



DR REINIGINGSTECHNIEK



European Partner for Autonomous Cleaning Technology
Cleaning Robots, Sweeper Robots (own assembly line in Belgium / Europe), Accessories, Consumables
Sales – Service – Rental – Consulting – One Stop Partner

General Terms and Conditions

General

This agreement is subject to the general terms and conditions contained in the attached document, which form an integral part of the agreement. The buyer declares to be fully aware of and accept the content. By signing this agreement, the buyer expressly waives his own purchasing conditions. The mention of the buyer's general terms and conditions in any communication exchange between the parties does not affect this and does not imply the tacit acceptance of the buyer's general terms and conditions by the seller.

Priority arrangement

These general terms and conditions apply to all deliveries and services to be provided by us and take precedence over any conflicting or otherwise regulating order conditions of the buyer. Deviating clauses and/or additional conditions are only binding on DR Reinigingstechniek if they have been accepted in writing. By placing an order, the buyer automatically declares to have taken note of the general terms and conditions and to accept them. The fact that the buyer may not have received the general terms and conditions in his native language does not release him from their application. The current Dutch version of these general terms and conditions is legally valid.

DR Reinigingstechniek is entitled to unilaterally amend these general terms and conditions. These changes will take effect on the date indicated, but no earlier than 14 days after publication on the www.reinigingstechniek.eu homepage. If the end customer does not accept the proposed changes, a simple notification by registered letter within 14 days of becoming aware of them is sufficient. Either via the homepage or after acceptance of the first invoice to which the changes are applied. If applicable, the agreement will end 14 days after the registered letter has been sent.

Offers, specifications, orders

All orders are calculated at the prices applicable on the day the goods are delivered. All offers and quotations are non-binding and can be revised at any time, even if they have been acknowledged by a representative of DR Reinigingstechniek. Any price changes cannot lead to compensation or termination of the agreement by the buyer.

Collateral

DR Reinigingstechniek reserves the right to demand payment security at any time as a guarantee of the proper fulfillment of the buyer's obligations. DR Reinigingstechniek is entitled to cancel orders or parts thereof to be delivered and to suspend further execution of the agreement as long as such guarantees have not been provided, without prejudice to its right to terminate the agreement by operation of law and without notice of default.

Invoices and payments

All payments are made exclusively to the registered office or to the bank account of DR Reinigingstechniek. Payment

must be made 7 days after the invoice date, unless otherwise agreed. However, DR Reinigingstechniek always reserves the right to deliver against advance payment by bank transfer or cash on delivery. Any other method of payment in the past does not entail waiving this clause.

In the event of late payment on the due date and regardless of the partial or partial execution of the agreement, the invoice amount will increase by operation of law and without notice of default by 15% of the invoice amount, with a minimum of € 50 as fixed and irreducible compensation. In addition, in case of non-payment on the due date, late payment interest of 15% per year will be due, also by operation of law and without notice of default. All further collection costs are for the account of the buyer. If an invoice is not paid on the due date, all other outstanding invoices will immediately become due and payable.

Every time the customer provides incorrect information, DR Reinigingstechniek incurs additional costs such as wasted time, transport, etc. These will be passed on to the customer.

The end customer undertakes to notify DR Reinigingstechniek of any change of address in writing. In the absence of such notification, notification to the end customer's currently provided address is lawful.

Inspection, complaints

Any complaint must be received by us within seven days of delivery of the goods to be valid. This must be done in writing and by registered mail. It remains ineffective if it relates to the quantities, nature of the goods, etc. that the client should and could have known upon acceptance. Any return that has not been approved will be rejected. Used machines or used goods are sold in the condition in which they are. The customer was able to reasonably ascertain the condition of the machines or goods before concluding the contract. Be it through photos, videos, descriptions or a personal visit to the seller. DR Reinigingstechniek accepts no liability or warranty obligation in this regard.

Complaints regarding new goods must be submitted within 7 calendar days of receipt of the goods or discovery of a defect.

Complaints must always be submitted by registered mail to the registered office of DR Reinigingstechniek with a clear, accurate and reasoned description of the alleged defects.

Complaints do not entitle the customer to completely suspend his payment obligation.

Explicit resolutive clause

DR Reinigingstechniek reserves the right to declare any sale dissolved by operation of law and without notice of default and without prior judicial intervention, regardless of the reasons or circumstances that may disadvantage DR Reinigingstechniek. If DR Reinigingstechniek exercises this right, the purchase agreement will be dissolved by operation of law on the day of sending a registered letter to the buyer for this purpose and DR Reinigingstechniek will be entitled to collect or reclaim the goods delivered.



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The advances will continue to be acquired by DR Reinigingstechniek as compensation for the resale, without prejudice to the right to claim further damages. If the buyer refuses the order, cancels the contract or cannot be executed and the manufacturer agrees to take back the product, the buyer undertakes to pay a lump sum compensation of 25% of the total order amount. In case of out-of-date orders or if the manufacturer refuses to accept the return, the buyer is obliged to accept the order.

Retention of title

The ownership of the goods sold remains reserved to DR Reinigingstechniek until the claims have been settled in full. Until this is the case, the buyer is prohibited from selling, pledging, lending or otherwise disposing of the goods. Nevertheless, the buyer bears all risks of loss or damage to the goods, regardless of the cause. Until the purchase price has been paid in full, the buyer undertakes to keep the goods in perfect condition at the disposal of DR Reinigingstechniek. In the event of imminent bankruptcy of the buyer, as well as in the event of seizure or depreciation of the goods, the buyer must inform DR Reinigingstechniek in writing within 24 hours.

Jurisdiction and applicable law

In the event of a dispute, only the courts at the registered office of DR Reinigingstechniek have jurisdiction, at the discretion of DR Reinigingstechniek, as far as the canton is concerned. Belgian law applies exclusively.

Stocks

The delivery times are for information purposes only and cannot be binding for DR Reinigingstechniek.

Warranty, liability

Unless otherwise stated, only the warranty conditions of the equipment manufacturer that DR Reinigingstechniek offers to its customers apply.

These general terms and conditions are known to the customer or can be requested on request. If the manufacturer changes its warranty conditions, DR Reinigingstechniek cannot be held liable.

Additional warranty options by registering with certain brands must be provided by the customer himself via the channels (in writing, by email, via the website, etc.) offered by the brand purchased.

The legal guarantee can be invoked if the lack of conformity of the delivered goods is established and starts to run from the delivery of the goods to the consumer. For purchases made for professional/commercial purposes or similar, the legal warranty period of 12 months applies.

Defects that appear after a period of 6 months after delivery are not deemed to have existed at the time of delivery, unless the customer can prove otherwise.

Repairs are covered by a 6-month guarantee on the parts. This does not apply to other defects.

The warranty obligation expires if the customer carries out repairs or modifications, has them carried out, or if he fails to meet his payment obligations without the prior consent of DR Reinigingstechniek. The above guarantee excludes any other liability of DR Reinigingstechniek for non-performance, improper or late performance.

The client is obliged to give DR Reinigingstechniek notice of default and to give it a reasonable period to fulfill its warranty obligations before it can turn to a third party or invoke DR Reinigingstechniek's liability for non-compliance with the warranty obligation, this liability being limited to the repair or replacement of the defective goods or parts.

Without prejudice to the above articles, DR Reinigingstechniek cannot be held liable for other forms of direct or indirect damage, such as – but not limited to – damage due to business interruption, loss of revenue, other business losses or Damage to goods or persons caused by improper use of the goods.

Without prejudice to the above articles, DR Reinigingstechniek's liability is at all times limited to the agreed price of the goods in question.

The customer indemnifies DR Reinigingstechniek against claims from third parties that exceed the purchase price of the goods in question.

If necessary or required, DR Reinigingstechniek will provide the customer with instructions for use, manuals and/or other similar documents relating to the goods sold. The customer must ensure that all persons who are directly or immediately involved in the operation of the device or the use of the goods are provided with the necessary papers. If necessary, the customer will provide a translation.

Warranty conditions

In order to claim a guarantee, the customer must be able to present a purchase receipt, a receipt, a delivery note or an invoice. The guarantee is not transferable.

Exclusions

The guarantee never applies to defects caused by accidents, deterioration of the condition due to negligence, falls, incorrect use of the item for the purpose for which it was intended, failure to follow the instructions for use or manual, clumsy use, incorrect assembly, poor or incorrect maintenance, abnormal or incorrect use, parts that wear out due to use or other natural wear and tear, as well as tool defects due to wear and tear due to use or natural wear and tear. Defects caused by extensions, modifications or changes to the appliance. It also does not apply to items with a shorter lifespan - such as batteries, wearing parts or items with a shorter expiration date or in the event of intervention by a third party not designated by us.

Exchange/Return

An exchange or return of the goods is only possible within 14 days of purchase upon presentation of a valid purchase receipt, receipt, delivery note or invoice. This applies to goods in unused condition, in the original and undamaged packaging and only to stock items. Excluded are all items made to order, custom-made items, batteries, closure parts and parts. DR Reinigingstechniek reserves the right to retain 15% of the purchase price for the additional administration costs.



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Imprevision, force majeure

If during the term of the agreement exceptional circumstances arise that were not foreseeable at the time of the conclusion of the agreement, but which seriously disturb the contractual balance, making the performance of DR Reinigingstechniek unreasonably burdensome or more expensive, the parties will renegotiate to restore this balance, for example by agreeing on a reasonable price increase or (as a last resort) by terminating the agreement. For example, DR Reinigingstechniek cannot be forced to purchase ordered goods that are not in stock and cannot be ordered in the usual way and under the conditions usual for them or elsewhere.

DR Reinigingstechniek is not liable for non-performance of the agreement that is due to an external cause or circumstances that are not attributable to it. In such a case of force majeure or for reasons beyond its control, which are interpreted broadly, it is not obliged to pay compensation or be subject to a contractual sanction. If the force majeure situation is temporary, its obligations are temporarily suspended. If the force majeure situation is final, it is legally released from its obligation to perform. If the client invokes force majeure and this lasts for more than 2 months, DR Reinigingstechniek is entitled to terminate the agreement without notice. Intellectual Images, drawings, models and other documents protected by intellectual property rights (e.g. copyright, patent or trademark rights) or other rights (e.g.

confidentiality) remain the property of DR Reinigingstechniek at all times. The client may not copy, reproduce, publish or make these available to third parties without its express written permission.

DR Reinigingstechniek is entitled to reasonably charge the design, drawing, calculation and/or demonstration costs incurred if the client terminates the negotiations incorrectly or late (point of no return).

Privacy

The end customer grants DR Reinigingstechniek permission to save and store the data provided with a view to providing the services under this agreement. The end customer also grants DR Reinigingstechniek permission to use this data for advertising purposes relating exclusively to DR Reinigingstechniek's products and services. A detailed privacy statement can be found on the website www.reinigingstechniek.eu

Your personal data will be processed by DR Reinigingstechniek, Venlosesteenweg 23 a, B-3640 Ophoven-Kinrooi, for customer management on the basis of the contractual relationship resulting from your order/purchase and for direct marketing (to offer you new products or services) on the basis of our legitimate interest in doing business. For more information, questions or comments about our privacy policy, please contact info@reinigingstechniek.be