

GENERAL TERMS AND CONDITIONS FOR WEBSHOP

Article 1: Identity

1.1. Identity and contact details:

Avant Machinery NV
Tiensesteenweg 240
3800 Sint-Truiden
Enterprise number: 0474.042.463

1.2. Availability:

Telephone: +32 11 68 78 65
E-mail address: info@avantmachinery.be

Mondays to Thursdays from 8:15am - 5pm;
Fridays from 8:15am - 12pm and 1pm - 4:30pm

Article 2: Definitions and applicability

2.1. For the purpose of this Agreement, the following terms have the stated meaning:

- a) **Offer:** the offer made by Avant Machinery via its Website prior to the Acceptance and conclusion of the Agreement;
- b) **Acceptance:** the Customer's acceptance of an Offer made by Avant Machinery, as a result of which the Customer places the order;
- c) **Order Process:** all consultations and choices on the Website where the Customer places Products in the shopping basket, after which an Agreement is usually concluded;
- d) **Confirmation:** the e-mail by which Avant Machinery expressly confirms the Acceptance of the Offer to the Customer, as a result of which the Agreement is concluded;
- e) **Day:** calendar day, including Sundays and public holidays;
- f) **Agreement:** the agreement relating to one or more Products or services concluded between Avant Machinery and the Customer, regardless of how this agreement is concluded;
- g) **Parties:** the Customer and Avant Machinery;
- h) **Avant Machinery:** Avant Machinery NV with registered office at Tiensesteenweg 240, 3800 Sint-Truiden and registered in the Crossroads Bank for Enterprises under number 0474.042.463;
- i) **Product(s):** the goods offered via the Website, in the showroom or displayed in Avant Machinery's catalogue;
- j) **Website:** <https://www.avantmachinery.be/>, i.e. the website and shop of Avant Machinery;

Article 3: Applicability

- 3.1. Avant Machinery is bound only by these terms and conditions, to the express exclusion of the Customer's terms and conditions.

Article 4: The Offer

- 4.1.** The Offer is always made without obligation, unless the Offer is set out in a quotation that expressly specifies an Acceptance period. Where applicable, the Offer will automatically expire after the end of this period.

Any quotation, regardless of whether a period for Acceptance has been specified, will expire if Avant Machinery no longer offers the Products.

- 4.2.** If an Offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the Offer.

- 4.3.** The representation of the Products on the Website or in the catalogue is a non-binding, online listing.

The description is sufficiently detailed to allow the Customer to properly assess the Offer.

If Avant Machinery uses images, these will be a true representation of the Products. These illustrations may include accessories and/or decorative materials that are not part of the Product or Offer.

- 4.4.** Only the price specified in both the Offer and the Confirmation binds the Parties.

The prices specified in the Offer, promotions or a quotation do not automatically apply to future orders.

- 4.5.** All prices specified in the Offer are net prices in euros and exclude statutory turnover tax (in Belgium).

The total price is shown at the end of the Order Process, before the Customer commits to a payment obligation in their Acceptance. The Customer can continue the Order Process only by selecting a payment method and then clicking on the 'Buy now' button on the next page, which results in a payment obligation as set out in Article 5 for the Customer, except for customers who are part of the dealer network.

- 4.6.** Avant Machinery is not bound by obvious errors or mistakes in the Offer.

Avant Machinery need not perform an Agreement in which Products have been offered by mistake or due to a technical error at a price that is obviously too low.

Article 5: Conclusion of the Agreement

- 5.1.** The Customer accepts the Offer by clicking the 'Buy now' button, and by doing so places a binding order for the Products placed in the shopping cart. Unless arranged otherwise, the Customer's payment obligation arises by clicking on this button.

- 5.2.** The Agreement is concluded only by Avant Machinery's Confirmation after the Acceptance of the Offer.

Article 6: Performance of the Agreement and delivery of the Products

- 6.1.** Any specified delivery period is for informative purposes only. Products are delivered ex works Sint-Truiden (Belgium). Full risk in the Products passes to the Customer as from that moment. Transportation of the Products is always at the Customer's risk and expense.

- 6.2.** If the delivery of a Product has become definitively impossible, for whatever reason, the Customer may choose between terminating the Agreement or transferring the order to another Product from Avant Machinery's Offer by entering into a new agreement that replaces the Agreement. The Customer can not claim compensation under any circumstances.

- 6.3.** Avant Machinery has an obligation of means only with regard to the provision of services. It is up

to the Customer to prove that Avant Machinery, in providing the services, did not exercise the due care that might have been expected of it.

- 6.4. Complaints about delivered Products or services are admissible only if communicated by registered letter within 10 days of delivery.
- 6.5. If delivery cannot be made because of force majeure, Avant Machinery may postpone the delivery for as long as the force majeure situation continues. Force majeure refers to any circumstance beyond Avant Machinery's reasonable control and independent of its reasonable will, where Avant Machinery could not reasonably have foreseen the event and its consequences. Force majeure includes but is not limited to these situations:
 - disruptions/interruptions of the Website, of telecommunication and/or payment services beyond Avant Machinery's reasonable control and independent of its reasonable will, where it could not reasonably have foreseen the event and its consequences;
 - strikes, lockouts or other social disputes, including in telecommunications/postal services;
 - a significant change in the legislation applicable to the Products offered for sale.
- 6.6. Customers who are not part of Avant Machinery's dealer network have a right of return for 14 days after delivery of the Products.

Article 7: Payment

- 7.1. Unless agreed or specified otherwise, all invoices are payable 30 days after the invoice date. Payment must be made at Avant Machinery's registered office. Failing to pay by the due date of an invoice makes all of Avant Machinery's other claims against the Customer immediately due and payable by law.
- 7.2. From their due date all unpaid invoices will be increased, by law and without formal notice, by the base interest rate with an additional 7 percentage points and rounded-up to the nearest half a percentage point (art. 5, Act 02/08/2002) and by a fixed interest rate for compensation set at 10% of the outstanding amount on the invoice, except when the actual collection charges – including the costs for legal aid – are higher (art. 6, Act 02/08/2002).
- 7.3. The Customer is in no event entitled to suspend his payment obligations.
- 7.4. Notwithstanding its right to compensation, Avant Machinery may suspend the performance of the Agreement or terminate the Agreement without prior judicial intervention and by mere written notice, if payment is not made by the due date.

Article 8: Warranty and liability

- 8.1. Unless agreed otherwise, Avant Machinery warrants the reliability of the Products/services for 12 months after delivery. The Customer may invoke the warranty only by giving written notice before the expiry of the above period and insofar the Customer proves that the lack of conformity could not be established when the Product was delivered.
- 8.2. The warranty includes only the replacement or repair of the defect accepted by Avant Machinery and excludes all other, additional costs.

The warranty does not apply to second-hand goods, normal wear and tear of the Products/spare parts or defects arising from the abnormal or unforeseeable use of the Product. The warranty will cease to apply by law in case of the disposal of the Product, a failure to comply with maintenance instructions or if the Customer has performed or had a third party perform maintenance or repairs.
- 8.3. The warranty obligation of Avant Machinery is strictly limited to the aforementioned.
- 8.4. The liability of Avant Machinery is always limited to the amount of the invoice to which the Agreement relates. Avant Machinery is never liable for indirect damage.

Article 9: Retention of title

- 9.1. As long as the delivered Products have not been paid, they remain Avant Machinery's exclusive property.
- 9.2. Unless agreed otherwise, the incorporation or disposal of the Products to which the retention of title applies is strictly prohibited.

Article 10: Intellectual property rights

- 10.1. Avant Machinery remains the exclusive holder of the intellectual property rights attached to the Products/services it delivers.
- 10.2. Avant Machinery grants Customers access to the Website for their personal use only.
- 10.3. Avant Machinery retains full and exclusive ownership of the various data transferred under the Agreement, in accordance with the Belgian Act of 31 August 1998 transposing the European Directive of 11 March 1996 on the legal protection of databases into Belgian law.

All intellectual property rights in the broadest sense vest in Avant Machinery, its suppliers, partners or any other entitled party. The Customer is prohibited from making use of these intellectual property rights, unless Avant Machinery gives its prior, express consent or in case of private use.

- 10.4. Copying all or part of Avant Machinery's catalogue is strictly prohibited.

Article 11: Personal data processing

- 11.1. Avant Machinery safely stores Customers' data. Personal data are always treated confidentially.
- 11.2. The manner in which Avant Machinery processes personal data is explained in detail in the [Privacy Statement](#).

Article 12: Entire Agreement – Waiver of rights

- 12.1. The Agreement covers the entire agreement between Avant Machinery and the Customer and replaces all and any previous documents.
- 12.2. The Customer's general purchasing conditions or other terms and conditions cannot be invoked against Avant Machinery.
- 12.3. The fact that a right is not claimed or used, or that a sanction or procedure is not applied, as well as the failure of Avant Machinery to bring an action, in no way constitutes a relinquishment or waiver of any right.

Article 13: Severability

- 13.1. The total or partial invalidity or unenforceability of one or more provisions of the Agreement will not affect the validity of the remaining provisions.
- 13.2. In this would be the case, the invalid or unenforceable clause will be deemed by law to be replaced by a clause that approximates the original common intention of the Parties as closely as possible.

Article 14: Applicable law and competent court

- 14.1. This transaction is governed by Belgian law.
- 14.2. If there is a dispute, the courts of Hasselt (Belgium) will have sole jurisdiction, on the

understanding that Avant Machinery may bring a dispute before the district court of the Customer's registered office/place of residence.