

0501. GENERAL SALES TERMS AND CONDITIONS FOR CONSUMERS - Services

These terms and conditions form an integral part of the Agreement and exclude the customer's own terms and conditions. These may only be deviated from when agreed in writing. The customer explicitly acknowledges that they have read these terms and conditions and fully accept these terms and conditions without reservation.

1. An order, including any order booked by our agents or representatives, is only binding when it is explicitly accepted by us in writing.

All cancellations of orders must occur in writing. If the buyer cancels the order, Erwin De Cort is entitled to request compensation at 70 %, with a minimum amount of 50 EUR.

2. The delivery of services shall occur within 30 calendar days upon entering into the contract unless otherwise agreed. The buyer must ensure that services can be carried out in a normal manner and any goods can be delivered and installed in a normal manner at the agreed place and time, and amongst other things ensure the place of delivery is accessible. If these conditions are not satisfied, the buyer is required to compensate the Computer Arts for all damages, including waiting time, storage costs and costs incurred to sustain the applicable business transaction.

3. Any goods delivered remain the property of Computer Arts until full payment is received for the principal, interest and applicable charges. Risk transfers to the buyer upon entering the agreement. If the buyer of the goods unfairly refuses a delivery, the Computer Arts is entitled to sell the goods to a third party without prejudice to any compensation for damages.

4. The buyer shall immediately check services and goods upon delivery. Any deficiencies must be reported as soon as possible at the latest 5 calendar days after delivery by sending a registered letter to the Computer Arts. After this period, Computer Arts is only liable for hidden deficiencies in the delivered goods or services that make the goods or services unusable for the intended purpose insofar the Computer Arts knew or should have known about the deficiencies. The buyer shall notify Computer Arts at the latest within the 15 calendar days of the existence of the hidden deficiency by sending a registered letter.

5. The services are delivered as specified on the order form or on the front side of the invoice. If the buyer requests additional services that are not listed on the order form or invoice, these additional services are billed separately at the prices applicable at that time.

6. The price is as listed on the original specifications, subject to price adjustments due to changes in the price structure (raw materials, wages, energy, etc.). In such cases, Computer Arts may adjust the price by maximally 80% based on the following parameters:

Consumables for 3D printing, indexation on working hours (designing, Consultancy, ...), energy costs.

7. Unless explicitly written in another agreement, the invoice is payable within 30 calendar days of the invoice date. In the event of non-payment of the entire price or partial price, the outstanding amount owed ipso jure shall be, without the requirement of notice of default, increased by an annual interest rate of 12% and a flat-rate compensation of 10% with a minimum of 50 EUR. Each default of payment makes all outstanding invoices due and payable and entitles Erwin De Cort, after notice of default, to cancel the ongoing services or terminate the agreement without prejudice to the right to compensation.

8. When one of the parties fails to fulfil its contractual obligations, the other party is entitled, after notice of default, to suspend or terminate the agreement without judicial intervention, if no useful action is taken within eight work days of the notice of default, without prejudice to the right to compensation.

9. Parties acknowledge that the invalidation of a clause in the agreement does not invalidate the entire agreement. In this case, the parties bound by the agreement undertake to replace the invalid clause with a valid clause that agrees as closely as possible with the original intent of the parties.

10. All of our agreements are governed by Belgian law. Any disputes that arise within the scope of this agreement may only be brought before the district courts of Leuven