

GENERAL TERMS AND CONDITIONS

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Anders Beton NV, a limited liability company incorporated under Belgian law, with its registered office at Industrieweg 24, 2280 Grobbendonk (Belgium) and registered with the Crossroads Bank for Enterprises with enterprise number 0821.655.821 (hereinafter referred to as "Anders Beton") is a company specialising in the sale of concrete products and trade goods for the agricultural and infrastructure markets. The buyer may be any natural or legal person who enters into a contractual relationship of any kind with Anders Beton within the scope of his or her trade, business, craft or profession (hereinafter referred to as the "buyer").

1. GENERAL

- 1.1 All sales by Anders Beton are exclusively subject to the following general terms and conditions, without prejudice to the application of any special terms and conditions contained in a separate, written agreement.
- 1.2 Anders Beton reserves the right to amend these terms and conditions at any time in line with economic and legal necessities. The new conditions are communicated to the buyer and automatically enter into force after the expiry of a period of 10 working days. The buyer is also entitled to terminate the agreement with Anders Beton, without payment of any compensation and with immediate effect, provided that a registered letter is sent to Anders Beton within the stipulated period of 10 working days after notification of the new general terms and conditions to the buyer.
- 1.3 Anders Beton only sells goods and can in no case be regarded as a contractor. Unless expressly agreed otherwise, Anders Beton does not carry out any work on behalf of the buyer.

2. ORDERS/QUOTATIONS

- 2.1 Anders Beton's quotations are valid for a maximum of 14 calendar days, unless otherwise stipulated in the quotation.
- 2.2 Each quotation is non-binding, both in terms of prices and quantities and delivery times. The buyer may place an order on the basis of this quotation. This order may then be accepted by Anders Beton by returning the order confirmation.
- 2.3 All offers of Anders Beton are made on the basis of the data and wishes of the buyer. Any change in data and wishes may give rise to a revision of the conditions as included in the quotation.
- 2.4 A sales contract is deemed to have been concluded on the date on which the order confirmation was sent to the buyer. The confirmed delivery week is clearly communicated for each product on the order confirmation.
- 2.5 A party's electronic signature shall be deemed an original signature with the same validity, enforceability and admissibility.

3. PRICES

- 3.1 Unless the parties agree different compensation arrangements in writing, Anders Beton will perform the agreement at the price agreed in the order confirmation between Anders Beton and the buyer.
- 3.2 All taxes, duties, import duties and other charges relating to the goods as well as any costs involving the intervention of third parties shall be borne by the buyer and shall be invoiced to the buyer.
- 3.3 Anders Beton expressly reserves the right to change the agreed price if, after the conclusion of the agreement, one or more objective cost price factors (being: the prices of materials, raw material prices, wage costs, social charges, transport costs and supplier prices) undergo a demonstrable change. Where appropriate, Anders Beton will inform the buyer of the price change. The price may only change up to a maximum of 80% of the final price.

4. PAYMENT/COLLECTION

- 4.1 All invoices from Anders Beton are sent by e-mail by default, unless otherwise agreed.
- 4.2 Payment of Anders Beton's invoices must be made within the payment term stated on the invoice, unless otherwise agreed in writing.
- 4.3 Any costs associated with payment shall be borne by the buyer.
- 4.4 Complaints relating to an invoice are only admissible if the purchaser notifies Anders Beton in writing and in detail within a period of 8 calendar days from the date of issue of the invoice (without such notification constituting any acknowledgement on the part of Anders Beton of its contents). In the absence of such notification, the invoice shall be deemed accepted by the buyer.
- 4.5 On any invoice not paid in full on its due date, the buyer shall automatically and without prior notice of default owe interest of 1% per month from the due date on the invoice amounts not paid or paid late. In addition, the buyer will automatically and without prior notice of default owe a fixed compensation of 10% on the outstanding invoice amount (including VAT) with a minimum of EUR 125.00, without prejudice to Anders Beton's right to claim the damage actually suffered in full from the buyer.
- 4.6 If the buyer fully or partially defaults on his payment obligation regarding deliveries already received, Anders Beton has the right to refuse or suspend further deliveries until the buyer has fulfilled all his obligations, including all interest, compensation and (storage) costs due as stipulated in these general terms and conditions.
- 4.7 All costs to be incurred by Anders Beton in connection with the performance of the sales agreements concluded with the buyer, including the costs associated with the collection of claims against the buyer in connection with these agreements, such as costs of bills of exchange, reminders and protests, all judicial and extrajudicial costs such as the costs of lawyers and bailiffs, shall be borne in full by the defaulting buyer.
- 4.8 A payment will be applied first to interest and liquidated damages due and then to the longest overdue invoices.

5. MODELS/SPECIFICATIONS

- 5.1 The dimensions, weights, quantities and other technical characteristics, as well as the drawings, sketches and plans on the website, quotations, order confirmations and catalogues/leaflets (this enumeration is not limitative), are always given by approximation and can never give rise to any kind of claim for damages.
- 5.2 Anders Beton's concrete products always comply with the tolerances of the accompanying standard, unless otherwise stipulated on the order confirmation:
 - Agricultural slatted floors, EN12737:2007
 - Other agricultural products and yard and road paving, PTV21-620:2015
 - Wall elements, Class A EN14992:2007
 - Underground wall elements, Class B EN14992:2007
 - Other structural elements, ATR21-600:2008
 - All other concrete products, +/-10mm on all dimensions
- 5.3 Anders Beton reserves the right to make changes to its goods that are deemed useful for their proper functioning. On this basis, the buyer may not hold Anders Beton liable in any way, nor demand the same modifications for the goods that would already have been ordered.

6. DELIVERY

- 6.1 Anders Beton makes every effort to respect the agreed delivery terms. However, any exceeding of these delivery terms can never give rise to the dissolution of the sale, nor to any compensation at the expense of Anders Beton. Agreed delivery deadlines are in any case extended in consequence of any delays due to a force majeure situation, a third party and/or the buyer.
- 6.2 Delivery is made in accordance with the applicable international standard on the rights and obligations of the buyer and seller in international transport of goods, in particular the Incoterms 2020*. Anders Beton applies "EXW (Ex Works) Industrieweg 24, 2280 Grobbendonk, Belgium" as standard, unless otherwise agreed in writing.
- 6.3 Each delivery is invoiced separately by default, including the related transport costs.
- 6.4 If the agreed delivery date is not respected by the buyer and the goods are therefore not accepted by the buyer, Anders Beton is entitled to:
 - a) Invoice the ex-factory price of the goods.
 - b) Change the payment condition of all current order confirmations to prepayment.
 - c) Invoice the cost of moving the goods to an external storage site.
 - d) Storage costs to be invoiced at 50 euros per cargo per week for orders with delivery conditions EXW, DAP, DPU and 200 euros per week for orders with delivery condition DAPSL.

7. COMPLAINTS/RETURNS

- 7.1 The buyer is obliged to check the goods upon receipt for conformity and visible defects, with due observance of the relevant standard (see article 5.2) and the specifications and processing conditions specified by Anders Beton. Complaints are only valid if they are made known to Anders Beton by the buyer immediately, but at the latest within 5 working days of taking delivery of the goods, by e-mail and sufficiently substantiated by photographs. The buyer must always request a written acknowledgement of receipt of this e-mail from Anders Beton, without this acknowledgement constituting any acknowledgement on the part of Anders Beton of its content.
- 7.2 Complaints relating to goods modified by the buyer or a third party after delivery or defects attributable to the buyer or a third party will not be considered.
- 7.3 The goods in question must be kept available for any determinations by Anders Beton or its representative, in which connection the buyer is obliged to cooperate fully.
- 7.4 After the expiry of this period of 5 working days, no complaints will be accepted by Anders Beton and the buyer is deemed to have waived any right of claim regarding the goods.
- 7.5 In the event that goods delivered by Anders Beton within the scope of the sales agreement should show visible defects or if the buyer proves that a non-conforming good was delivered, the buyer can only claim a repair, replacement, or the performance of the agreement by equivalent if a repair or replacement is not possible, or the rescission of the agreement, whereby the buyer can only claim a form of compensation provided it can be objectively demonstrated.
- 7.6 Anders Beton does not accept returns of goods.

8. RETENTION OF TITLE/COLLATERAL

- 8.1 As long as the price, including all accessories (such as interest and any damage clause), has not been paid in full by the buyer, the goods remain the property of Anders Beton. Before payment of the full price, the buyer is expressly prohibited from processing the goods, making them immovable by incorporation, reselling them or disposing of them in any way or encumbering them with any security right.
- 8.2 The retention of title does not affect the transfer of risks to the buyer as stipulated in Article 5 of these general terms and conditions. During the term of the retention of title, the buyer shall guarantee the safekeeping of the delivered goods in good condition and any loss and damage shall be at his risk.
- 8.3 The buyer undertakes to insure the goods at his expense against all risks and to store the goods in such a way that no confusion could occur with other goods and that they can always be recognised as the property of Anders Beton. Any payment from the buyer will first be deducted from the invoices relating to goods used, processed or further sold by the buyer (contrary to these general terms and conditions).
- 8.4 Anders Beton has the right at all times, before making deliveries or further deliveries to the buyer, to demand sufficient securities and guarantees that it considers necessary for the proper fulfilment of the buyer's payment obligations arising from the sales agreements concluded at that time. Anders Beton is entitled to demand security without prior notice of default and notwithstanding any credit period it may have granted to the buyer.
- 8.5 If Anders Beton invokes the retention of title as a result of non-payment by the buyer, the agreement is deemed to have been dissolved, without prejudice to Anders Beton's right to compensation for any losses, including but not limited to lost profit and other commercial losses.
- 8.6 Costs associated with or damage caused by the retrieval of the goods by Anders Beton shall be borne by the buyer.

9. DURATION AND TERMINATION

- 9.1 The agreement between Anders Beton and the buyer commences on the date as agreed in writing in the sales order confirmation and will end when the goods have been delivered by Anders Beton to the buyer and the buyer has completed all payments due under the agreement.
- 9.2 In the event of non-performance of one or more material obligations arising from the sale agreement by a party, despite written notice of default observing a period of 7 working days, it shall be legally and without notice of default dissolved at the expense of the defaulting party, which shall in that case be liable to compensate the other party in full for all damage suffered and costs incurred including consequential damage and loss of profit. The same applies in case of bankruptcy, cessation of payments, liquidation or cessation of activities of the other party.

10. FORCE MAJEURE

- 10.1 If, due to force majeure, a party is prevented from executing the sales agreement, in whole or in part, that party shall notify the other party within a period of 2 working days after the start of the force majeure situation.
- 10.2 For the purposes of this article, any circumstance preventing the performance of the agreement by one of the parties, in whole or in part, temporarily or otherwise, and which, by virtue of the law or generally accepted commercial practice, cannot be attributed to the will or the fault of the defaulting party, shall be regarded as force majeure on the part of either party, even if this circumstance was already foreseeable at the time the agreement was concluded. This will include the following circumstances, without this enumeration being exhaustive: (civil) war, riots, seizure of the goods, embargo, industrial disputes, strikes and lockouts, transport difficulties, difficulties in the supply of raw materials, restrictions or difficulties in the supply of energy, operational failures and breakdowns of machinery, import and/or export measures and restrictions on account of the government, serious changes in currency relations, exceptional climatic circumstances such as snow and storms, fire, floods or other natural disasters and this even if these circumstances would occur at suppliers or subcontractors of Anders Beton.
- 10.3 In the event that the force majeure situation results in an interruption of performance, the performance period and the obligations of the relevant party shall in any case be suspended by operation of law for the duration of the interruption, plus the time required to restart delivery. In such case, the parties shall make all reasonable efforts to limit the consequences of the force majeure situation.
- 10.4 If the force majeure situation lasts longer than 20 working days, each party shall be entitled to terminate the agreement without court intervention because of the force majeure, all without being liable to pay any damages to the other party.

11. COMMERCIAL GUARANTEE

- 11.1 The concrete products of Anders Beton always meet the standard requirements (see article 5.2) with regard to the requirements regarding the concrete quality unless otherwise described on the order confirmation. If the buyer can prove within a period of 10 years after delivery that the concrete products did not meet these standard requirements regarding concrete quality on delivery, Anders Beton will make new concrete products available free of charge with delivery condition EXW (Cfr. Incoterms 2020*).
- 11.2 For ECO-Floor inserts (hereinafter referred to as "inserts") and rubber mats manufactured by Kraiburg (hereinafter referred to as "mats"), Anders Beton grants a digressive guarantee of 5 years from delivery. This warranty provision implies only that for inserts/mats used for cattle up to 825 kg with wear that significantly impairs function and which is demonstrably due to a material or manufacturing defect, within this 5-year period, Anders Beton will deliver new inserts/mats at a price equal to "the new value of the inserts/mats divided by 60 months and multiplied by the number of elapsed months since delivery" and with delivery condition EXW (Cfr. Incoterms 2020*). However, such delivery of new inserts/mats does not trigger a new warranty period. However, typical application effects are excluded from this warranty which will be the case, among others, in the following circumstances, without this enumeration being exhaustive: swelling of the inserts/mats, sporadic loss of fasteners, partially worn surface profile, wear on the underside and/or small cracks.
- 11.3 On the plastic emission reduction valves (hereinafter referred to as "valves") of the ECO-Floor, Anders Beton grants a warranty of 2 years from delivery. This warranty provision means only that for valves that break or whose flaps come loose from the valve within this 2-year period, Anders Beton will provide new valves free of charge with delivery condition EXW (Cfr. Incoterms 2020*). However, such delivery of new valves does not trigger a new warranty period.
- 11.4 On all other goods which are not covered by the provisions of Articles 11.1 to 11.5, Anders Beton does not provide any warranty from delivery, unless otherwise stipulated in writing on the order confirmation.
- 11.5 Any liability of Anders Beton to the buyer if Anders Beton is obliged to do so on the basis of the aforementioned warranty provisions is limited to the delivery of new goods.
- 11.6 Any warranty lapses if the (general and/or specific) processing conditions applicable to delivered materials are/were not observed by the buyer. The buyer acknowledges having received the said regulations before purchase, having fully understood them and agreeing to them.

12. LIABILITY

- 12.1 Except in the case of fraud, gross or wilful misconduct by Anders Beton or its appointees, Anders Beton shall never be liable for or liable to pay compensation for immaterial, indirect or consequential damages, including (but not limited to) loss of profit, loss of turnover, loss of income, loss of clientele or third party claims, or any other form of damages.
- 12.2 The total (contractual and extra-contractual) liability of Anders Beton for direct loss is at all times limited to the amounts already invoiced and also effectively paid for the goods delivered under the agreement in question.
- 12.3 Direct loss attributable to Anders Beton will, at the discretion of Anders Beton, be remedied in kind by replacement or repair. If repair in kind is impossible or involves an unreasonable workload, Anders Beton will refund the price paid by the buyer to the buyer, taking into account the enjoyment the buyer has already had of the goods in question.

13. PROCESSING OF PERSONAL DATA

- 13.1 Anders Beton undertakes to treat all personal data it receives from the buyer in accordance with the legal obligations relating to the processing of personal data, including the 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.
- 13.2 If the buyer requires more information regarding the privacy policy of Anders Beton, he can contact Anders Beton (gdp@andersbeton.com) or consult the privacy statement of Anders Beton on the website of Anders Beton.

14. DIVISIBILITY

- 14.1 Should any provision (or part thereof) of these general terms and conditions be unenforceable, void, inapplicable or contrary to a provision of mandatory law, this shall not affect the validity and enforceability of the other provisions of these general terms and conditions. In such a case, Anders Beton and the buyer shall negotiate in good faith to replace the relevant provision with an enforceable and legally valid provision that is as close as possible to the purpose and scope of the original provision.

15. APPLICABLE LAW AND COMPETENT COURTS

- 15.1 All transactions and agreements between the buyer and Anders Beton, in whichever country the buyer is established, shall be governed exclusively by Belgian law, but with the express exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods done at Vienna on 11 April 1980.
- 15.2 All disputes that may arise between the buyer and Anders Beton as a result of any agreement or transaction will be settled exclusively by the Belgian courts and tribunals, specifically the courts of the judicial district in which Anders Beton's registered office is located.