

1. Definitions

1.1. "CLPT": The limited liability company C.L.P.T. with its registered office at Ringaertstraat 1, 8820 Torhout, Belgium, VAT BE-0476.174.681, RLE Ghent, Ostend division.

1.2. "Customer": Any legal person, as well as any person who places an order with CLPT for or on behalf of this legal person.

1.3. "Goods": Both custom and standard lifting, fastening and connecting products, primarily used in the construction industry.

1.4. "Total Quantity": The total quantity of Goods agreed between CLPT and the Customer to be delivered on call.

1.5. "Website": <https://www.clpt.be>.

2. Scope of application

2.1. All commercial relationships between CLPT and the Customer shall be governed by (in hierarchical descending order): (i) the written (framework) agreement between CLPT and the Customer; (ii) the written order confirmation from CLPT; (iii) these General Terms and Conditions (hereinafter referred to as the "Conditions"); and (iv) Belgian law.

2.2. By requesting a quotation, placing an order or entering into a (framework) agreement, the Customer acknowledges that they have taken notice of these Conditions and accept that they shall apply to all existing and future contractual relationships between CLPT and the Customer. The Conditions shall always take precedence over those of the Customer, even if the latter specify that they alone are applicable.

2.3. Any (recurring) failure by CLPT to apply any right can only be considered as tolerating a certain situation and shall not lead to any forfeiture of rights.

2.4. Any deviation from these Conditions must form the object of a written agreement between the parties, which may never be considered a precedent.

2.5. CLPT reserves the right to amend its Conditions at any time. The Customer is deemed at all times to be aware of the most recent version of the Conditions, as available on the Website.

2.6. The possible invalidity of one or more clauses in these Conditions, or any part thereof, shall not affect the validity and applicability of the other clauses and/or the rest of the provision in question. In such cases, CLPT and the Customer shall conduct negotiations in order to replace the invalid provision with an equivalent provision that corresponds to the spirit of these Conditions. In the event that CLPT and the Customer fail to reach an agreement, the competent court shall moderate the invalid provision in line with what is permitted (by law).

3. Activities of CLPT

CLPT's activities include:

- Buying and selling the standard Goods;
- Producing and selling Goods made to measure for the Customer (hereinafter specifically referred to as "Custom Goods")

4. Quotation

4.1. Brochures, newsletters, folders and other forms of advertising, as well as announcements on the Website and on social media, are entirely free of obligation and shall only be considered as an invitation to the Customer to place an order, unless explicitly stated otherwise.

4.2. The descriptions, characteristics and technical data stated in relation to the Goods are merely indicative and shall not be binding on CLPT.

4.3. All quotations shall solely apply to the specific order concerned and shall therefore not apply automatically to subsequent (similar) orders, unless expressly stated otherwise.

4.4. CLPT may withdraw all quotations at any time. Any modification of a quotation will result in the expiration of the previous quotation.

In any case, quotations are valid for no more than (14) days following their issuance, or, if applicable, for the duration indicated therein.

4.5. A quotation shall also solely apply for the Goods stated expressly therein and shall exclude additional orders and/or work resulting from a modification by the Customer, unforeseen circumstances or any other objective reason.

5. Establishment of an agreement

5.1. Prior to an agreement, the Customer will always receive a quotation from CLPT by email.

5.2. The agreement with the Customer shall only be formed by (the next in the absence of the previous): (i) the written or electronic order confirmation issued by a person authorised to bind CLPT; (ii) the signing of a written agreement between CLPT and the Customer; (iii) the signing of the quotation issued by CLPT by the Customer; and (iv) commencement of performance by CLPT.

5.3. Any changes or additions after the conclusion of the agreement shall only be valid after written agreement by both parties (e.g. with regard to the payment terms or delivery periods). In the absence of the aforementioned written agreement, these changes or additions will be deemed to have been carried out in accordance with the Customer's (verbal) instructions.

5.4. CLPT reserves the right to request additional information with regard to the Customer, their activities or creditworthiness at any time, and – in the absence of any disclosure in this respect – reserves the right to refuse or suspend the execution of the order, or to demand full payment in advance, or a deposit (see Article 13).

5.5. CLPT reserves the right to prescribe a minimum invoice amount.

5.6. CLPT shall be free to choose the parties with which it enters into an agreement and reserves the right to refuse Customers.

6. Performance of the agreement

6.1. The Customer shall be obliged to cooperate fully and to provide the necessary support in the preparation and fulfilment of the order by CLPT. This shall include, among other things, providing all necessary data, documents, specifications and instructions needed by CLPT to fulfil the order.

CLPT shall not be required to check the correctness of the data provided by the Customer and shall therefore be entitled to rely on that information without any further checks. The Customer shall be responsible at all times for the correctness and completeness thereof and shall indemnify CLPT against claims from third parties in this regard.

6.2. All specific requirements imposed by the Customer with regard to characteristics, capabilities, applications, outcomes and/or the expected performance with which the Goods must comply shall solely be binding in the event that and insofar as those requirements have been agreed in writing.

6.3. CLPT shall be entitled to make technically necessary changes to the composition or properties of the Goods, without the Customer being able to derive any rights from this.

7. Custom Goods

7.1. Prior to the execution of an order for Custom Goods by CLPT, the parties shall agree whether the making of a prototype or design is required.

Where applicable, the Customer shall have the possibility of (i) providing CLPT with the design, made either by the Customer or by a third party, or (ii) requesting CLPT to create the design.

If the Customer provides CLPT with specific instructions or the design, CLPT shall not be obliged to verify the correctness and/or applicability thereof. The order will thus be executed in accordance with the Customer's instructions or the design provided by the Customer.

When CLPT is responsible for the design, CLPT undertakes to prepare the design to the best of its ability and knowledge. The costs associated with the design shall always be at the Customer's expense, unless explicitly agreed otherwise in writing. As soon as the Customer takes possession of the prototype/design, they shall be obliged to verify its correctness and examine whether it corresponds to what they had in mind. Unless otherwise agreed, the Customer has a period of 72 hours commencing on the day of provision to the Customer, to inform CLPT of its acceptance or rejection of the delivered prototype/design. Any total or partial rejection must be adequately justified in writing by the Customer. The absence of any reaction from the Customer within the aforementioned period shall imply approval on the part of the Customer.

CLPT shall only commence production once it (i) has been provided the design by the Customer or CLPT's prototype/design has been accepted by the Customer, and it (ii) has been informed of all of the Customer's specifications and instructions necessary for the execution of production.

7.2. All obligations entered into by CLPT with respect to Custom Goods are generally considered to be obligations of means and not obligations of result.

Only in the exceptional case in which CLPT undertakes towards the Customer to achieve a certain result can there be an obligation of result on the part of CLPT. This will be expressly confirmed in writing between the parties.

8. Development and material costs

8.1. Development and material costs of tools and moulds specific to the Custom Goods will be charged to the Customer.

8.2. These remain the property of CLPT, even if the Customer is charged for their manufacture.

9. Termination/cancellation

9.1. In the event that negotiations break down before an agreement is formed, or in the event of termination or cancellation of the agreement by or at the expense of the Customer, either in full or in part, CLPT reserves the right to charge the Customer for the Goods already supplied and the costs incurred, plus a fixed compensation of 15% of the price (excl. VAT) of the Goods not yet supplied, with a minimum of €250.00, without prejudice to CLPT's right to claim compensation for proven higher damage.

In the case of Custom Goods for the Customer, in the event of cancellation or termination of the agreement by or at the expense of the Customer, CLPT shall be entitled to charge the full price to the Customer.

9.2. CLPT shall be entitled – without any right to compensation on the part of the Customer – to cancel the order, if it is based on incorrect information from the Customer, or if CLPT suspects that the Customer is using CLPT for reasons that cannot, objectively, be considered reasonable and acceptable.

9.3. Moreover, in the event that CLPT, prior to or during the execution of the order, should be unable, for objective reasons, to execute the order (for example, due to a lack of stock of certain Goods), CLPT shall inform the Customer as quickly as possible and, in any case, within a reasonable time limit. In such case, any amounts already paid in relation to the order yet to be executed will be refunded to the Customer within a reasonable period (following the aforementioned communication). In any case, any amounts already paid for Goods already delivered shall remain payable by the Customer to CLPT and shall not be refunded.

9.4. In no event shall the Customer be entitled to any additional compensation.

10. Delivery period

10.1. Unless otherwise agreed, all delivery periods are approximate only. Exceeding the anticipated term may therefore not under any circumstance give rise to a fine, damages, substitution or dissolution of the agreement at the expense of CLPT. Failure to meet the deadline for delivery does not release the Customer from its obligations.

10.2. In the exceptional case that a fixed delivery period was included in the agreement, this specified delivery period shall automatically expire:

- If CLPT does not receive all necessary data, designs, specifications and/or instructions from the Customer in good time;
- If the raw materials/parts to be supplied by the Customer are not delivered on time;
- If it was stipulated that the Customer must pay for the order (in full or in part) or submit a bank guarantee before CLPT is obliged to perform the contract, and the bank guarantee was submitted late or the payment was made late;
- If the Customer fails to provide CLPT with all necessary sketches, drawings, models, designs, (technical) descriptions, calculations, specifications, size and weight specifications, etc. in a timely manner;
- In case of changes in the order;
- In the event of force majeure and/or hardship, as specified in Article 20.

10.3. In no event shall CLPT be liable for delays in deliveries incurred as a result of shortcomings on the part of CLPT's suppliers, the Customer or any other third party.

11. Delivery

11.1. Delivery of the Goods shall be made in accordance with the Incoterms (Incoterms® 2020) stated on the written or electronic order confirmation, which shall always be Ex Works (EXW) or Delivery At Place (DAP). If not expressly stated otherwise, the Goods shall be Delivered At Place (DAP).

11.2. Any additional costs for the reception of the Goods shall always be at the Customer's expense.

11.3. If CLPT is responsible for transport, this shall be determined at CLPT's discretion. Unless expressly agreed otherwise, CLPT shall not be obliged to insure the Goods.

11.4. The Customer must cooperate with the delivery and take receipt of the Goods at the agreed place and time. If the Customer refuses the delivery, is negligent in providing information or instructions, or fails to cooperate as required for the transport and/or unloading of the Goods, CLPT shall be entitled to take all reasonable measures at the Customer's expense and risk.

11.5. All storage costs in the event of failure to take delivery on time shall be borne by the Customer, including, in any case, transport, storage and travel costs, as well as waiting times.

11.6. CLPT reserves the right to make partial deliveries for any order, and to draw up a corresponding invoice.

12. Delivery on demand

12.1. Under delivery on demand, CLPT and the Customer agree in writing that the Customer undertakes to (i) purchase an agreed Total Quantity of Goods from CLPT (ii) at an agreed price, and (iii) do so within an agreed period which shall not exceed 1 year.

12.2. If the Customer fails to purchase the Goods within the aforementioned or any other agreed period, CLPT shall be entitled to charge storage costs.

12.3. The quantities to be purchased periodically and the timing thereof shall be determined by the Customer separately for each call. These shall be communicated electronically by the Customer to CLPT at the latest 1 week before the desired delivery. This notification must include at least the following information:

- The quantity of Goods to be delivered;

- If applicable, the desired delivery address (in accordance with Article 9);

- The time at which the Customer wishes to take delivery of the Goods.

12.4. Invoicing by CLPT shall take place with each delivery.

12.5. In case of termination of a current agreement for delivery or call-off, or if after expiration of the agreed period the Customer has not taken delivery of the agreed Total Quantity of Goods, CLPT shall be entitled to still deliver the remaining stock of Goods in full and charge the Customer accordingly.

In such case, CLPT will contact the Customer to agree on a time and location of delivery of the remaining stock. If the Customer refuses delivery or fails to respond in a timely manner, CLPT shall be entitled to destroy the remaining stock or resell it to a third party. All costs associated with destruction will also be charged to the Customer.

13. Advance

13.1. CLPT always reserves the right to request 50% of the total amount by way of advance or full payment from the Customer before proceeding with the execution of the order.

13.2. Late payment of the advance or the full price, as agreed, shall, in any case, result in the suspension of the delivery period. In the event that the Customer continues to refuse to make the payment after a reminder, CLPT reserves the right to cancel the entire order, or a part thereof, in which case this cancellation will be deemed a dissolution of the agreement by the Customer, who shall pay a fixed compensation (as described in Article 9.1).

14. Price and price changes

14.1. All prices are expressed in euros and are exclusive of VAT and any packaging, delivery, insurance and administration costs, unless expressly agreed otherwise.

14.2. To the extent that the prices are based on the prevailing costs of materials and raw materials, costs of parts, wage costs, social contributions and government taxes, transport costs and insurance premiums, exchange rates and/or other costs, CLPT shall be entitled, in the event of an increase by more than 5 percent in these costs – and if objective reasons exist to do so – to raise its prices accordingly, in accordance with the legal standards.

15. Payment

15.1. CLPT's invoices shall be payable in full by the Customer by bank transfer within the period specified on the invoice. Unless expressly stated otherwise, invoices shall be payable within 30 days of the invoice date.

15.2. Under no circumstances can the Customer claim a discount for cash payment.

15.3. Invoices can only be validly contested by registered letter within 5 business days following the invoice date and stating the invoice date, invoice number, all codes appearing on the labels of the contested Goods, and a detailed reason for the protest.

15.4. The unconditional payment of a part of the invoice amount shall be considered as express acceptance of the corresponding part of the invoice.

15.5. Partial payments made by the Customer shall be accepted subject to all reservation and without any prejudicial acknowledgement, and shall be allocated firstly to the collection costs, then to the compensation clause and accrued interest, and finally to the principal amount, giving priority to the oldest outstanding principal amount.

15.6. By placing an order, the Customer expressly agrees to the use of electronic invoicing. The Customer shall be responsible for the correct and timely receipt and processing of electronic invoices. Any technical and/or organisational problems on the part of the Customer that impede receipt or processing do not release the Customer of its obligation to pay on time.

16. Late payment

16.1. Each invoice that on the due date has not been paid in part or in full by the Customer shall automatically and without notice of default incur interest for late payment at 1% for each month in arrears, and each commenced month will count as a full month. Furthermore, the amount due shall be increased by all collection costs incurred by CLPT in connection with the recovery of the debt, as well as a fixed compensation equal to 10% of the invoice amount, with a minimum of €250.00 (excl. VAT), without prejudice to CLPT's right to claim higher damages.

16.2. If the Customer remains in default regarding the settlement of one or more of the outstanding claims of CLPT, CLPT shall retain the right to immediately cease any further deliveries, and consider the agreement terminated without notice of default, in which case the fixed compensation provided for in Article 9.1 shall be payable. In addition, this shall cause all other invoices to become immediately due and payable, even those that are not yet due, and cause all permitted payment conditions to lapse.

16.3. The same applies in the event of an imminent bankruptcy, judicial or amicable dissolution, suspension of payment, as well as any other fact showing that the Customer is insolvent.

17. Right of retention of title

17.1. All Goods sold by CLPT shall remain the property of CLPT until payment of the full amount owed (principal sum, interests and costs) by the Customer.

17.2. In case of resale of standard Goods by the Customer to a third party before the full price has been paid, the right to the resulting sales price shall replace the sold Goods.

17.3. Even if the Customer has already processed the Goods before the full price has been paid in full, the retention of title shall continue to apply to the processed Goods.

17.4. The Customer shall immediately inform CLPT in writing in the event that Goods that have not yet been fully paid for are the object of an attachment.

17.5. The parties agree that the various transactions/contracts between them shall be considered parts of one single economic whole, and that CLPT shall always retain ownership of the Goods currently in the Customer's possession, for as long as the Customer has outstanding debts to CLPT.

18. Defects/non-conformity

18.1. The Customer must perform an initial verification within 48 hours of delivery and, in any case, before commissioning, processing and resale of the Goods, which includes quantity, volume, weight, specifications, conformity of the delivery and visible defects (e.g. damaged packaging).

Such visible defects must be reported to CLPT in writing within 48 hours (e.g. by email), including a detailed justification of the defect, under penalty of forfeiture.

18.2. Any hidden defects must, under penalty of forfeiture, be communicated to CLPT in writing (e.g. by email) within 3 months from the date of delivery of the Goods, but in any event within 48 hours of their discovery.

18.3. Under penalty of inadmissibility of the complaint, the Customer must be able to prove that it correctly stored the Goods both before and after identifying the defect. After identifying a defect, the Customer shall be required to immediately cease any (further) use/processing of the Goods concerned, and take all reasonable steps to prevent (further) damage, under penalty of inadmissibility of the complaint.

18.4. As part of the examination of the complaint by CLPT, the Customer shall be obliged to provide all desired cooperation, among other things, by allowing CLPT to carry out an on-site examination into the conditions of use and/or processing.

Any return of the Goods delivered by CLPT must first be approved in writing by CLPT. In the absence of such agreement, any returns shall be refused and all subsequently incurred costs shall be charged to the Customer.

18.5. Any right to indemnification shall lapse if the Goods have been processed or altered, or in case of improper use or abnormal or uncommon use of the Goods.

18.6. The guarantees offered by CLPT to the Customer in response to a valid complaint regarding the aforementioned visible and hidden defects shall be limited, at CLPT's sole option and discretion, to:

- The replacement of the missing, defective or non-conforming Goods with Goods in stock. However, the Customer shall not be entitled to compensation in case there are no Goods with the same properties in stock;

- The return of the defective Goods and credit to the Customer.

18.7. The Customer shall reimburse any costs incurred following unjustified complaints.

19. Liability

19.1. Allocation of the Goods by the Customer or by a third party appointed by it shall occur under the full responsibility and at the risk of the Customer. In such case, CLPT can in no event be held liable for any direct or indirect damage arising from this allocation, even if CLPT was informed of the allocation by the Customer.

19.2. CLPT's liability in relation to Custom Goods shall always be assessed in light of the obligation of means to which it has committed itself, subject to express and written deviation.

19.3. CLPT's liability (except in cases of gross negligence or wilful misconduct on its part) shall never exceed the invoiced price for the Goods concerned.

In any event, CLPT's liability shall be limited to the amounts paid out under the insurance policies entered into by CLPT and to the mandatory liability imposed by law.

19.4. The Customer cannot claim indemnification from CLPT, nor is CLPT liable for:

- (i) Indirect or consequential damage (including, but not limited to, loss of income or damage to third parties, installation or removal costs, or any other consequential damage caused by CLPT's Goods);
- (ii) Defects or damage that are directly or indirectly caused by an act on the part of the Customer or a third party, regardless of whether these are caused by an error or negligence. In any event, the Customer shall be bound by an obligation to hold CLPT harmless in the event that the latter is held liable by a third party;
- (iii) Defects or damage caused by incorrect, unreliable or incomplete input or instructions from the Customer or an appointee of the Customer;
- (iv) Defects or damage caused by errors (damage/defects) in the raw materials/parts supplied by the Customer to be used/processed by CLPT;
- (v) Defects or damage resulting from normal wear and tear;
- (vi) Defects or damage resulting from improper use, improper handling or excessive stress;
- (vii) Defects or damage resulting from external influences or environmental factors;
- (viii) Defects or damage resulting from combination with incompatible materials or other goods/products;
- (ix) Defects or damage resulting from lack of or poor or improper maintenance;
- (x) Damage incurred as a result of using the Goods in a way other than that for which they were developed or intended;
- (xi) Damage arising from improper storage of the Goods after delivery;
- (xii) Defects or damage as a result of improper processing, assembly or installation by the Customer or a third party appointed by it;
- (xiii) Defects or damage resulting from failure to observe advice provided by CLPT, which is always provided on a voluntary basis;
- (xiv) Non-functional differences, in particular colour differences, between specifications and quality indications and the actual characteristics of the Goods;

(xv) Additional damage caused by further use or application by the Customer after identifying a defect;

(xvi) Defects or damage caused by force majeure or hardship, cf. Article 20.

19.5. CLPT's liability may only be invoked by CLPT's direct customer and not by third parties.

19.6. The Customer acknowledges that CLPT does not offer any guarantee that the Goods comply with the regulations or requirements that apply in any jurisdiction, except for the regulations or requirements that apply in Belgium at the time of delivery of the Goods to the Customer by CLPT. CLPT can, therefore, not be held responsible for any subsequent changes in the law of any kind.

20. Force majeure & hardship

20.1. The parties shall not be liable for any shortcomings in the fulfilment of their obligations that are caused by force majeure or hardship.

The following are conventionally considered to constitute cases of force majeure or hardship: all circumstances which, at the time the agreement was concluded, were reasonably unforeseeable and unavoidable, and which make it impossible for the affected party to fulfil the agreement, or which would render the fulfilment of the agreement financially, or otherwise, more onerous or difficult than is normally the case (including, but not limited to, war, fire, confiscation, delays by or insolvency of third parties, staff shortages, strike, organisational circumstances within the company, threats or acts of terrorism, receiving erroneous instructions from the Customer).

20.2. The aforementioned situations give CLPT or the Customer, respectively, the right to request the revision and/or suspension of the agreement by simple written notice to the other party, without any compensation being payable.

20.3. In the event that the situation of force majeure or hardship lasts longer than two (2) months, both parties shall be entitled to terminate the agreement without any compensation being payable.

21. Netting

21.1. In accordance with the provisions of the Belgian Financial Collateral Act of 15 December 2004, CLPT and the Customer shall automatically, and by operation of law, offset all current and future claims they have against each other. This means that, in the permanent relationship between CLPT and the Customer, only the balance of the largest debt shall remain after the aforementioned automatic offsetting.

21.2. In any case, this debt offsetting shall be enforceable against the administrator and the remaining body of creditors, and no objection shall be possible against this debt offsetting implemented by the parties.

22. Confidentiality & intellectual property

22.1. The Customer may not copy or use the data provided by CLPT – whether obtained in writing, digitally or orally, and whether or not it is expressly marked as confidential – for purposes other than those for which it is intended, nor show it to third parties, except with CLPT's prior written consent or as soon as the data has become publicly accessible. The obligation of confidentiality remains after the end of the agreement between CLPT and the Customer, at least until the relevant data is publicly known without fault of the Customer.

22.2. The sale of the Goods to the Customer does not entail an automatic transfer of copyright and other intellectual rights, including the sale of Custom Goods.

CLPT retains copyright and all other intellectual rights to the documents, advice, samples and plans (without limitation) provided by it, regardless of whether costs for the production of these have been charged to the Customer by CLPT.

CLPT reserves the right to use the aforementioned data, or parts thereof, for advertising purposes, including in relation to other customers, subject to the necessary confidentiality, but without any compensation being due to the Customer.

22.3. Where CLPT has used intellectual rights originating from the Customer or a third party, the Customer or such third party remains the owner of its original, existing intellectual rights. The Customer grants CLPT a free and non-exclusive licence to these intellectual property rights for the duration of the agreement.

22.4. The Customer guarantees that the information provided by it does not infringe any intellectual property rights of third parties and shall indemnify CLPT in respect of all claims by third parties in that regard.

22.5. Any breach of this article shall give rise to the payment of a fixed compensation to CLPT equal to €25,000, without prejudice to the right to higher proven damages.

22.6. In no event shall CLPT be liable to any third party or for any damage if the Customer fails to comply with this article.

23. Processing of personal data

23.1. CLPT undertakes to process personal data of a (potential) Customer and/or its employees in a proper and careful manner at all times, in accordance with privacy laws and other applicable regulations regarding the processing of personal data (including but not limited to Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); the Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data; and the (future) Belgian legislation on the implementation of the aforementioned Regulation, or any other legislation amending it).

23.2. In this context, CLPT acts as data controller.

23.3. The Customer agrees to the processing of its personal data by CLPT as data controller in accordance with CLPT's privacy statement, which is available on the Website. By concluding an agreement with CLPT, the Customer acknowledges that it has taken cognisance of and accepts this privacy statement.

24. Competent courts and applicable law

24.1. In the event of any dispute regarding the performance and/or interpretation of these Conditions, as well as any other agreement between CLPT and the Customer, the territorially competent courts of CLPT's registered office shall have exclusive jurisdiction.

24.2. Belgian law shall apply.

25. Language

25.1. Unless explicitly agreed otherwise, the Customer acknowledges that the language used in these General Terms and Conditions shall also be the working language for all commercial transactions with CLPT.

25.2. These Conditions were originally written in Dutch. Translations or documents drawn up in another language are merely a concession to the Customer. In the event of discrepancies, the Dutch version shall prevail at all times.