

TERMS AND CONDITIONS OF SALE BeneluxWindow

1. Definitions and Scope

The website www.beneluxwindow.com (the “Website”) is operated by CURO (BV) (hereinafter “BeneluxWindow”, “we”, “us”). The address, VAT and contact details remain as provided elsewhere.

In these Terms and Conditions of Sale, the following definitions apply:

“Customer” means any natural or legal person entering into a contractual relationship with BeneluxWindow, including both private consumers and professional customers. “Consumer” means any natural person acting for purposes outside his or her trade, business or profession. “Professional Customer” means any natural or legal person acting for professional or business purposes. “Products” means all goods offered for sale via the Website, including but not limited to windows and doors. “Agreement” means any contract under which BeneluxWindow undertakes to transfer ownership of certain Products to the Customer in return for payment.

These Terms and Conditions of Sale apply to all current and future Agreements between BeneluxWindow and the Customer. Any deviations are only valid if they have been expressly agreed in writing. Such deviations do not affect the remaining provisions. BeneluxWindow may amend these Terms and Conditions of Sale at any time for future orders, without affecting existing Agreements.

2. Formation of the Agreement

Every offer on the Website constitutes an invitation to the Customer to place an order and does not constitute a binding offer from BeneluxWindow. Offers are valid while stocks last and may be subject to specific conditions where clearly indicated in advance.

An Agreement is concluded when the Customer places an order via the Website, completes the full online ordering process and receives an order confirmation email from BeneluxWindow.

BeneluxWindow reserves the right to refuse an order in whole or in part or to propose alternative Products. If no agreement can be reached in such a case, no Agreement is formed and the Customer is not entitled to any compensation.

Electronic communications, including e-mails and digital signatures, are recognised as valid evidence of the Agreement.

3. Information on the Website

BeneluxWindow takes care to ensure that product information and technical specifications are accurate and clearly presented. Images and descriptions are illustrative, non-essential characteristics may differ upon delivery.

The Customer must carefully review the instructions on the Website before placing an order and is advised to consult any installation videos or tips before carrying out installation themselves.

BeneluxWindow accepts no liability for any damage resulting from incorrect installation by the Customer or third parties, even where such installation was based on information made available via the Website.

4. Prices

Prices are displayed in euros and are shown both inclusive and exclusive of VAT and any applicable taxes. Any additional costs linked to options chosen by the Customer are always clearly indicated during the checkout process.

The price payable is the price stated in the order confirmation. Obvious errors or mistakes may be corrected by BeneluxWindow even after the Agreement has been concluded.

Complaints relating to pricing must be notified clearly and in writing within eight (8) calendar days and do not suspend the Customer's payment obligation.

BeneluxWindow may change its prices at any time but will always apply the rates shown on the Website at the time of the order, except where changes in VAT rates require adjustments, in which case these will be passed on to the Customer.

5. Payment and Retention of Title

When ordering via the Website, the Customer pays the total price using the payment methods offered by BeneluxWindow. Online payments are processed in a secure environment with SSL encryption.

The Products remain the property of BeneluxWindow until all amounts due under the Agreement have been paid in full (retention of title).

6. Delivery

Delivery times depend on the production phase. As an indication, average lead times are six (6) working weeks for PVC and eight (8) working weeks for aluminium, calculated from the moment any required payment has been received.

BeneluxWindow informs the Customer in case of delays, but exceeding the indicated delivery times does not give rise to any right to compensation. In the event of stock issues, the expected availability date will be communicated.

7. Defects and Warranty

Consumers are entitled to a statutory warranty of two (2) years in accordance with European consumer law.

For Professional Customers, a warranty period of one (1) year applies to hardware (fittings) and ten (10) years on profiles and glass for condensation and dust inside the cavity, which goes beyond what is legally required.

The legal regime regarding hidden defects remains applicable where the defect was not visible at the time of delivery. There is no warranty for damage resulting from normal wear and tear, damage during transport after delivery, incorrect installation, or use contrary to the instructions provided by BeneluxWindow.

Complaints must be submitted in writing and must be properly substantiated. For visible defects, the notification period is 24 hours after delivery, for hidden defects discovered within the statutory warranty period, the period is two (2) months from discovery, for hidden defects discovered outside the statutory warranty period, the period is seven (7) days from discovery.

8. No Right of Withdrawal

As all Products are custom-made based on the Customer's individual choices and specifications, the Customer has no right of withdrawal, in accordance with European consumer rules for personalised and made-to-measure products.

9. Force Majeure

If BeneluxWindow is unable to perform its obligations due to circumstances beyond its reasonable control, such as force majeure, its obligations may be suspended in whole or in part without any right to compensation for the Customer.

10. Processing of Personal Data

The data provided by the Customer are necessary for processing orders, invoicing and warranty documentation. Providing incorrect or false information is considered a breach of these Terms and Conditions.

Personal data are processed exclusively in accordance with the BeneluxWindow Privacy Policy, which can be consulted on the Website.

11. Applicable Law and Jurisdiction

These Terms of Sale shall be governed exclusively by Belgian law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

In the event of a dispute, the parties shall first seek an amicable settlement. Failing such settlement, disputes shall be submitted to the competent courts of the judicial district in which CURO (BV) has its registered office, unless mandatory statutory provisions provide otherwise.

Consumers may also make use of the European Online Dispute Resolution (ODR) platform, available at:

<https://ec.europa.eu/consumers/odr/>

12. Language

In case of discrepancies or interpretation disputes between language versions, the Dutch version shall prevail.