

GENERAL TERMS AND CONDITIONS OF SALES

Website DUCOMAT

DATE 12/05/2022

Unless previous written and explicit consent from DUCOMAT, the present terms and conditions of sales for Ducomat online sales shall apply to all contracts concluded between SRL DUCOMAT, having its statutory office at rue du Parc 50 à 4432 ALLEUR, with registered number BCE 0874.719.472, and any natural or legal person having proceeded to a purchase of Products via DUCOMAT Website. The term "Buyer" shall include both Professional Buyer (B2B) and Non-professional Buyer or Consumer (B2C) as defined hereunder .

When the Buyer orders a Product offered for sale by DUCOMAT in any way whatsoever, shall entail that he acknowledges and accepts, without restriction or reservation, these general terms and conditions prior to the order, and that he renounces the application of his own prior or subsequent general terms and conditions such as his general general terms of purchase or terms and conditions in his order forms or in any other Buyer's document.

DUCOMAT reserves the right to modify the present general terms and conditions of sale at any time. In this case, the applicable conditions will be those in force on the date of the order by the buyer.

1. Website Object

- 1.1. DUCOMAT website offers the purchase of Products intended primarily for industrial dust removal (hereinafter "The Products").
- 1.2. Buyers or Visitors are hereinafter jointly referred to as "Users".
- 1.3. Professional Buyers are Buyers who has referenced a valid VAT number during the process of purchase and who buy our Products for their professional use.
- 1.4. Non-Professional Buyers (or Consumers), are Buyers who have not referenced a valid VAT number at the time of their purchase and who buy our Products for their personal use.
- 1.5. Professional and Non-professional Buyers are hereinafter jointly referred to as "Buyer".

1.6.. The site is freely accessible to any User.

2. Products specifications

- 2.1. The products and services offered are those listed in the catalog published on DUCOMAT website.
- 2.2. These products and services are offered within the limits of available products stocks. Each product is accompanied by a description.
- 2.3. Photos in any catalog are as accurate as possible but we cannot guarantee a perfect match with the product offered, particularly with regard to colors.
- 2.4. All the information indicated on our site is given for information and general indication purpose only and is likely to change over time. DUCOMAT cannot be held responsible for omissions, inaccuracies and deficiencies in the update, whether by itself or by the third party partners who provide the relevant information. Furthermore, the information on the site shall not be considered as complete and exhaustive. They are subjected to modifications from time to time.
- 2.5. The dimensions, prices, characteristics, performances, photographs, colors, and other data relating to the Products available on our Site or advertisements are general indications.
- 2.6. DUCOMAT cannot be held responsible for any minor discrepancies that do not affect the essential characteristics of the products.

3. Conditions of Use

By using our Site, you agree:

- to use the Site or its Services only for the purposes authorized by (a) the present terms and Conditions of Use (b) the General Conditions of Sale of DUCOMAT and (c) any law, any regulation or any practice or directive generally accepted in your territory;
- not to disrupt or interfere with the security of, or engage in any other form of abuse of the Site, or any of the DUCOMAT services, system resources, accounts, servers or networks connected to or accessible through the Site or related or linked websites;
- not to create or use a false identity on this site;
- not to attempt to obtain unauthorized access to the Site;
- not to infringe the intellectual property rights of DUCOMAT or any third parties IP;
- not to reproduce on any medium whatsoever, all or part of the content of the Site without the previous and express authorization of DUCOMAT;

- not to use the personal data to which you may have access via our Site to distribute unsolicited messages via e-mail or engage in other form of spamming, for any commercial or non-commercial purpose, or in any other way not permitted;
- not to upload, send, transmit by e-mail or in any other way any content that is illegal, harmful, threatening, abusive, constituting harassment, defamatory, vulgar, obscene, pornographic, threatening the privacy of others , hateful, racist, or otherwise unlawful.

- 3.2. In addition, you agree that you are solely responsible for the actions and communications undertaken or transmitted through the Site when purchasing a Product. You thus guarantee, at all times, the truthfulness and accuracy of any information you provide on the Site.
- 3.3. You agree to indemnify, defend and hold harmless DUCOMAT, its directors, employees, representatives and suppliers, as well as all any DUCOMAT third party partners against all possible losses, expenses, claims and costs , including attorneys' fees arising from any breach by you of these General terms and conditions.

4. Price and payment conditions

- 4.1. The price and rate applicable to the order are those in force at the time your order is placed. Ducomat reserves the right ot modify its prices at any time, beeing understood, however, that the price in force at the day of the order will be the only price applicable to the Buyer.
- 4.3. The prices indicated on our Site include the costs of processing order but do not include shipping costs. These costs will be indicated separately upon finalization of your order on your order summary page.
- 4.4. The prices are quoted in Euros, exclusive of customs duties and all kind of taxes which must be paid in addition by the Buyer.
- 4.5. **Payment conditions:**

We provide you several payment solutions. You can pay using the following payment methods:

Visa - Maestro - Sofort - Mastercard - Belfius NetBanking - KBC/CBC Online - Bancontact - Giropay

We collaborate with Worldline Financial Solutions NV/SA, for all payment solutions, which is an electronic money Company with its registered office at Da Vincilaan, 3 1930 Zaventem - Belgium and which is placed under the supervision and control of the National Bank of Belgium.

In case payment is processed by Bancontact, your payment is made in your own Internet banking environment.

DUCOMAT will not store any Account Data on any medium whatsoever, except with the Buyer's specific written consent, and it will act at all times in compliance with the PCI-DSS standard for all matters relating to Authentication Data Sensitive.

4.6. All transactions made with credit and debit cards are charged at the time of purchase.

5. Opening an account

The purchase of a Product on our Site implies the opening of an account. To open an account, all you have to do is to mention a valid email address and reference a password.

6. How to place an order?

- 6.1. **Quality of buyer:** The Buyers will be Professional Buyers or Consumers as defined above. The Buyer must be at least 18 years old and have legal capacity. In the event that he does not meet the minimum legal age, he must have parental authorization allowing him to place an order on our Site. The Buyer also undertakes to transmit to DUCOMAT via its Website, complete and accurate personal information necessary for the delivery of the Products and for invoicing. This information will be processed in accordance with our Privacy Policy displayed on our Site.
- 6.2. DUCOMAT reserves the right to ask the Buyer for any additional information or justification relating to his age. In the event of inaccurate or erroneous information, DUCOMAT cannot be held responsible in case of inability to deliver the products ordered.
- 6.3. **Purchasing process:** If you wish to purchase one or more product(s) listed on our Site, you can directly view the products on our Site and must select each product you wish to purchase and add it to your basket. When you have selected all the products you want to buy, you can confirm the contents of your basket and place the order. Prior to this, you will need to complete the billing and delivery data and provide us with an address, your surname, first name, company name (if applicable), a valid e-mail address and, if applicable, a valid VAT number.
- 6.4. As soon as your basket is validated, you will be redirected to a summary page that will display the details of the products in your basket, their price and the shipping conditions. You will have a detail of the shipping costs related to your

order. You will then choose the delivery options, if any, as well as the payment methods that suit you best.

- 6.5. At the end of this summary page, there is a purchase button where it will be specified "Purchase with payment obligation". You must click on this button to confirm and place your order after having previously checked the following boxes:
1) I have read and I accept the general conditions of sale 2) I have read and I accept Ducomat privacy policy.
- 6.6. After placing your order, we will send you a confirmation message which will contain the data of your order. You will also receive a message when your order is send out.
- 6.7. You agree to receive ectronic invoices for your purchases. Electronic invoices will be sent to your e-mail address referenced during your purchase process.
- 6.8. DUCOMAT will be entitled to refuse any order from a customer with whom there is a dispute relating to the payment of a previous order.
- 6.9 You can cancel physical items or orders that haven't entered the shipping process yet.

To cancel items or orders:

1. Go to your Orders page
2. select the order you want to cancel by clicking on the box next to your item you want cancel. To cancel the entire order, select all of the items.
3. select cancel selected items in this order when finished

After submitting the cancellation, you'll receive a confirmation message.

Refer to the following instructions if you can not cancel your order.

If you do not see **Cancel items** besides the order you want to cancel **or if cancel items or order is not available**, DUCOMAT may have already shipped it. In such case, go to Go to Your Orders page and select **Track package**, and then **Cancel this delivery**.

- If this option is not available, you can still refused the item/parcel based on your right of withdrawal or return it using our withdrawal form.

7. Delivery Policy and Delivery Charges

- 7.1 We use several carriers depending on the nature of the products ordered and the destination (Bpost, UPS, DPD, Geodis, Daxer etc.). The delivery price is at least

30 euros. The total amount of the delivery costs depends on the destination, the volume of the products ordered and the value of the products ordered. The delivery costs include the packaging costs for the transport considered.

- 7.2. Territories: We can deliver the products to the following destinations: Germany, Austria, Luxembourg, Belgium, Denmark, France, Monaco, Netherlands.
- 7.3. In the event of withdrawal, the costs of returning the Product(s) are payable by the Buyer (see article 14 below).
- 7.4. DUCOMAT undertakes to deliver or make available the Products and the Buyer to take delivery of the Products at the place and within the time limits specified in the order. The Buyer undertakes to notify DUCOMAT or the carrier of any difficulty of access during its delivery or alternative delivery locations if he is not present at the time of delivery.
- 7.5. If delivery cannot take place, or if the Buyer refuses delivery, the package will be returned to DUCOMAT and the Buyer will be refunded within 15 days of receipt of the package by DUCOMAT.
- 7.6. DUCOMAT cannot be held responsible for the proper performance of the obligations of its external carriers, without prejudice to the rights that the consumer may have under the Belgian Code of Economic Law.
- 7.7. Deliveries are made to the address indicated in the order. The delivery period begins upon receipt of full payment. In the event of damage during transport, a motivated protest must be formulated before the carrier within 3 days of delivery.

8. VAT

8.1. Invoicing within European Union or Belgium

- 8.1.1. VAT tax is due for all Buyers registered for VAT and which have their registered office in Belgium.
- 8.1.2. All prices invoiced are excluding belgian VAT tax only if the Buyer is registered for VAT in an EEC country other than Belgium, he provides a valid VAT number and the products are shipped outside Belgium. Buyer shall declare this import with the competent authorities in order to comply with the fiscal regulations of his country. Buyer shall be responsible for paying all applicable local taxes on the products.
- 8.1.3. 21% VAT (taxes) will be charged for Buyers within the European Union without a valid VAT registration number or if DUCOMAT has not received sufficient proof of shipping products outside Belgium

8.2. Invoicing outside European Union

- 8.2.1. For all delivery outside European Union, invoices shall be VAT excluded.
- 8.2.2. Should an order be exported outside European Union, the Buyer is to be the importer of record.
- 8.2.3. Duties or other local taxes, import fees, or state taxes may be payable depending on the geographic zone that Buyer have chosen. These charges and fees are not the responsibility of DUCOMAT. All declarations and payments to the corresponding authorities and organisations are the Buyer's full responsibility. DUCOMAT advise their customers to ask for information about these issues from their local authorities.

9. Transport and Freight

- 9.1. Unless otherwise specified in the specific conditions of DUCOMAT, delivery shall be **CPT (Carriage paid to - address of the Buyer)** - Incoterms CCI 2020 or the most recent CCI Incoterms in force at the time the order is placed. The risks pass from DUCOMAT to the Buyer as soon as the products are handed over to the DUCOMAT Carrier.
- 9.2. Unless otherwise specified in the Contract, DUCOMAT shall be solely liable for making all transport arrangements for the shipment and delivery of the Products in accordance with the requirements of the Contract.
- 9.3. The Buyer must explicitly report any difficulties of access or passage the carrier may meet and shall measure access points for the delivery. All additional costs incurred for the renting of lift shall be beared by the Buyer and will be invoiced by the carrier to the Buyer.

10. Delivery times

- 10.1. Unless there is an express guarantee given in the special conditions of DUCOMAT, the delivery times mentioned in the said special conditions are not strict deadlines.
- 10.2. Delivery times are given for information only.
- 10.3. No delay in delivery may give rise to termination by the Buyer of the sales contract or to the payment of any damages by DUCOMAT.

11. Availability

- 11.1. Our Products offerings and prices are valid as long as supplies available. If a product is unavailable after ordering, you will be informed by e-mail or by phone about the expected availability date as soon as possible or you will be entitled to cancel your order.

11.2. DUCOMAT has the right to refuse to sell its products based on the unavailability or insufficiency of stocks, or for any other legitimate reason, and retains the right to make partial deliveries.

11.3. DUCOMAT shall not be liable for a lack of stock or the unavailability of products.

12. Retention of Ownership

12.1. The Products delivered shall remain the property of DUCOMAT until the price has been paid in full.

12.2. In the absence of payment at the agreed time, return of the Products can be required ipso jure and without prior formal notice. Until full payment of the price, the Buyer undertakes to separate the Products sold and to ensure that they remain easily identifiable by DUCOMAT as relating to the Contract of Sale.

12.3. The Buyer shall bear all risks the Products might suffer or cause from the time of their delivery according to the Incoterm of the Contract and he shall take all measures to preserve all DUCOMAT rights of ownership. From the time of entering into the Contract, he undertakes to subscribe the necessary insurance policies.

12.4. Partial payments remain transferred as compensation for the prejudice resulting from non performance of the Contract of sale, and in particular, the prejudice resulting from the disappearance of or damage to the Products, without prejudice to the right for DUCOMAT to claim other damages for compensation in full for the prejudice suffered.

13. Import document, authorization and other legal requirements

The Buyer shall be responsible for obtaining any export license required with respect to the Product sold or delivered to the Buyer under the Contract. The Buyer should consult the relevant local laws and regulations to check any restriction that might apply to the relevant Product and its use.

14. Right of withdrawal of 14 days (B2C) and exceptions

14.1. Unless one of the exceptions listed below is applicable, you can withdraw from your order without giving any reason within 14 days running from the date on which you, or a third party designated by you (other than the carrier), has taken physical possession of the Products purchased (or of the last good, batch or part if the contract relates to the delivery of several goods or several batches delivered separately).

14.2. This right of withdrawal applies only to Products purchased on our site, unused and uninstalled.

- 14.4. To exercise your right of withdrawal, you must notify us by e-mail or post of your decision to withdraw from your order. You can submit your request online in accordance with these instructions and form that we make available to you (use the form available on our Site) or simply by mail.
- 14.5. To meet the withdrawal deadline, simply submit your withdrawal request before the 14-day period expires and return your product to:

SRL DUCOMAT, head office rue du Parc 50 at 4432 ALLEUR - BELGIUM - BCE
0874.719.472,

email address: info@ducomat.be

➤ **Exception to the right of withdrawal:**

- 14.6. Professional Buyers do not have the right of withdrawal. The right of withdrawal does not apply to tailor-made product.

15. Consequences of withdrawal

- 15.1. We will refund all payments we have received from you, including standard delivery charges (i.e. the cheapest delivery we offer) no later than 14 days from receipt of the returned Product. Delivery costs will only be refunded if your entire order is subject to withdrawal. In case of return of part of your order, only the price of the returned Products will be refunded. The return costs are your responsibility.
- 15.2. We will use the same means of payment as you used when placing your initial order, unless you expressly agree to a different means. In any event, this reimbursement will not incur any additional costs for you. However, we may withhold reimbursement until we have received the product(s).
- 15.3. The return of the Product(s) must be made by the Buyer within fourteen (14) days following the communication of his decision to withdraw from his order. The Buyer will choose the carrier of his choice adapted to the products ordered.
- 15.4. The Product(s) must imperatively be returned in their original condition(s) and packaging.
- 15.5. Any damage to the returned Product resulting from handling by the Buyer will result in non-refund of the Products.
- 15.6. You must bear the direct cost of returning the product(s). You will be responsible for the depreciation of the value of the product(s) resulting from manipulations (other than those necessary to establish the nature and characteristics of this product(s)).

15.7. The risks associated with the return of a Product(s) are the sole responsibility of the Buyer.

16. Legal guarantee of conformity ("Non-Professional" Buyer - B2C)

16.1. DUCOMAT guarantees that the Products, including their packaging or wrapping, comply with the contractual specifications and the official standards announced on the Site or in the documentation, that they are suitable for the uses expressly indicated in the Contract, that these Products are of good quality, free from faults and defects in raw materials and workmanship under normal use.

16.2. As a Non-professional Buyer of our Products (Consumer), you benefit from the guarantee on consumer goods provided for by European Directive 1999/44 (transposed in Belgium by the law of 1 September 2004 relating to the protection of consumers in the event of sale consumer goods), also known as the "conformity guarantee", which protects consumers when the products they buy contain a lack of conformity as well as the guarantee against hidden defects (hidden defects of product sold which render it unfit for the use for which it is intended, or which so diminish this use that the buyer would not have acquired it, or would have given only a lower price for it, if he had known about them) of the product and in compliance with the conditions laid down by law.

16.3. The lack of conformity occurs when it does not correspond to the description given on our Site or if it does not fit for purposes for which goods of that nature are generally put.

➤ What are the conditions to benefit from it?

16.4. The legal guarantee of conformity benefits to all consumers residing in the European Union and they can benefit from it if the professional seller deliver a product with a lack of conformity.

➤ What are your rights?

16.5. If the product you have purchased on our Site has a defect covered by the present conformity guarantee, you have the right to obtain, free of charge, a replacement of the product by us. You also have the right to obtain a price reduction or the termination of the contract in the following cases:

- (a) replacement of the product is not possible;
- (b) the replacement cannot be implemented within a reasonable time; Where
- (c) the replacement cannot be implemented without major inconvenience for the consumer.

16.6. Please note that a minor defect for which replacement is not possible or excessively expensive does not entitle you to the termination of the contract.

➤ **What is the duration of the legal guarantee of conformity?**

16.7. You benefit from a legal guarantee for two years following the delivery of your Product ordered. You will therefore need to prove the proof of purchase of your product in order to benefit from it. In addition, you will be required to notify us the lack of conformity as soon as possible from the date of the detection of the lack of conformity.

➤ **Exclusions from the legal guarantee of conformity**

16.8. Are expressly excluded from the present warranty:

- damage to the Product resulting from its normal wear and tear with regard to its nature, its function or composition;
- Products which have not been used in accordance with the recommendations of use or which have been used too intensively;
- any defects in the Product that may result from poor storage, conservation, or lack of maintenance, non-compliance with maintenance and upkeep instructions, damage caused by external objects, external events such as accidents, shocks, fires, exposure to the sun, bad weather, acts of vandalism, water damage, natural or artificial light (in the event of discoloration).

16.9. Unless otherwise stipulated, no action for non-conformity may be initiated by the Buyer, by legal or arbitration, more than 24 months after the arrival of the Products at their destination. Furthermore, any action resulting from hidden defects cannot be brought more than 20 days after the discovery of the hidden defect.

17. Guarantee of conformity ("Professional" Buyer)

17.1. DUCOMAT guarantees that the Products, including their wrapping and packaging, comply with the contractual specifications and the official standards announced on the Site or in the documentation, that they are suitable for the uses expressly indicated in the Contract, that these Products are of good quality, free from faults and defects in raw materials and workmanship under normal use.

17.2. DUCOMAT does not recognize any other express or implicit guarantee on the Products, including, but without limitation, the guarantees of results, performance, the suitability of the product for a particular use or the non-violation of intellectual property rights.

17.3. DUCOMAT shall not be liable for defects caused by circumstances appearing after the transfer of risk to the Buyer, such as defects due to incorrect installation/use by the Buyer or faulty repair by the Buyer, or alterations made

without the written consent of DUCOMAT. DUCOMAT will also not be liable for damage resulting from normal use or if the Products delivered do not comply with the legislation of the country of delivery.

- 17.4. In the event of delivery of the Products without installation, the Buyer must examine the Products or have them examined by one of its representatives, within 7 days after the arrival of the Products at their destination.
- 17.5. The Buyer shall notify DUCOMAT, in writing, of any lack of conformity within 7 days of the date on which it has discovered or should have discovered the lack of conformity with enough detail. In any case, the Buyer cannot claim any compensation for lack of conformity if he has not notified DUCOMAT within 12 months from the date of arrival of the Products at destination.
- 17.6. In the event of damage or shortage, the Buyer must also take all measures to safeguard the rights of the parties towards the carrier and the insurer, in particular by formulating within the prescribed time limits and with all the required precision the complaints or reservations towards the maritime and/or other carrier, in accordance with the regulations governing the transport in question.
- 17.7. In the event of minor and usual discrepancies between the Products delivered and those agreed with regard to the market concerned or with regard to the business relations between the parties, the Products shall be considered as compliant. In the event that the defect is such that it may cause damage, the Buyer must immediately inform DUCOMAT in writing and cease all use of the Product. The Purchaser must take reasonable measures to minimize the damage and must in this respect act in compliance with the relevant instructions of DUCOMAT.
- 17.8. When the Products does not comply and the Buyer, having notified DUCOMAT of the lack of conformity, in accordance with article 17.5, DUCOMAT may, at its option:

- a) either repair the Products at the place where the Products are located, unless DUCOMAT deems it more appropriate that the Products be sent at a destination that DUCOMAT has specified, without any additional cost for the Buyer .
- b) either replace the Products with compliant Products, at no cost to the Buyer;

If the Buyer has given the notification referred to in clause 17.5. and that no defect for which DUCOMAT is responsible has been identified, DUCOMAT will be entitled to compensation for the costs it has incurred as a result of this notification.

Any return of Products requires the prior agreement of DUCOMAT via email: info@ducomat.be In the absence of a return agreement, the Products will be

returned to you, at your expense, risk and peril, all shipping costs, storage and handling charges being your responsibility.

After obtaining the return agreement from DUCOMAT, the Buyer has a period of fourteen clear days to return defective or non-compliant products to DUCOMAT.

17.9. The reparations provided for in Article 17.8 will exclude any other reparation based on non-conformity, including production losses, loss of profit and any other indirect damage.

17.10. Are expressly excluded from the present warranty:

- damage to the Product resulting from its normal wear and tear with regard to its nature, its function or composition;
- Products which have not been used in accordance with the recommendations of use or which have been used too intensively;
- any defects in the Product that may result from poor storage, conservation, or lack of maintenance, non-compliance with maintenance and upkeep instructions, damage caused by external objects, external events such as accidents, shocks, fires, exposure to the sun, bad weather, acts of vandalism, water damage, natural or artificial light (in the event of discoloration).

18. Limitation of Liability

18.1. Except in case of delivery in Belgium, we decline all responsibility in the event that the Product delivered does not comply with the legislation of the country of destination.

18.2. Our responsibility cannot be retained in the event of delay or breach of our contractual obligations if the delay or breach is due to a cause beyond our control: fortuitous event or force majeure event as defined by the applicable law or in case of out of stock Products affecting our suppliers. In addition, it is recalled that our responsibility will not be engaged in the event of minor discrepancies between the photos of the Products, the texts displayed on our Site and the products delivered.

18.3. To the fullest extent permitted by law, DUCOMAT is not liable for any damage or accident to persons, damage to property, loss of profits, loss of earnings or any other direct or indirect damage resulting from the negligence of the Buyer in connection with the storage or use of the Products. In any event, if DUCOMAT's liability were to be retained, for any reason whatsoever and for any damage, direct or indirect, regardless of the form of action, whether in contract, tort or otherwise, it will be limited to the amount of the price paid for the Products which are subject of the complaint or to the replacement of these Products.

18.4. Except as otherwise provided and to the maximum extent permitted by law, this Site and all content and information on or relating to it are provided "as is" without warranty of any kind, whether express or implied.

18.5. Unless otherwise stipulated, no action for non-compliance may be initiated by the Buyer, by judicial or arbitration action, more than 25 months after the installation of the Products by DUCOMAT or the reception of the Products by the Non-professional Buyer and more 12 months after receipt of the Products by the Professional Buyer. Furthermore, any action resulting from latent defects cannot be brought if the defect is not notified within 20 days after the discovery of the defect. It is expressly agreed that after the expiry of the aforementioned period, the Buyer may not invoke the non-conformity of the Products or oppose it in a counterclaim to defend himself on the occasion of an action brought against him by DUCOMAT. for breach of contract.

19. . Wrapping and packaging

All Products ordered will be adequately packed for transport and storage in accordance with DUCOMAT's usual commercial practices.

20. Intellectual property rights

20.1. The Buyer agrees that DUCOMAT remains the sole owner or licensee of all intellectual property rights on its Products including, among others, copyrights, patent rights, design rights, trademarks, trade secrets, know-how and all other intellectual property rights related to the Products. In particular, the order placed by the Buyer for Products, its execution and the delivery of said Products ordered, does not involve any licence, transfer or assignment of intellectual property rights except a non-transferable, non-exclusive, non-sub licensable, and revokable licence to use the product for the personal use of the Buyer.

20.2. DUCOMAT® is a registered Trade mark that belongs to DUCOMAT SRL.

20.3. This website as well as all its content, in particular, but without limitation, its layouts, texts, videos, images/photographies of the products, the design and patterns of the products, brands, logos, soundtracks, drawings or models, computer programs, databases etc. (collectively referred to as "the Content") are protected by intellectual property rights and in particular by copyright, trademark law, design and model law, the right of database producers as well as by any other legislation relating to them. You acknowledge that all Content is the exclusive property or licensed to DUCOMAT.

20.4. Except as expressly provided in these General terms and conditions, no part of the Site or any Content may be copied, reproduced, republished, downloaded, posted, publicly displayed, encoded, translated, transmitted or broadcast in any

way on another computer, server, website or publication or distribution medium for any purpose whatsoever, without the prior written consent of DUCOMAT.

20.5. As part of the use of this Site, DUCOMAT grants you a limited, non-exclusive, non-transferable, non-licensable and revocable license at any time without reason, in order to allow you to access the Site, to consult it and to make a purchase, print or download on a durable media the offerings provided that (1) you do not delete the copyright notices on the copies of these documents, (2) you use the Site and information obtained for your personal use and you do not copy or publish this information on a networked computer and you do not distribute it in any media, (3) you do not make any modifications to this information.

21. Access to the Site and availability

21.1. All connections to our Site implies minimum knowledge and your acceptance of the characteristics and limits of Internet network, in particular its technical performance, response times for consulting, querying or transferring information, the risks of interruption, and more generally, the risks inherent in any connection and transmission on the Internet or on mobile telephone networks, the lack of protection of certain data against possible misappropriation and the risks of contamination by viruses circulating on the Internet and mobile telephone networks.

21.2. You acknowledge that you have ensured that the technical characteristics of your connection, your hardware and the software you use allow you to access the DUCOMAT Site under good conditions.

22.3. DUCOMAT cannot under any circumstances be held responsible, without being exhaustive, of the following:

- the transmission and reception or non-receipt of any data and/or information on the Internet or on mobile telephone networks;
- any malfunction of the Internet and mobile telephone networks preventing the smooth running of a purchase;
- failure of any receiving equipment or communication lines;
- loss of any data;
- the operation of any software;
- the consequences of any computer virus or bug, anomaly, technical failure;
- any damage caused to a User's computer or Mobile Phone;
- any technical, hardware and software failure of any kind that has damaged a User's computer and/or Mobile Phone.

22.4. It is your responsibility to take all appropriate measures to protect your own data on your computer, tablet and/or mobile phone against any third party attack.

DUCOMAT is also only bound by an obligation of means in the presentation of its Products for sale via its Site.

22.5. Our Site is in principle accessible 7 days a week and 24 hours a day, except for maintenance interruption, scheduled or not, or in the event of force majeure.

23. Personal data

Your personal data is collected by DUCOMAT in accordance with its Privacy Policy which you will find on our Site and which you accept when buying a Product.

24. Archiving

DUCOMAT will archive your invoices on a reliable and durable backup media. DUCOMAT's computerized record will be considered as valid proof of communications, orders, payments and transactions between the parties.

25. Force Majeure

25.1. A party is not liable for a failure to perform any of his obligations in so far as he proves:

a) that the failure was due to an impediment beyond his control, and b) that he could not reasonably be expected to have taken into account the impediment and its effects upon his ability to perform at the time of the conclusion of the Contract, and c) that he could not reasonably have avoided or overcome it or its effects.

Force majeure as used herein means, without limitation, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are reasonably within the power of the Party invoking Force Majeure to prevent).

25.2. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

25.3. A party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other

contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days

26. Nullity of a clause

The nullity or invalidity of one of the clauses of these general terms and conditions cannot affect the validity or applicability of the other clauses. If necessary, the parties undertake to replace the null or inapplicable clause with a valid clause which is closest from an economic point of view to the null or inapplicable clause.

27. Non-waiver of rights

The failure by DUCOMAT to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes constitute a waiver by DUCOMAT of any such right or any remedy associated therewith, and shall not relieve the other Party of any of its obligations under the Contract.

28. Applicable law and litigation

Any disputes relating to the interpretation and execution of these general conditions of sale is governed by the laws of Belgium.

1. With regard to professional clients:

Only the courts of the judicial district of Liège are competent.

2. With regard to consumer customers:

In accordance with article 624, 1°, 2° and 4° of the Judicial Code, the following judges will be, at the choice of the applicant, competent to hear the application:

The judge of the domicile of the defendant or one of the defendants;

The judge of the place in which the obligations in dispute or one of them arose or in which they are, have been or must be performed.

If you are a consumer and your usual residence is located in a country of the European Union, you benefit from rights protecting you under the mandatory provisions of the law applicable in your country of residence. The European Commission provides an online dispute resolution platform which you can access here: <http://ec.europa.eu/consumers/odr/>. You acknowledge that,

notwithstanding any legislative provision to the contrary, any claim or action against us must be made no later than one year after the event giving rise to it.
