

GENERAL TERMS AND CONDITIONS – SALES - SELLER (version 2020/03)

1. Unless expressly agreed otherwise in writing and signed by SELLER, these general terms and conditions shall apply to all SELLER's sales, transactions and performances. The customer shall never be able to rely on the tacit acceptance of its terms and conditions, regardless of the document on which these are, shall be or would be mentioned.
2. All offers are without obligation. SELLER's offers shall lapse if they are not accepted by the customer within 30 days, unless stated otherwise. An order must be expressly accepted in writing by purchaser before SELLER shall be bound by it. An order form filled out by purchaser at his own initiative (e.g. via website)) binds SELLER only if and when explicitly accepted in writing by Seller following hand over by purchaser to SELLER of such completed order form.
3. All prices are inclusive of VAT, unless expressly agreed otherwise.
4. All invoices are payable at SELLER's registered office (either at its offices or by crediting its financial accounts) and must be paid at the latest on the due date stated on the invoice.
5. Late payments shall automatically and without explicit notice of default being required, give rise to a default interest of 1% per month started from the due date.

If an invoice remains unpaid in whole or in part on the due date, or in case of refusal of delivery or non-collection of the goods without serious reasons, and after unsuccessful notice of default, the balance of the debt will furthermore be increased by 12% by way of damages and this with a minimum of 75,00 € and a maximum of 2.500,00 € as compensation for SELLER's extrajudicial collection costs, supplemented with other compensations and costs due to us in case of judicial collection. Without prejudice to the contrary provisions in these general terms and conditions, this arrangement of interest and compensation is also provided for the benefit of the non-professional customer in case SELLER does not fulfil its payment obligations.

6. The invoice amount or the remaining part thereof shall be immediately due and payable, without reminder, if :
 - one (or more) agreed payment terms are not respected ; or
 - the customer is in a state of bankruptcy, liquidation or dissolution or has applied for a judicial reorganisation.
7. In the event of non-payment on the due date of one or more invoices and/or in the event that the invoices are due and payable in accordance with article 6 of these general terms and conditions, SELLER reserves the right to suspend all current orders for goods, repairs and/or reviews of the concerned goods. In this case, SELLER shall also be entitled, without judicial intervention and after prior notice of default, to dissolve the concerned agreements subject to appropriate notice, without being obliged to pay any compensation and without prejudice to its further rights. In this case, the customer shall also owe SELLER compensation corresponding to the damage incurred, which shall amount to at least 15% of the agreed price without taxes. Moreover, in this case, but also in all other cases of termination at the customer's expense, an advance payment shall in any case be acquired and retained by way of compensation and may at least be applied to the compensation. This arrangement of compensation and advance payment is also provided for the benefit of the customer in the event that SELLER terminates all or part of the contract at his expense.
8. SELLER shall at all times be entitled to compensate all sums owed by the customer of any nature whatsoever with the sums it may owe to the customer (outstanding and future assets) and on any basis whatsoever.
9. Any protest of an invoice from SELLER must be motivated by registered letter, within 8 calendar days after the invoice date. Failing this, the invoice shall be regarded as accepted without reservation.
10. In case of late delivery or performance, SELLER shall first be declared in default by registered letter, after which, in case of unjustified failure to deliver or perform, SELLER shall owe SELLER a fixed compensation of 1% of the price (excl. taxes) per month until the day of delivery or performance, with an absolute maximum of 10% of the price (excl. taxes) for this delivery or performance.
11. After delivery of the goods or services sold, SELLER can under no circumstances be held liable for visible defects. Defects that should have been discovered by a normal examination of the sold goods at the time of delivery shall be qualified as visible. If the customer has taken receipt of the sold goods or services without reservation, he has in any case agreed to it. In other words, no guarantee is ever given for visible defects.
12. The customer must at all times take delivery of the purchased goods.

In case of a non-professional customer (i.e. a consumer or non-VAT number holder who enters into an agreement directly with SELLER), SELLER shall be liable towards this customer for a lack of conformity that exists at the time of delivery of the goods and that manifests itself within a period of two years from the delivery with regard to the frames of the glasses or ARTNOG® products, and within three years from the delivery with regard to the lenses of the glasses. (Articles 1649bis to 1649octies of the Civil Code). In the event that the warranty period exceeds that of the legal warranty, SELLER's warranty with respect to its customer is always and in any case limited to the duration and scope of the warranty given by the manufacturer/producer/importer.

In case the guarantee period exceeds that of the legal guarantee, this guarantee of SELLER with regard to its non-professional customer is always and in any case limited to the duration and scope of the guarantee given by the manufacturer/producer/importer.

In the case of a professional customer (this is a VAT number holder who enters into a contract directly with SELLER), no warranty (either express, tacit or legal) is given on the products (including ARTNOG® products) or services, including any warranty of merchantability or suitability for a specific purpose.

Any more extensive commercial warranties provided by the manufacturer/producer/importer shall bind only such manufacturer/producer/importer and may therefore not be invoked against SELLER nor may the customer rely on them against SELLER.

However, the customer shall have to inform SELLER by registered letter of a lack of conformity within two months from the day on which the customer has established or could reasonably have established the lack of conformity.

If the lack of conformity manifests itself within a period of 6 months from the delivery of the goods, a presumption shall apply that this lack of conformity existed at the time of delivery, unless this presumption is incompatible with the nature of the lack of conformity.

However, the guarantee mentioned above will never cover:

- normal wear and tear;
- all defects due to abnormal or erroneous use of the purchased goods;
- all defects due to insufficient or poor maintenance by the customer.
- indirect or consequential damages. Also all costs and possible damage due to (temporary) inability to use the purchased goods are not covered.
- damage resulting from an intentional fault or negligence on the part of the owner and/or user of the purchased goods;
- the repair that has already been carried out or partly carried out before SELLER has been informed of it;
- damage resulting from theft, vandalism, accident, ...

The customer shall at all times take the necessary steps not to aggravate the damage to the purchased goods.

The works covered by the warranty must always be carried out in SELLER's workshop or in a workshop indicated by SELLER. To this end, the purchased goods must always be brought to this workshop at the customer's initiative and expense.

13. All services provided by SELLER under the agreement, such as but not limited to for example, services with regard to eye measurements, adjustment of contact lenses and grinding of the lenses in the glasses are under SELLER's best efforts obligations. Any liability in this respect shall be assessed on the basis of the standard of care, taking into account the fact that SELLER has the necessary experience and expertise.

Subject to statutory provisions of public order or mandatory law, except for willful misconduct or gross negligence on the part of SELLER or its appointees or agents and without prejudice to provisions to the contrary in these general terms and conditions, any liability of SELLER in the context of the execution of the agreement for all direct and indirect damage and for damage resulting from liability to third parties shall be excluded.

With regard to the delivery of ARTNOG® products, SELLER's total aggregate maximum liability for each contractual or non-contractual obligation, indemnity or damage per calendar year shall be limited to the higher of the following two amounts: (a) EUR 250; or (b) 25% of the relevant part of the total net amount actually paid by the customer to SELLER in the course of the calendar year in which the damage was reported to SELLER. The "relevant part" shall be understood to be that part of the amount related to the service or product which is related to (or gave rise to) the damage. SELLER shall under no circumstances be liable for any indirect damage, such as, for example

For example, lost profits, work stoppages, overtime, reduced revenues, administrative or other penalties, temporary involvement of third parties, lost cost reductions, loss of or damage to data, third party claims, loss of opportunity, or reputational damage.

The customer shall be obliged to indemnify or compensate SELLER in respect of all claims by third parties for compensation of damage for which SELLER's liability in relation to the customer is excluded in these general terms and conditions.

14. Retention of title: All delivered goods, materials and parts shall at all times remain the full property of SELLER until the moment of full payment of the invoice. The customer shall treat the goods, materials and parts with care and shall not resell, assign, pledge, lend or otherwise dispose of them outside the territory of Belgium until the price with any additional costs has been settled in full. However, the risks of accidental loss or destruction of the goods, materials or parts shall be borne by our customer from the moment of delivery.

15. SELLER shall be entitled to assign the contract to any entity associated with it. With regard to the customer, this shall be liberating subject to notification of the transfer to the customer.

16. The ownership of all intellectual property rights relating to the products, documentation and services shall rest exclusively with SELLER or its suppliers.

SELLER grants the professional customer-distributor a limited, non-exclusive, non-transferable right of use (the "License") to the documentation insofar and to the extent strictly necessary for the performance of the agreement.

17. If any provision or part of a provision of these General Site Conditions is held to be unenforceable or in conflict with a provision of public policy or mandatory law, such unenforceability or invalidity will not affect the validity and enforceability of any other provision of these General Conditions or that part of the relevant provision which is not in conflict with mandatory law.

18. Any disputes shall be governed exclusively by Belgian law, and the rules of reference in private international law are hereby excluded.

All disputes shall fall exclusively within the jurisdiction of the courts to which SELLER's registered office belongs. However, SELLER reserves the right to waive this jurisdiction clause. Full privacy policy to be consulted on www.optiekmontuur.be.

"SELLER" means: ARTNOG B.V., VAT BE0755.963.362, registered office Doornikserijksweg 155a, 8510 Belleghem (Belgium), Commercial registry of Ghent, section Kortrijk, and/or its legal successors.