

General terms and conditions of sale- Grès du Bois d'Anthisnes - 2024

The present general conditions define, without prejudice to the application of specific conditions, the respective obligations of the contracting parties on the occasion of sales and services carried out by our company.

By signing the agreement or the order form or by accepting the order confirmation from Grès du Bois d'Anthisnes SRL, our co-contractor expressly acknowledges having read these general terms and conditions and having accepted them.

In the event of any conflict between the general terms and conditions of our co-contractors and our own, it is agreed that the latter shall prevail.

1. The prices quoted by Grès du Bois d'Anthisnes SRL are to be considered as the current prices. They are not binding on the seller without its written acceptance of the order.

2. Goods, even if sold carriage paid, travel at the buyer's risk. It is the buyer's responsibility to check shipments on arrival and, if necessary, to take action against the carrier.

3. Taxes on goods are payable by the purchaser. In the event of a change in the rate, the difference will be borne by the buyer.

4. Our supplies are approved by signing a delivery note. Failing this, our supplies are definitively approved by tacit agreement. Any complaints must be sent by registered post. In the event of an accepted refusal by the seller of a product, whether installed or not, the intervention of Grès du Bois d'Anthisnes SRL is strictly limited to the supply, from its premises, of the replacement product. The seller will enjoy the time normally required for the replacement.

5. Any dispute relating to an invoice must reach us in writing within eight days of it being sent. If no objection is made within the time limit set, the invoice will be deemed to have been accepted.

6. Unless otherwise stipulated, payments shall be made in cash without discount. The terms of payment granted do not entail novation, and they may be modified or cancelled in the event of a situation that may undermine the confidence placed in the purchaser.

7. The deadlines set for our services or deliveries are only given as an indication, unless otherwise stipulated. They do not entitle the purchaser to cancel the agreement or to claim damages.

Delivery deadlines only apply if all the information and instructions required to execute the order are in our possession. In the event of a delay in delivery caused by the purchaser or by non-compliance with the agreed payment terms, or in the event of late payment of a deposit provided for in the order, Grès du Bois d'Anthisnes SRL is completely released from any obligation with regard to delivery times; prices may then be subject to revision in the event of an increase in cost prices. All cases of force majeure, including strikes, lock-outs, breakdowns of operating or manufacturing machinery or equipment, supplier delays, bad weather, etc., fully release the seller from liability.

8. In the event of suspension or cancellation of a contract by the purchaser, the value of supplies made or goods already manufactured shall become immediately due and payable. In the event of non-manufacture of the goods ordered at the time of suspension or cancellation by the purchaser, the latter will, in any event, be liable to pay compensation of not less than 35% of the total amount of the order.

9. Only persons authorised to do so are authorised to collect payment of our invoices. Supplies are payable at the seller's registered office.

10. The seller retains ownership of the goods sold until full payment of the price and its accessories (any costs, interest and penalties). Consequently, the customer expressly refrains from selling, transferring, pledging or generally disposing of the goods which are the subject of the contract, before its account has been settled. The seller may invoke this retention of title clause eight days after sending the buyer formal notice to pay. The goods must then be returned to the seller immediately on request.

The customer shall nevertheless remain solely liable for the loss of the goods sold, even in the event of unforeseen circumstances or force majeure.

11. Any invoice unpaid on the due date will automatically and without formal notice be increased by interest of 12% per annum and a penalty clause of 10% of the unpaid amount with a minimum of €75.00. The private- non-professional- customer may invoke the benefit of the present clause in his favour in the event of a proven and objectively proven breach by the company, within the framework of reciprocity of obligations.

12. Should the customer fail to comply with its obligations, Grès du Bois d'Anthisnes SRL reserves the right to suspend the contract.

The foregoing stipulations do not contain any waiver of our right to claim, at our discretion, in the event of non-payment, cancellation or non-compliance by our co-contractor with its contractual obligations, the resolution or termination of the agreement with damages.

In the event of termination or cancellation of the contract to the detriment of one of the parties, the other party will be due a fixed indemnity of 30% of the total price.

13. In the event of a dispute, the courts of Liège (Belgium) shall have sole jurisdiction. This contract is governed by Belgian law. In the event of a dispute with a party from another EU Member State, all disputes between the parties shall be brought before the Belgian courts in application of Article 25 of EU Regulation No. 1215/2012.14. Prices are exclusive of VAT, ex quarry, truck loaded.

15. One square metre or one running metre is sold including joints.

16. Prices and m²/lm/T. yields are given as an indication only.

17. Dimensional tolerances on products from the production of ornamental stone (handcrafted, mechanically and manually executed) are deemed to be accepted by the purchaser. Hand-cut elements are executed as precisely as possible.

18. For all products sold by the tonne, in bulk, the purchaser will receive a weighing slip. The final price will depend on the tonnage loaded.

19. Only rubble and chips are sorted according to colour: yellow-brown trend and grey trend (see point 23.).

20. We accept no responsibility for waiting times or damage to lorry bodies during loading.

21. Packaging prices: big bags and pallets are invoiced and not taken back. They are lost. Packaging in big bags: 33€/each (excl. VAT) - Packaging on covered pallets: 20€/each (excl. VAT)

22. Terms of payment:

- New customer: full prepayment before collection or delivery.

- Existing customer : For all orders over €3000 including VAT, a deposit of 30% will be required before collection or delivery. If the order requires several collections/deliveries, each of these may be invoiced separately. In this case, the invoice for each collection/delivery must be paid in full before the next collection/delivery can be considered. The amount of the deposit (30%), paid when the order is placed, will be deducted from the last invoice.

- The quarry reserves the right not to serve customers who are not in order of payment.

23. Rubble is sold by the tonne. Corners and mould heads are sold by the lm and generally packaged in big bags. Slabs are sold by m² and packaged on pallets. Quantities to be increased by 15 to 20% in the case of masonry without joints or with thin joints.

Colours :

- Yellow-brown (yellow, beige, ochre, brown, ferruginous).

- Grey (grey-green, grey-blue).

- Proportional mix in % (rounded to the nearest ten).

24. Slabs, kerbs, wall coverings and steps are sold by the m², lm or by the piece and are generally packaged on pallets. Slabs and kerbs meet the defined dimensional requirements of standards NBN EN 1341 and NBN EN 1343.

25. Pavers are sold by the square metre or by the tonne. They are packaged in big bags or in bulk. They meet the defined dimensional requirements of standard NBN EN 1342.

26. Drywalls are sold by the tonne and packaged on pallets. The price of the pallet is included in the price per tonne. No choice of colours, they will be mixed.

27. Crushed products are sold by the tonne and in bulk. Any other mix or recipe not listed in the price list can be produced by loader, on prior request. Our technical data sheets are available at: <https://carrieregba.be/les-documents-techniques/>. CE2+ certification, certificate no. 0965- CPR-GTO 589 (GBA).

28. Blocks are sold by the tonne and in bulk. The customer must select and check the goods be carried out by the customer at our premises prior to dispatch. If this verification is not carried out, approval of the goods is considered to be definitive. Consequently, no complaints on any grounds whatsoever can no longer be taken into consideration. The dimensions are given as an indication only. Tolerances of the order of 100mm are deemed to be accepted by the purchaser. Density of a block: 1m³ = ± 2.600 Tonnes.