

GENERAL CONDITIONS BeneluxWindow

1. Applicability

1.1

These general terms and conditions (hereinafter: “General Terms and Conditions”) apply to all offers, orders, agreements, and deliveries of goods by CURO (BV)., established in Belgium (hereinafter: the “Seller”, “BeneluxWindow”), to its customers (hereinafter: the “Buyer”). The General Terms and Conditions form an integral part of every agreement between the parties (hereinafter: the “Agreement”).

1.2

An order placed by the Buyer (hereinafter: the “Order”) shall be deemed an offer. The Agreement is only concluded after the Seller has accepted the Order in writing, either by issuing an order confirmation or by issuing an invoice (hereinafter: the “Invoice”). Any inaccuracy in the Invoice must be reported by the Buyer in writing via e-mail within 24 hours of receipt. If no timely notification is made, the delivery shall be deemed correct.

2. Quotations

2.1

Quotations are always without obligation and do not constitute a binding offer.

2.2

Quotations are valid for 30 calendar days unless expressly stated otherwise.

2.3

If, after issuing a quotation, cost-increasing circumstances arise beyond the Seller’s control (such as changes in raw material prices, energy costs, transport costs, wages, mandatory levies, or exchange rates), the Seller is entitled to apply a proportional price adjustment by simple notification to the Buyer.

3. Cancellation

3.1

Cancellation by the Buyer can only be made in writing **before** receipt of the Invoice. Cancellation after receipt of the Invoice is not possible.

3.2

In the event of valid cancellation before receipt of the Invoice, the Buyer shall owe a fixed compensation amounting to 10% of the total sales price, with a minimum of €500. The Seller may demonstrate higher damages.

4. Prices and VAT

Unless otherwise agreed in writing:

- All prices are stated in euro (€);
- All prices are **exclusive** of VAT (Belgian standard rate 21%), import duties, and other taxes;
- Packaging is included.

5. Delivery and Lead Times

5.1

The Seller applies the following indicative production and delivery times:
Delivery times depend on the production phase. As an indication, six (6) working weeks for PVC and eight (8) working weeks for aluminium may be assumed, calculated from receipt of payment.

BeneluxWindow will inform the Buyer in the event of delay, but exceeding delivery times does not entitle the Buyer to compensation. In case of stock issues, the estimated availability date will be communicated.

These terms are **best-effort obligations**, not result obligations.

5.2

Delays caused by the Buyer (e.g., late submission of information) shall be entirely at the Buyer's expense.

5.3

The Seller may deliver and invoice goods in partial shipments.

5.4

If either party fails to fulfil its obligations, the other party may terminate the Agreement out of court after written notification by registered mail.

6. Risk and Transport

Risk of loss, damage, or deterioration passes to the Buyer at the moment of delivery. In case of shipment, the Buyer bears all costs and risks, including transport, insurance, customs formalities, and taxes.

The Seller typically uses **brand-supplier logistics services** for deliveries.

7. Liability

7.1

The Seller shall not be liable for indirect or consequential damages, including loss of profit, loss of reputation, loss of contracts, or claims by third parties.

7.2

The Seller's liability shall in any case be limited to the amount of the relevant Invoice.

7.3

Nothing in these provisions excludes liability for:

- Intentional misconduct
- Gross negligence
- Damage to life or physical integrity

8. Complaints and Hidden Defects

8.1

The Buyer shall inspect the goods immediately upon delivery to verify that they correspond to the Invoice and are free from visible defects.

8.2

Visible defects must be reported in writing by registered letter within **2 working days** after delivery.

8.3

Hidden defects must be reported:

- Within **2 years** from delivery, **and**
- Within **5 working days** from discovery,

in writing by registered letter, including supporting evidence.

8.4

Repair takes precedence over replacement; only when repair or replacement is impossible may a price reduction or termination of the Agreement be requested.

8.5

The Seller is not liable for defects of which the Buyer was aware at the time of purchase.

8.6

Purely aesthetic damage shall not be regarded as a hidden defect.

9. Return Policy

9.1

Products may only be returned if they are in their original, unopened and unused condition, including the original packaging.

9.2

Custom-made products are excluded from return, unless there is a demonstrable manufacturing or delivery defect.

10. Invoicing and Payment

10.1

Invoices shall be deemed accepted after payment, or if no written objection is made by registered letter within 8 calendar days.

10.2

Invoices must be paid in full **prior to delivery**, unless otherwise agreed in writing.

10.3

In case of late payment, default interest shall be due pursuant to Belgian legislation on late payment in commercial transactions, plus a fixed compensation of **15%**, with a minimum of **€250**.

10.4

In case of insolvency, the Seller may immediately terminate the Agreement and reclaim delivered but unpaid goods.

11. Intellectual Property

All drawings, designs, models, calculations, and technical documents remain the property of the Seller and may not be disclosed or reproduced without prior written consent.

12. Applicable Law and Disputes

These General Terms and Conditions and Agreements are governed by **Belgian law**. Disputes fall under the exclusive jurisdiction of the competent courts of the judicial district in which the registered office of CURO (BV) is located, unless mandatory statutory provisions provide otherwise.

13. Notifications

Notifications must be made in writing by registered mail, unless otherwise specifically provided. E-mail communication may be used if explicitly permitted in the Agreement.

14. Final Provisions

- The General Terms and Conditions constitute the entire agreement between the parties.
- Modifications may only be made in writing and signed by both parties.
- If any provision is invalid, the remaining provisions remain valid.
- Failure to enforce a right does not constitute a waiver.
- Only these General Terms and Conditions apply; Buyer's terms shall not apply unless accepted in writing by the Seller.
- **In the event of discrepancies or inconsistencies between the different language versions of this Cookie Policy, the Dutch version shall prevail.**