

## TERMS BELTIMA

The approval of the offer implies that the customer agrees to the general terms and conditions below

**1. Price offer:** An offer is valid for 30 days.

**2. Delivery term:** All delivery delays stated are approximate and not binding. In the event of force majeure or circumstances that obstruct or prevent delivery, we may extend the delivery term or cancel all outstanding orders in whole or in part, without compensation being required for delay or cancellation of the delivery. Delivery periods can be suspended by us as long as an overdue invoice from the same customer is open, even if it concerns other projects or sites.

**3. Cancellation:** In the event of cancellation of the order for a standard greenhouse, the customer will be required to pay a compensation corresponding to 1/3 of the price. For custom-made greenhouses the customer will be required to pay 2/3 of the price.

**4. Place of delivery:** The place of delivery must be accessible for our vehicles, there must be no obstacles so that the goods can be brought up to 10 meters maximum from the place of delivery. The customer must inform us of any possible problems related to the delivery. If our van can block the street or traffic, the customer must request signage from the municipality. Any additional handling due to unforeseen or unreported problems will be charged € 39/hour excl. VAT. Electricity must be available.

**5. Foundation:** The customer ensures for the right foundation, if the delivery cannot be carried out correctly due to access problems or others, the additional costs incurred as a result must be charged to the customer. Connections are not provided. The customer informs us of possible underground pipes.

**6. Prices:** The indicated prices are non-binding and are subject to change in the event of fluctuations in raw material prices. All prices are without vat unless expressly stated otherwise. Plans or other specifications from the customer are not opposable to us unless explicitly agreed otherwise and without prejudice to our general terms and conditions.

**7. Payment :** 1/3 down payment at the order, 40% for custom-made, balance at the delivery. This can vary for certain projects. In case of non-payment or late payment , interest is owed ipso jure and without prior notice of default as well as a fixed compensation of 10% with a minimum of 125 €. All costs of payment and collection, both judicial and extra-judicial are at the expense of the buyer.

**8. Right of ownership:** The merchandise remains the property of the vendor until all existing and future obligations of the buyer towards the vendor have been met in full. The combination or processing by the buyer of other goods and our goods generates a partial right of ownership on the new product in proportion to the value of our goods processed therein. In the event of the destruction of the merchandise due to force majeure or unforeseeable circumstances, the buyer is bound to pay the price of the merchandise.

**9. Warranty:** 2 years from the delivery date. The warranty is limited to the replacement or repair of the item and is therefore not extended. The warranty is no longer valid in the event of misuse or intervention by an unauthorized person. The warranty also does not count for damage caused by foundation problems or the use of improper maintenance equipment. Damage caused by animals, weather conditions or similar are also not covered by the warranty. Damage and defects as a result of an express choice of the customer or changes at the request of the customer that are contrary to the original design or damage and defects

as a result of incorrect measurements or instructions passed on by a third party (architect, contractors,..) aren't covered by the warranty either.

**10. Maintenance:** The customer is responsible for the maintenance.

**11. VAT:** The customer is responsible for the correctness of the information for the VAT-rate. If the customer announces that the house is eligible for a reduced VAT-rate, the invoice will be made this way. If it later turns out that incorrect information was communicated, the customer is liable for the payment of all costs additionally charged ( including fines, interests, etc...)

**12. Permits:** The customer is responsible for compliance with urban planning regulations and is responsible for any permits. Failing this, the customer will always indemnify Beltima bvba.

**13. Greenhouses:** Our greenhouses, both in wood and wrought iron, are based on authentic plant- and flower greenhouses and can be used as such therefor. Garden furniture and other decoration can be placed inside but it is still a greenhouse. They are not insulated and the glasses are overlapping, unless ordered otherwise, so that air can pass for plants and flowers and any condensation drops can run out. The adhesion/putty is applied manually so the inside is not always 100% filled. Due to the heat, resin can sometimes run out of the wood through the paint. This is easy to wash off.

**14. Photos:** The customer gives Beltima bvba permission to use photos of the works performed for commercial and publicity purposes without any payment being due, unless expressly agreed otherwise.

**15. Jurisdiction:** Only Belgian law is applicable and only the courts of Antwerp are competent in case of disputes.