

GENERAL TERMS AND CONDITIONS

1. All our deliveries, sales, repairs and executions are subject to these General Terms and Conditions, to the exclusion of the client's own conditions.

These General Terms and Conditions can only be deviated from with the express written permission of the business manager of Alphaplan bvba.

2. The contracts entered into by our employees are only binding for us once they are confirmed in writing by the business manager of Alphaplan bvba.

3. All our prices are exclusive of VAT and compiled on the bases of the transport rates, price of materials, energy, raw materials, wages and social legislation to be complied with at the time of the quote being made.

All price increases with regard to one of the above or other components of the cost price, or fluctuations with respect to the monetary parity after the date of our quote will allow for us to adjust our prices.

4. We are entitled to adjust our prices if, after the agreement comes into being, amendments arise with regard to the duration - quantity and/or other delivery or performance conditions.

Additional work is always charged separately.

5. All specifications listed in the quote and/or price lists concerning dimensions, colours or other properties are applicable solely for informational purposes and are in no sense binding.

6. The cancellation of an order is only valid subject to our acceptance in writing.

In such an event, a fixed fee of 28% of the invoiced amount is payable by the customer, unless actual damage of a greater degree can be demonstrated and is also subject to a possible increase on the grounds of compensation, claimed by third parties as a results of the present agreement being broken.

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7. The delivery and/or execution periods are provided solely for informational purposes.

Under no circumstances can a delay lead to the payment of compensation or the termination of the agreement.

8. A job is considered to be delivered once the milling work is completed. Should the job involve the installation of a floor, the delivery takes place automatically once the refutable post-measurements are undertaken and consent is reached over the number of square meters actually installed and in the absence of a complaint pertaining to the levelness, within eight days of installation.

In order to be considered valid, all complaints shall be sent by registered letter within eight days of delivery and/or execution of the work.

Complaints made at a later date shall not be accepted.

Any possible defects shall be demonstrated by the customer through an investigation by an expert appointed for that purpose.

9. The measurements or all other tests will have to be performed in the presence of an Alphaplan bvba employee.

Every unfavourable test grants the right to undertake a counter-test by a research agency of our choice.

The measurements are taken in accordance with the provisions concerning the measuring. Areas in which no work has been undertaken that were, irrespective of the reasons, not accessible at the time the work was undertaken or that are not concerned with regard to the application, are under no circumstances subtracted.

10. All invoices are, subject to an announcement to the contrary, payable in cash at the offices of the company, no later than eight days after the invoice date.

No amounts whatsoever may be deducted from the invoice by the customer.

In the event of non-payment, the invoice amount will be legally increased without prior notice of default by a fixed compensation rate equal to 15% of the amount payable, as well as by any possible legal costs incurred.

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Without prejudice to the right to compensation, the invoice amount will, legally and without notice of default, incur interest equal to 1.5% per month, whereby every month commenced is considered to be a full month.

The acceptance of a bill of exchange shall not result in any novation, so the present conditions of sale remain integrally applicable.

11. We reserve the right to insist on payment guarantees and to delay the execution of the contract for as long as these guarantees are not provided. In the latter case we are entitled to claim the purchase price forthwith or to consider the agreement as dissolved, without prior notice of default and without prejudice to the right to compensation.
12. If the agreement cannot be executed as a result of force majeure (such as the lack of raw materials, a disruption at the factory of any nature whatsoever, strike, lock-out or the lack of staff, quarantine, epidemics, etc), the customer will be forthwith informed hereof, after which the agreement must be considered to be dissolved without any form of compensation being payable.
13. We are solely liable for errors or damage arising from the execution, installation and/or repair work itself.

In that event, Alphaplan bvba shall be declared to be in default in writing within seven days. Later complaints shall not be accepted.

The liability is limited in all senses to no more than the amount paid by the insurance.

We are not liable for errors or damage attributable to the ground itself, the foundations or the construction of the platform, but that only come to light during or after the execution of the job,

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We can under no circumstances be held liable for the extant floor construction, the foundations nor for the exposing of faults or defects to the floor, including reinforcement irregularities, material structure, compositions, finishes, seam transitions, tearing and delaminating of the top layer or the finish. The responsibility for this is always the customer's.

Advice and quotes with regard to solving such problems are only provided at the request of the customer and are always invoiced separately.

Nor are we responsible for the proper working of the track system or for the forklift.

We are not responsible for damages cause by our staff. The customer provides for the safety of our employees and our materials as it does for its own employees, and must also be insured against damages of any nature whatsoever caused by one of our employees.

14. In the event of non-payment or the unilateral amendment of the contract on the part of the customer, we retain the right to unilaterally terminate the contract with immediate effect. Moreover, in such an event compensation is payable by the customer, as provided for in article 6 of these terms and conditions.

5. Any dispute arising from this agreement is governed by Belgian law and falls under the exclusive jurisdiction of the Courts of Westerlo and Turnhout.

16. TERMS AND CONDITIONS OF EXECUTION:

- Should a Q Top industrial floor be ordered, the customer acknowledges that he has acquainted himself with the technical requirements, qualities, options and limitations as stated in our quote and the accompanying technical documents, and concurs thereto in full. Aftercare and other possible treatments must always be undertaken in accordance with the prescriptions in the technical documents.

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- Unless expressly stated to the contrary, the work by Alphaplan bvba must be undertaken in a sealed, dust- and smoke-free and low-noise (less than 75 decibels) heated or cooled area (working temperature between 10° and 30° C), where water does not affect the work. The floor must be dry and not affected by shocks, vibrations or other movements. The pathways must be free of obstacles and accessible. The activities must be able to proceed without disruption.
- The location must be completely water- and wind-proof and dry.
- Access to the warehouse must be permitted three days before and after the execution period. Standard working hours are Monday to Friday, with the exception of special holidays, from 08.00 to 16.30. The customer will concur to a request on the part of Alphaplan bvba to work in the evenings, at night, or in the weekends and on public holidays.
- The customer will indicate a dumping area for the cement slurry and other waste materials, within 50 meters of the warehouse. The passage between the warehouse and this location must be easily accessible. The floor level of the dumping area must be of the same height as the dumping level itself. Running water must be available at the dumping area. The warehouse must be equipped with a free 220 V connection, fused for 16 A. The location of these plugs must be no more than 30 meters from the pathways.
- The customer undertakes to always have water, electricity, sufficient lighting, heating and space for the site vehicles available free of charge, and to keep these facilities available.
- The customer will be responsible for removing any form of steel in the area to be polished. Should steel nevertheless be encountered, work will cease with immediate effect, after which the customer must undertake that which is necessary to remove it.
- Should the job be extended as a result of stoppage due to working conditions or at the request of the customer, additional charges will be included in proportion to the total amount invoiced.

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- Subject to an express stipulation, the preparation of the load-bearing floor is not a part of our tasks.

We do not accept responsibility therefore nor responsibility for the consequences thereof.
- We manufacture industrial flooring plates. While they have excellent technical qualities, they will not be those of luxury paving.
- The customer is responsible for ensuring that our materials, working methods or the purchase price are not made known to third parties in any manner whatsoever.
- The above terms and conditions of execution are necessary with regard to installing flooring plates successfully. We are not responsible for defects or additional costs resulting from non-compliance or only partial compliance with these terms and conditions.