



GENERAL TERMS AND CONDITIONS WEBSHOP NV AKOMO

The Buyer must always read and accept these General Terms and Conditions before placing an order. The placing of an order on the website constitutes the explicit acceptance by the Buyer of these General Terms and Conditions.

1. Identity Seller

NV AKOMO
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BELGIUM
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2. Definitions

a. Agreement: the agreement concluded between the Seller and the Buyer, which is also governed by these General Terms and Conditions.

b. Buyer: any party, Consumer or Entrepreneur, who acquires products or services from the Seller in exchange for a payment of any kind.

c. Seller: NV AKOMO, as identified in article 0 of these General Terms and Conditions.

d. Consumer: any Buyer natural person who enters into the Agreement for purposes outside his trade, business, craft or profession, within the meaning of Article I.1, 2° Code of Economic Law.

e. Entrepreneur: any Buyer, natural person or legal entity, which pursues an economic goal in a sustainable manner, as well as its associations, within the meaning of Article I.8,39° Code of Economic Law.

f. Agreement concluded at a Distance: an agreement concluded between the Consumer and the Seller purely through the use of (electronic) means of communication for distance selling and aimed at facilitating such agreements, within the meaning of Articles I.8,15° and I.8,16° of the Code of Economic Law.

g. Right of Revocation: the possibility offered by law to the Consumer to waive an Agreement concluded at a Distance within a 14-Day period after delivery of the products.

h. Model Form: the model form for revocation, attached to these General Terms and Conditions.



i. Day: calendar day.

j. Home Delivery: any delivery of products at a location designated by the Buyer, other than in the sales area, at the Seller's registered office or warehouses.

3. Applicability of the General Terms and Conditions

a. These General Terms and Conditions shall apply to any offer made by the Seller, as well as to any Agreement.

b. These General Terms and Conditions take precedence by operation of law over any purchase conditions of the Entrepreneur, which are expressly rejected.

c. The General Terms and Conditions shall always be made available to the Buyer in a clear and complete manner before the Agreement is finally concluded.

d. The Agreement is concluded either at the time of sending an order confirmation by the Seller following the placing of an online order by the Buyer and always only after full payment has been received, or as soon as the Seller has started to execute the order. From the moment of conclusion of the Agreement, the Buyer cannot cancel the order, without prejudice to the application of the Consumer's Right of Revocation.

e. Deviations to these General Terms and Conditions shall only be valid to the extent that they have been mutually agreed in writing between the parties and signed by the Seller.

4. Offer

a. The offer is an invitation from the Seller to the Buyer aimed at the formation of an Agreement. The offer is valid only while stocks last.

b. The offer contains a clear description of the product(s) that are the subject of the Agreement.

c. Obvious or blatant errors or mistakes in the offer do not bind the Seller and can be corrected by the Seller even after the conclusion of the Agreement.

d. The Seller reserves the right to adjust product prices in respect of future Agreements. Price changes resulting from a changing VAT rate or any other governmental tax, duty or levy may be applied even after the conclusion of the Agreement.

e. The visual material used with an offer serves as an illustrative indication of the main characteristics of the product in question. Deviations to the product compared to the visual material are not sufficient to invoke or claim nullity or dissolution of the Agreement.



5. Price and payment

a. The prices mentioned in the offer are inclusive of VAT, taxes, packaging, moving and transport costs, unless otherwise indicated.

b. If no prior payment has been made with the Seller's consent and an invoice has been drawn up, such invoice shall be payable at the Seller's registered office within 15 Days of the invoice date, unless otherwise stated on the invoice.

c. In the event of non-payment of an invoice on the due date, interest on arrears shall be payable by operation of law and without prior warning by the Entrepreneur at the reference interest rate increased by eight percentage points as referred to in Article 5, second paragraph, of the Law of 2 August 2002 on combating late payment in commercial transactions, always with a minimum of 10%, and this from the date on which these amounts are due until the time of full payment. In the event of non-payment on the due date, any amount owed by the Seller by way of conventional damages shall be increased by 10%, with a minimum of EUR 250.00, without prejudice to the Seller's right to claim additional damages if he proves greater damage.

d. If an invoice is not paid on the due date, a first free payment reminder will be sent to the Consumer and the Consumer will be given an additional payment period of 14 Days. If the Consumer has not paid in full during this additional payment period, the Seller will be able to charge a flat-rate fee in the amount of 20 euros if the balance due is less than or equal to 150 euros, 30 euros plus 10% of the amount due on the tranche between 150.01 and 500 euros if the balance due is between 150.01 and 500 euros, and 65 euros plus 5% of the amount due on the tranche above 500 euros with a maximum of 2000 euros if the balance due is above 500 euros. If the Seller is in default of an obligation under this Agreement, the Consumer shall be entitled to the same lump sum compensation. In any case, the Consumer shall owe interest on arrears from the Day following the date of dispatch of the first reminder. Delay interest shall be charged at the reference interest rate increased by eight percentage points referred to in Article 5(2) of the Law of 2 August 2002 on combating late payment in commercial transactions.

e. The Buyer shall not be entitled to set off any amounts (allegedly) owed by the Seller to the Buyer against any amounts (allegedly) owed by the Buyer to the Seller.

f. The products remain the property of the Seller until they have been paid for in full by the Buyer (including interest on arrears and damages). Until such time, the Buyer is prohibited from disposing of the products or encumbering them with any security. In case of non-payment, the Buyer shall immediately return the products to the Seller in good condition upon the Seller's first request. If, notwithstanding this prohibition, the Buyer has disposed of the products or encumbered them with a security, the retention of title shall apply to the claim (regarding the purchase price) against the third party Buyer by virtue of commercial subrogation.

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6. Online purchases and orders

The online purchase proceeds as follows:

- The Buyer can purchase products through the website where he can indicate the product and quantity, according to stock;
- The product desired by the Buyer is added to the shopping cart. The shopping cart lists all the products ordered by the Buyer, indicating the quantity, the price per item and the total price, including delivery costs;
- The shopping cart can only be confirmed by the Buyer after having read and accepted current General Terms and Conditions and the Privacy Statement;
- Once the shopping cart is confirmed, the Buyer must provide personal and billing information. The Buyer is solely responsible for the accuracy of the data provided;
- Once the order is confirmed by the Buyer, the Buyer is redirected to payment;
- The Buyer can make the payment, choosing between the following payment methods: [***].

7. Delivery

a. Communicated delivery times are only indicative.

b. Any lateness in delivery, cannot give rise to dissolution of the Agreement and/or owing the Buyer any compensation. The Seller shall make every effort to notify the Buyer of any delays in delivery of which it becomes aware. Changes in orders by the Buyer shall automatically result in the lapse of the predetermined, yet indicative, delivery period.

c. Delivery of the products takes place at the Seller's registered office at the time the products are made available to the Buyer there, or at the time the products are delivered to the Buyer at the location indicated by the Buyer in the case of Home Delivery. The risk passes to the Consumer from the moment of delivery. The risk passes to the Entrepreneur from the moment of placing the order via the website or by signing the order form.

d. In general, the Buyer must ensure that all necessary precautions have been taken at the place of delivery and that all conditions are met so that the delivery can take place in good conditions. Any damage caused because this is not the case shall remain the sole responsibility of the Buyer.

e. The Seller shall have the right to suspend delivery of the products if any amounts due by the Buyer in connection with the relevant or other order confirmations have not been paid in full until all outstanding amounts have been paid in full. The Seller shall have the same right of suspension if, for one reason or another, the Seller doubts the Buyer's creditworthiness and/or if it appears that the Buyer is not reasonably creditworthy (enough), taking into account the order placed by the Buyer as included in the order confirmation.



8. Conformity, warranty and liability

a. The Buyer shall immediately inspect the products upon delivery and shall notify the Seller in writing of all visible defects and non-conformities within 14 Days of delivery and shall submit to the Seller the supporting documents of such defects, whereupon the Seller shall examine the Buyer's supporting documents in accordance with its internal procedure and shall promptly inform the Buyer of the further handling procedure. Any visible defects not reported to the Seller in writing within the above-mentioned period shall be deemed accepted by the Buyer.

b. The Seller guarantees that the delivered products are free of hidden defects. The Seller hereby complies with all legal regulations, as stipulated in articles 1641 to 1649 old Belgian Civil Code and also articles 1649bis to 1649octies old Belgian Civil Code as regards sales to Consumers. The Seller's liability to the Entrepreneur for hidden defects is limited to defects that manifest themselves within a period of 6 months from the date of delivery provided that the claim was brought within this 6-month period.

c. The warranty of clause 8.b. does not apply to damage caused by inadvertent or intentional changes inflicted on the product by the Buyer, including improper and incorrect use and exposure to moisture, fire, earthquake and other external causes and damage caused by any other act, negligence or fault of the Buyer or any third party.

d. The defective products must be sent back to the Seller, always in their original state, including in their packaging, accessories and documentation and always accompanied by the original invoice or valid proof of payment. The return is always at the risk and expense of the Buyer. The return must take place at the latest within fourteen (14) Days following the communication by the Buyer to the Seller referred to in article 8.a.

e. If the above conditions are met, the Buyer is entitled in the first place to repair by replacement free of charge. The Seller is only obliged to refund if the Buyer proves that the repair or replacement no longer provides the same benefit. Any resulting compensation can never exceed the amount of the defective product as invoiced to the Buyer.

f. To the extent permitted by law, the Seller's liability is limited to the price of the products that gave rise to the damage, as charged to the Buyer. This limitation of liability applies regardless of whether the act or omission was committed by the Seller or an appointee of the Seller, regardless of the applicable liability regime including, but not limited to, contractual liability, aquilian liability, faultless liability, product liability, hidden defect liability.

9. Right of Revocation

a. The following provisions regarding the Right of Revocation shall only apply if the Buyer acts in the capacity of "Consumer" and if it concerns an Agreement concluded at a Distance.

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b. In the cases under article 9.a., the Consumer has the right, during a 14-Day reflection period, to withdraw from the Agreement without giving a reason. The Consumer may inspect the product as he would do so in a shop. He may therefore unpack it and handle it to the extent necessary to find out whether the product is of interest to the Buyer and works properly.

c. To make use of the Right of Revocation, the Consumer must notify the Seller of his decision to withdraw within the revocation period by using the Model Form or in any other unambiguous way. The Consumer must include at least the following information:

- The indication of the following three dates, namely the date of order, the date of receipt and the date on which the Right of Revocation is applied;
- Name and address of the Consumer;
- Signature of the Consumer.

d. The 14-Day reflection period starts when the Consumer or a third party designated by him, who is not the carrier, has taken physical possession of the ordered product.

e. The Consumer is liable for depreciation resulting from actions other than the mere inspection of the products.

f. Within 14 Days from the Day following the moment referred to in article 9.c., the Consumer shall return to the Seller the products he does not wish to keep.

g. The Consumer returns the products in original condition and in original packaging, together with all accessories. For the return, the Consumer will take into account the instructions made for this purpose by the Seller. The costs of returning the products are borne by the Consumer.

h. As soon as the Seller receives notification from the Consumer that the Consumer wishes to invoke his Right of Revocation, the Seller will send an acknowledgement of receipt to the Consumer.

i. The Seller will refund all sums paid by the Consumer for the product no later than 14 Days after it has received notification from the Consumer that the Consumer wished to invoke his Right of Revocation. However, the Seller reserves the right to suspend reimbursement until it has received all the products back, or until the Consumer has proved that he has returned the products, whichever comes first.

j. For the refund, the Seller will use the same means of payment as the Consumer has used, unless both parties have agreed on a different means of payment.

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10. Force majeure and imprevision

a. The Seller shall not be bound to perform its obligations to the Buyer, nor shall the Seller be liable to the Buyer for any loss or damage suffered by the Buyer resulting directly or indirectly from the fact that the performance of the Agreement is prevented, impeded, delayed, withdrawn or rendered economically unprofitable due to circumstances or events beyond the Seller's reasonable control (force majeure), such as but not limited to epidemic, pandemic, strike, lock-out, labour disputes, breakdown of plant or machinery, flood, storm, difficulty or increased cost of obtaining workmen, materials or transport, strike or delays at a Seller's supplier or refusal to supply by a Seller's supplier. A force majeure situation shall not give rise to termination of the Agreement unless otherwise agreed in writing.

b. If, due to circumstances beyond its control, the performance of the Seller's obligations is made more expensive or more difficult, the parties undertake to negotiate in good faith, notwithstanding Article 5.74 of the Belgian Civil Code, an adjustment of the contractual terms and conditions with a view to restoring the contractual balance within a period of 30 Days after the Seller has notified the Buyer of these circumstances. If no agreement is reached within this period, the Seller may unilaterally terminate the Agreement, without compensation of any kind.

11. Intellectual property

All intellectual property rights and derivative rights to the products shall remain with the Seller and/or the rights-holding party. These intellectual property rights mean copyright, trademark, design and model rights and/or other (intellectual property) rights, including patentable or non-patentable technical and/or commercial know-how, methods and concepts. The Buyer is prohibited from using and/or modifying the intellectual property rights as described in this article.

12. Processing of personal data

a. The information provided by the Buyer is necessary for the processing and completion of orders, and the preparation of invoices. If this information is missing, the order will inevitably be cancelled. Providing incorrect or false personal data, is considered a breach of the current General Terms and Conditions.

b. The Seller will handle personal data as explained in the [\[privacy statement\]](#).

13. Other

a. No failure or omission by either party to enforce or comply with the terms or conditions of the Agreement shall constitute a waiver of such terms or conditions.

b. If the Entrepreneur is declared bankrupt, applies for a moratorium, is dissolved or enters into judicial or extrajudicial settlements with creditors, the Seller has the right to terminate the Agreement with immediate effect or to demand full upfront payment or other guarantees from the Entrepreneur for delivery.

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c. The Agreement shall be governed exclusively by and construed in accordance with Belgian law, without regard to any other choice of law or conflict of law rules or provisions (Belgian, foreign or international) that make the law of any jurisdiction other than Belgium applicable and to the exclusion of the United Nations Convention of 11 April 1980 on International Sale of Goods (CISG). Only the Belgian courts of the district in which the Seller's registered office is located have jurisdiction to hear any dispute relating to the Agreement.

d. The drawing and/or acceptance of bills of exchange or other tradeable documents does not imply novation and does not constitute a derogation from these General Terms and Conditions. Any costs associated with unpaid bills of exchange as well as other collection costs of any kind will be charged to the Buyer separately.

e. If any provision of the Agreement or any part of such provision is declared invalid, this shall not affect the remaining provisions of the Agreement or the remaining part of the provision. Both parties shall in such case replace the invalidated provision(s), or parts thereof, with (a) new provision(s) that is/are as close as possible to the original intention of the parties and of the Agreement.

f. (Sub-)Titles in this Agreement have a purely illustrative value, one cannot derive any rights from them.

g. In the event of a dispute regarding the interpretation of these general terms and conditions, the Dutch text shall always prevail.