

General terms and conditions of sale

Art. 1 GENERAL

- 1.1. Softnight Ltd. general terms and conditions always apply to all agreements between Softnight Ltd. and its customers. Any order for goods automatically entails acceptance of the General Terms and Conditions.
- 1.2. Deviation from the General Terms and Conditions is only possible by written agreement between the parties.

Art. 2 OFFERTE

- 2.1. All offers made by Softnight Ltd. are in writing, without obligation and are valid for a period of 30 days unless otherwise agreed in writing between the parties. The offer is limited to what is expressly included therein.
- 2.2 The buyer declares to have read and approved the General Terms and Conditions of Sale with each offer.

Art. 3 Orders

- 3.1. Orders placed with Softnight Ltd. shall only be considered accepted after our written approval.
- 3.2. A change in the order of goods is possible subject to change and may result in additional costs for the customer.

Art. 4 PRICES AND PAYMENTS

- 4.1. Our purchase prices are exclusive of VAT, taxes and do not include the cost of insurance, delivery or collection of the goods and the cost of consumption (e.g. fuel).
- 4.2. Payment can be made by bank transfer. Late payment shall give rise, ipso jure and without notice of default, to interest on arrears at a rate of 8% on the whole of the debt due, calculated from the due date of the invoice until full payment. In addition, an amount equal to 10% of the unpaid balance, with a minimum of €250 as compensation, will be due ipso jure and without notice of default.
- 4.3. The absence of a registered protest within 8 days of receipt of the invoices shall be considered as explicit acceptance of the invoice.
- 4.4. In the event of a clear change in the buyer's creditworthiness, we reserve the right to suspend all or part of the order, even if the goods have already been dispatched. If the buyer refuses to accept this, we reserve the right to cancel all or part of the order. All this is without prejudice to our rights to damages and interest.
- 4.5. Non-payment on the due date of an invoice, any request for amicable or judicial settlement or for deferment of payment, or any other fact which could result in the purchaser's insolvency, shall make the balance due of all other invoices, even those not due, immediately payable by operation of law.

Art. 5 DELIVERY

- 5.1. The Products are delivered to the buyer. If the delivery deadlines are exceeded, the buyer shall have the choice either to demand the performance of the contract or to declare it dissolved immediately by operation of law.

Art. 6 WARRANTY AND LIABILITY

- 6.1. Our responsibility in case of visible or hidden defects is always limited to the repair or replacement of the delivered goods. Softnight Ltd. shall never be liable for any indirect or consequential damage suffered by the buyer or third parties.
- 6.2. The parties hereby expressly agree that the period within which complaints regarding hidden defects can be formulated against the seller shall be limited to 1 month after delivery.
- 6.3. The delivered goods that are the subject of a complaint must be kept untouched by the buyer in the same condition as they were at the time of delivery. The right to guarantee lapses if the goods, of which defects were or could have been identified by careful inspection, are resold, processed or used.
- 6.4. Neither shall Softnight Ltd. be liable or responsible for handling any defect or other complaint resulting from normal wear and tear, misuse, accident or abuse.

Art. 7 FORCE MAJEURE

- 7.1. Softnight Ltd. can under no circumstances be held liable for failure to comply with its obligations if it finds itself in a situation of force majeure. In the event of force majeure, Softnight Ltd. may terminate the agreement or postpone or cancel the delivery of goods to the customer without being liable to pay compensation.

Art. 8 PROPERTY Retention of title

- 8.1. All delivered goods remain the property of Softnight Ltd. until full payment has been received.
- 8.2. All risks shall be borne by the buyer. Advances paid shall remain our property in order to compensate for possible losses in the event of resale.

Art. 9 COMPLAINTS

- 9.1. Complaints must be reported to Softnight Ltd. by registered letter within 8 days of the day of delivery. Lodging a complaint does not release the customer from his payment obligation.

Art. 10 Intellectual property

- 10.1. All inventions or discoveries, copyrights, drawings and models or confidential know-how or other intellectual property designed, produced or put into practice by Softnight Ltd. in the framework of the execution of the contract and which are related to the activities of the buyer, will remain the exclusive property of the seller.

Art. 11 APPLICABLE LAW AND IMPLEMENTING LAW

- 11.1 The Contract is governed by Belgian law. All disputes relating to the Contract shall be subject to the exclusive jurisdiction of the courts of Brussels.