF SUCH PRODUCT.

15. Quotations made by van Cronenburg are valid for thirty (30) days from the date of the quote. After thirty (30) days, prices and terms are subject to change without any notice.

16. van Cronenburg will not be liable for any delay or failure in performance of any order, in the delivery or shipment of any product or for any damages or losses suffered by Customer or any third party which are caused by, or in any manner arise from, directly or indirectly, any labor disturbances, embargos, riots, storms, fires, explosions, epidemics, pandemics, acts of God or public enemies, inability to obtain necessary labor or raw materials, accidents or breakdown to, or mechanical failure of, machinery or equipment, changes in economic conditions, delays or interruptions in transportation or any other causes beyond van Cronenburg's control. In the event of such delay, the applicable shipment date(s) will be postponed to compensate for such delay. If van Cronenburg's performance is rendered permanently impossible or impracticable, either Party may cancel the affected order(s) upon written notice to the other Party, and, upon such cancellation, van Cronenburg will have no liability and Customer will be liable only for the pro-rated or allocated portion of such order(s) completed.

17. The Customer agrees not to use or disclose any information to a third party that the Customer now has or may acquire concerning designing, manufacturing, molding or any other processes or procedures van Cronenburg uses in its design and/or manufacturing of the Product. If the Customer violates any of the terms provided, Customer shall pay van Cronenburg actual and/or consequential damages arising out of such breach.

18. Any disagreement or dispute which may arise in connection with the execution of this agreement, shall be finally and exclusively settled in the courts of Ghent, Belgium, or a court chosen by van Cronenburg.