General Sales Conditions

1. These General Sales Conditions apply to all sales agreements of BuzziSpace, to the exclusion of the purchasing conditions of the customer.

2. An order is only binding when BuzziSpace has confirmed this order in writing with an order confirmation, or, in the event of advance payment, a pro forma invoice. Changes to an order must be reported within 24 hours of the receipt of the order confirmation or pro forma invoice. After these 24 hours no changes shall be accepted. In the event of cancellation of the order, the customer shall owe a fixed and irreducible compensation of 50 percent of the order.

3. All payments are made in the currency specified in the order confirmation or pro forma invoice of BuzziSpace. All taxes, duties and levies that relate to the goods supplied, even if they are introduced after the order confirmation or pro forma invoice of BuzziSpace, are fully to the charge of the customer.

4. The delivery time stated by BuzziSpace is purely indicative. Delays in delivery may not under any circumstances give rise to any compensation or cancellation of the order.

5. The goods are supplied at the warehouse of BuzziSpace. The transport of the ordered goods is to the charge and at the risk of the customer. BuzziSpace may not be held liable for any damage to or loss of goods as soon as these goods have left the warehouse of BuzziSpace.

6. The goods remain the property of BuzziSpace until full payment of the agreed price, costs, interest and any compensation. All risks of loss or destruction of the goods are to the charge of the customer as of delivery. Until the ownership of the goods is actually transferred to the customer, the customer is expressly prohibited from alienating the goods, making them immovable or processing them, using the goods as a means of payment, pledging them or encumbering them with any other security rights. The down-payments paid by the customer shall be considered as rent for the enjoyment of the goods by the customer. If the customer does resell the goods belonging to BuzziSpace, even processed, as of today he shall transfer to BuzziSpace as a guarantee all accounts receivable arising from this resale.

7. Upon delivery of the goods the customer shall immediately take receipt of these goods and examine whether the goods supplied correspond to what is stipulated in the order confirmation or pro forma invoice. Every complaint on account of visible defects must be submitted to BuzziSpace in writing, at the latest within 5 days following the receipt of the goods. Complaints shall only be valid if the goods are not yet being used by the customer. These complaints shall not suspend the payment obligations of the customer. If the complaint of the customer is well founded, BuzziSpace shall, except in the event of fraud, be entitled to choose either to repair or replace the good concerned, or to take back the good concerned and to refund the purchase price. The customer expressly renounces the right to claim any compensation. Except in the event of fraud, BuzziSpace shall not accept customer complaints relating to a colour deviation.

8. Hidden defects in the goods must be immediately reported in writing by the customer to BuzziSpace, and that the latest within 1 year of delivery. This report shall not suspend the payment obligations of the customer. Except in the event of fraud, BuzziSpace shall be entitled to choose to either repair or replace the good with hidden defects, or to refund to the customer a part of the purchase price in proportion to the seriousness of the hidden defect. The customer expressly renounces the right to claim the cancellation of the purchase.

9. Unless stipulated otherwise and except in the event of intent, the contractual and extra-contractual liability of BuzziSpace shall be limited at all times to an amount of three times the value of the order concerned, even in the event of serious misconduct. This total amount of three times the value of the order may never exceed the maximum amount of EUR 200,000.00 in total, even in the event of serious misconduct. Except in the event of intent, the liability of BuzziSpace, even in the event of serious misconduct, is in all respects limited to pure physical injury and material damage. BuzziSpace is consequently not bound to compensate for, for example but not limited to, intangible, indirect or consequential damage such as loss of profit, loss of turnover, loss of income, production restrictions, administration or personnel costs, increase of general costs, loss of clientele or claims of third parties. This list is not exhaustive.

10. Except in the event of a written stipulation to the contrary, the invoices of BuzziSpace are payable within 30 days of the invoice date at the latest. BuzziSpace reserves the right to request entire or partial advance payment in the event of (but not limited to) large deliveries or if there are serious suspicions that the creditworthiness of the customer is inadequate. In the event of the non-payment of the invoice within 30 days, interest on arrears of 10% shall be due, automatically and without a prior default notice, and fixed compensation of 10% of the still outstanding invoice amount shall be due (with a minimum of EUR 50), without prejudice to the right of BuzziSpace to claim higher compensation, subject to proof of greater actual damage suffered.

11. The non-payment on the due date of one single invoice shall make the outstanding balance of all the other invoices, even those not yet due, automatically immediately payable. In addition, BuzziSpace shall be entitled, without a prior default notice, to entirely or partially suspend its obligations with respect to the customer, if the customer does not observe, for whatever reason, his payment obligations for the order concerned, as well as for any other order with respect to BuzziSpace.

12. If the confidence of BuzziSpace in the creditworthiness of the customer is reduced by demonstrable events that call into question the confidence in the good performance of the obligations entered into by the customer and/or makes it impossible, BuzziSpace shall be entitled, even if the goods have already entirely or partially been shipped, to suspend the entire order or a part of it and to claim guarantees from the customer. If the customer refuses to do so, BuzziSpace reserves the right to cancel the entire order or a part of it. All this is without prejudice to the right of BuzziSpace to all compensation and interest.

13. Belgian law applies to all of our agreements, to the exclusion of the Vienna Sales Convention.

14. In the event of disputes the courts of Antwerp shall have sole jurisdiction.