

General Terms and Conditions of Sale

1. Formation of the Agreement

1.1. Offers and Orders

All our offers are non-binding. Transactions handled by intermediaries, representatives, agents, etc., are only binding upon us through our written confirmation, even if no confirmation was sent for previous transactions.

1.2. Conflicting Terms

These terms and conditions of sale form an integral part of the agreement. Unless explicitly agreed otherwise, the contracting party is presumed to have taken notice of and approved all clauses herein, waiving its own purchase and sale conditions. Any deviations must be stated in writing and explicitly accepted by us. A change in one or more of the conditions listed below does not affect the applicability of other conditions, which remain fully enforceable.

1.3. Non-performance

If the customer terminates the agreement for any reason before delivery, this will automatically and without prior notice entitle us to compensation. This is set at a fixed rate of 30% of the invoice amount corresponding to the canceled order, without the need for the seller to prove the damage suffered. However, the seller reserves the right to claim higher damages if evidence is provided. If we have already ordered goods or performed services for the execution of the agreement at the time of unilateral termination, these will be charged in addition to the aforementioned compensation.

2. Delivery and Delivery Terms

2.1. Subject of Delivery

The subject of delivery is limited to the goods described in the sales confirmation. Packaging billed to the buyer becomes their property, while other packaging remains our property and must be returned within 30 days of receipt. Production of items requiring approval will only commence after written receipt of the approval. The buyer assumes full responsibility for any accusations of counterfeit related to the manufactured product.

2.2. Delivery Terms

Delivery is made "ex works." We do not guarantee transportation, and any such arrangement is made as a courtesy to the buyer, without any liability on our part. A mention of "free delivery" on the order does not affect the "ex works" clause. Shipping costs are calculated based on current rates.

2.3. Delivery

Date The delivery date is an estimated target date, which we will adhere to as best as possible. Delays do not entitle the buyer to cancel the contract, refuse the goods, or claim damages.

2.4. Force Majeure

We are not liable if the supplier from whom we procure goods fails to deliver, or delivers late or improperly, for any reason. Any case of force majeure, such as strikes, riots, mobilization, government measures, transportation disruptions, delays in supply, frost, fire, etc., entitles us to suspend or partially or wholly cancel the contract without compensation. We also reserve the right to terminate the sale if the buyer's situation changes (e.g., death, incapacity, insolvency, bankruptcy) without prejudice to our right to claim compensation.

2.5. Suspension of Delivery

We are entitled at any time, before delivery or continuation thereof, to request bank or mortgage security for the buyer's payment obligations, regardless of agreed payment terms. Until these conditions are met, we are not obliged to deliver.

3. Development Costs

T +32 51 40 45 36
sales@sovaplastics.com

www.sovaplastics.com

BTW BE 0426.612.631
RPR Brugge

ING: IBAN BE42 3850 0692 4954 - BBRUBEBB
KBC: IBAN BE76 4679 1741 7195 - KREDBEBB



Development costs for tools, including molds, are charged to the buyer, even if they remain our property. If the mold is removed, 15% of its purchase price will be charged for development costs.

4. Price and Payment Terms

4.1. Price

Prices are calculated "ex works" unless expressly stated otherwise in the order confirmation. Taxes, charges, and other costs are not included in the price and must be settled separately by the buyer. For orders below €123.95 (excl. VAT), a handling fee of €12.39 will be charged.

4.2. Payment Terms

Unless otherwise agreed, payment terms are 30 days from the invoice date. All deliveries are payable at our company's registered office. The acceptance of bills of exchange or other payment documents will not be considered a novation of debt. All invoices, including those not yet due, become immediately payable in case of non-payment of previous ones. From the due date, interest on arrears will be owed, equal to the legal interest rate plus 2%. In case of partial or complete non-payment on the due date without valid reason, a penalty of 15% with a minimum of €123.95 will be added, even after a formal notice.

5. Warranty

Claims regarding non-conformity or visible defects must be sent by registered mail within 48 hours of delivery, and within 6 calendar days for hidden defects from their discovery. If a claim is justified, we reserve the right to either pay compensation up to the invoice value of the defective goods or replace the goods free of charge, excluding any other compensation. Complaints do not entitle the buyer to cancel the purchase or defer payment.

6. Retention of Title

Ownership of the delivered goods passes to the buyer only after full payment. Risk is transferred at the time of delivery.

7. Production Materials and Raw Materials

If no contrary instructions are received, Sovaplastics is entitled to procure necessary production materials. If an item is no longer ordered for 6 months, related production materials and finished product stocks will be invoiced to the buyer.

8. Waiver of Setoff

The buyer waives the right to offset claims against Sovaplastics BV with claims of Sovaplastics BV against the buyer.

9. Jurisdiction

Belgian law applies. Only the courts of the judicial district where Sovaplastics BV is located have jurisdiction.

10. VAT Registration

The customer's VAT registration number will be included in the annual VAT declaration.

11. Insurance

Sovaplastics has a liability insurance policy (general and product liability) with a coverage amount of €2.5 million for combined material and bodily damage, limited to €1.25 million for consequential damage caused by fire, smoke, explosion, water, environmental contamination, and nuisance to neighbors. Molds owned by the customer must be insured by the customer under their fire insurance policy. The customer expressly waives any right of recourse for damage amounts exceeding the insured capital under Sovaplastics BV's policy. Therefore, Sovaplastics BV is not liable for any damage exceeding the insured amount.

12. Terms of Sale

Our terms of sale are available upon request in English, French, and Dutch.