

1. Defined terms

The following defined terms will bear the following meaning in these general terms and conditions, unless explicitly stated otherwise.

Zweko Optics: BVBA Zweko Optics, enterprise-number 0840.886.961, with registered office in 3950 Bocholt, Goolderheideweg 11

Customer/client : any natural or legal person having a contractual relationship with Zweko Optics and purchasing goods and/or services.

Supplier : any natural or legal person having a contractual relationship with Zweko Optics and putting goods and/or services at disposal.

2. Applicability of the general terms and conditions

The present terms and conditions will apply by law to every offer, quotation, order and agreement between Zweko Optics and her customers and suppliers, possibly subject to special conditions. In case of contrary stipulations, both the general as special terms and conditions will prevail over the general and/or special terms and conditions of the co-contractors of Zweko Optics.

In the event of nullity of a provision of these General Terms and Conditions, this shall not result in nullity of the entire agreement and/or the entire General Terms and Conditions, but only in a partial nullity. The null and void provision will be replaced as soon as possible by a valid provision with immediate effect.

3. Information obligation

Before passing the order, the customer will obtain all information and he will make certain that the products and/or services he wants to order, will fulfil his needs as well as the aimed use. Zweko Optics will not assume any liability for any erroneous choice or judgement by the customer.

4. Offers/quotations and orders

4.1. The offers and quotations of Zweko Optics are valid for thirty days after the date of quotation. Afterwards, they can be modified or withdrawn without prior notice. Orders of customers will only bind Zweko Optics, after they have been accepted by Zweko Optics.

4.2. Changes and supplements have to be introduced in writing.

4.3. The employees, commercial delegates, agents and intermediaries of Zweko Optics cannot enter into any contract in the name of Zweko Optics. The offers, orders forms and order confirmations they signed are only binding after written confirmation by a managing director or a competent manager, unless the deliveries or services have already started. Zweko Optics reserves the right to decide not to carry out the order, that has not been confirmed, or to confirm such an order at any time.

5. Price and repricing

5.1. The prices are understood to be ex-factory (EXW) without freight charges, customs duties, import rights and costs for packaging, in addition to the respective legal tax, unless expressly agreed otherwise.

5.2. Zweko Optics reserves the right to change her prices at any time, if an objective surplus can be justified. In that case, Zweko Optics will notify the customer immediately and the customer has the right to cancel the order in writing within five calendar days, if the customer will compensate Zweko Optics for all the services/work that she has carried out.

5.3. In the event of new orders (= successive orders), Zweko Optics is not bound by prior prices.

6. Order/task specified in the agreement

Zweko Optics is only bound to deliver products and services, that are expressly mentioned in the signed order confirmation or agreement. All other products and services will be invoiced to the customer in conformity with the applicable rates, obtainable upon simple request.

7. Delivery and acceptance obligation and rescission

7.1. The term of delivery will start to run after acceptance of all documentation required to carry out the order, the caution and timely delivery of materials, as far as this is agreed upon. After notice of possible dispatch of the products, the term of delivery is assumed to be fulfilled, even if the delivery is delayed or becomes impossible through no fault of the supplier.

7.2. Reasonable deliveries and acceptable deviations of the ordered amounts until plus/minus 10 % are allowed. A late delivery will not give rise to a nullification of the order nor to any compensation.

7.3. The term of delivery confirmed by Zweko Optics is the time when the goods are ready for collection in the warehouse.

7.4. Zweko Optics reserves the right to annul the agreement with her co-contractor at any time, as of immediately, without authority of the court, and without any payment of compensation, if the co-contractor defaults to observe one or more contractual obligations.

8. Force majeure

8.1. Cases of force majeure will allow Zweko Optics to suspend her obligations during this time of disability and a reasonable start-up period, or to terminate the agreement without being bound by any compensation.

8.2. Force majeure as used herein shall mean : strike, lock-out, accidents, bad weather conditions, commercial blockades, import or export restrictions, production stop or delivery stop by the producer, etc. not caused by nor within the control of either party and which neither party is able to overcome, in spite of reasonable efforts.

9. Payment conditions

9.1. All payments occur in € (EURO) only to Zweko Optics or her Factoring, depending on the mentions on the invoice.

9.2. Unless stated otherwise, the purchase price for delivery or other services will be paid within 7 days after invoice date with a 2 % discount and free from any deduction within 30 days after invoice date. The allowance of a discount is subject to the condition that the customer has no outstanding invoices of Zweko Optics. Zweko Optics will not allow any discount for possible payments by bill of exchange.

9.3. Zweko Optics reserves the right to claim the partial or full payment of the price upon ordering. In the event of default of a full or partial invoice payment, the still due amount will be raised by right and without any prior notice with an interest in conformity with the Act of 2nd August 2002 on combating late payment, in which each started month is due. Moreover, in the event of a

delay in payment of the due invoice, the due amount will be raised by law and with no prior notice by a fixed and irreducible compensation of 10 % on the invoice amount with a minimum of 125,00 EUR per invoice. Zweko optics reserves the right to claim also a compensation for the judicial recovery costs, caused by non-payment.

9.4. In the event of non-observance of the terms of payment, the open invoices and/or debts will be immediately due and Zweko Optics is entitled to suspend without any notice or judicial authorisation all further deliveries and/or services and even to consider the agreement as dissolved, without prejudice to the claims for compensation or other means/remedies.

10. Retention of title

All products are sold subject to transfer of property on the following conditions:

- The ownership will only transfer after full payment of all sums owed by the customer.
- In the event of staggered payments, the ownership will be transferred according to the degree in which the payment of the delivered products occurs.
- The delivery will only be considered as executed, after the sum has been credited definitely to the bank account of Zweko Optics.
- All risks as of delivery of the products are for the customer, without any prejudice of the provision of reservation of transfer of ownership.

11. Intellectual property.

11.1. Zweko Optics will retain at all times the intellectual property rights regarding the products/services she delivered. All models, sketches, graphic designs a.o. designed by Zweko Optics will remain the exclusive property of Zweko Optics, in spite of the used technique.

11.2. All pieces, delivered by Zweko Optics, such as agreements, designs, sketches, drawings, etc. are exclusively destined to be used by the customer within the context of the agreement concluded between the parties and cannot be reproduced, made public or revealed to third parties.

11.3. The customer commits himself to notify Zweko Optics immediately of any violation against the intellectual property rights by third parties, as soon as he hears about this. After conclusion of a violation, Zweko Optics is entitled to suspend all her obligations.

12. Complaints.

12.1. Complaints regarding invoices are to be introduced by registered mail within 8 days after receipt of the invoice.

12.2. Agreed times of delivery are only for your information. Zweko Optics can never be bound to pay compensation in case of a delayed or partial delivery.

12.3. In case the delivered products are damaged or incomplete, in case of defects or any other inconformity, the customer is bound to refuse the products or to accept them only by means of a written reservation. Any complaint shall be sent by registered mail to the registered office of Zweko Optics within eight working days after delivery, under penalty of expiry of right. In the absence of this, Zweko Optics assumes that the customer finds the products in conformity and has approved

them, that the sale is concluded and that the corresponding invoice has been accepted without any reserve.

12.4 All complaints regarding hidden defects are under penalty of expiry to be notified to Zweko Optics immediately by registered mail upon its discovery. The complaint is to be specified very precisely. In any case, each hidden defect is to be notified, upon penalty of expiry, within six months after its discovery.

13. General liability restrictions.

13.1 Zweko Optics is only liable for material damage resulting directly from a serious and/or deliberate error/default of her obligations. She cannot be held responsible for any indirect damage, amongst others, but not limited to financial or trading loss, commercial losses, no matter whether this damage was caused by an act, negligence, an error or a neglect of Zweko Optics, her employees or (sub)contractors. A possible compensation is in any way limited to the price, without VAT of the damaged product, that was delivered or the material damaged by our service. No claim can be introduced against Zweko Optics for whatever reason after more than six months after occurrence of the facts on which this claim is based.

13.2. Zweko Optics is not liable for any damage due to an error or negligence caused by her co-contractor or a person for which the co-contractor is responsible.

13.3. The customer accepts and acknowledges that Zweko Optics can also call in against the customer the exceptions, exonerations and guarantee restrictions, invoked by the suppliers/manufacturers against Zweko Optics.

14. Warning regarding the protective film.

As panels are protected with laminated film, following rules regarding warehousing and processing have to be observed:

- ⌚ Protect the panels against atmospheric conditions, that is fluctuations in temperature and direct UV-radiation.
- ⌚ Immediate removal of the film after installation is obligatory.
- ⌚ Bending and transforming only in conformity with the specifications of the producer.
- ⌚ A dry warehousing of the panels is essential (humidity level < 40%).

15. Material

15.1. The customer can supply the material himself to Zweko Optics for processing. This material is to be delivered in time and in a perfect state to Zweko Optics. In the event of non-observance of these conditions, Zweko Optics is not responsible for loss of quality or prolongation of the term of delivery.

15.2. If the customer will put physical objects at the disposal of Zweko Optics temporarily or for a longer time and those are stocked at the premises of Zweko Optics, the customer will protect Zweko

Optics against all claims. Moreover, the customer will renounce any claim arising from a possible change, damage or loss of her physical objects.

16. Applicable law and competent courts

The agreement concluded with Zweko Optics is governed by Belgian law to the exclusion of the Vienna Sales Convention.

Only the courts in Tongeren are competent in case of litigations regarding the validity, interpretation or the execution of the present general terms and conditions.