

- GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE DELIVERY -

Definitions and scope

The terms and conditions of sale and service delivery, hereinafter referred to as "the terms and conditions" are applicable to all orders placed with jordy vansteenkiste, domiciled at karel serreynstraat 19 , 8420 Wenduine, hereinafter referred to as "the seller/service provider".

The present terms and conditions form the contract binding the seller/service provider and the customer. The seller/service provider and the customer are hereinafter commonly referred to as "the parties".

The "customer" is any natural or legal person who orders product(s) and/or service(s) from the seller/service provider.

The "consumer" is the customer, natural person, who acts for purposes that do not fall within the scope of his commercial, industrial, craft or liberal activity.

The present terms and conditions are the only ones applicable. In any case, they exclude the general or particular conditions of the customer that the seller/service provider would not have expressly accepted in writing.

The terms and conditions are freely accessible at any time on the website of the seller/service provider: www.glerdybricks.com", so that by placing an order with him, the customer declares to have read these terms and conditions and confirms his acceptance of the rights and obligations relating thereto.

The seller/service provider reserves the right to modify these terms and conditions at any time and without prior notice, provided that these modifications appear on its website. These changes will apply to all previous product and/or service orders.

Offer and order

To place an order, the customer chooses the product(s) and/or service(s) he wishes to order by surfing on the seller/service provider's website, indicating the details requested, verifying the accuracy of the order, and then by making the payment for the order.

After receiving confirmation of payment for the order from the bank, the seller/service provider sends the customer a summary of his order, including the order number, the product(s) and/or service(s) ordered and their price, these terms and conditions or a link to them, as well as an indication of the likely execution time of the order.

The seller/service provider reserves the right to suspend, cancel or refuse the order of a customer, in particular in the case where the data communicated by the customer prove manifestly erroneous or incomplete or when there is a dispute relating to the payment of a previous order.

In case of cancellation of the order by the customer after its acceptance by the seller/service provider, for any reason whatsoever, except in cases of force majeure, a sum equivalent to 30% of the price of the order will be acquired from the seller/service provider and invoiced to the customer, as damages.

Price

The price of the product(s) and/or service(s) is indicated in Euro, including taxes.

Any increase in VAT (Value Added Tax) or any new tax imposed between the time of the order and the time of delivery will be automatically charged to the customer.

Any delivery costs are not included in the indicated price, but are calculated separately during the ordering process, depending on the mode and place of delivery and the number of products ordered.

Time limits

Unless expressly agreed otherwise in writing by the seller/service provider, the delivery periods mentioned in the special conditions are not time limits. The seller/service provider can only be held liable if the delay is significant and if it is attributable to him because of his gross negligence.

The customer shall not be entitled to invoke delivery periods to demand cancellation of the contract, to claim damages or to assert any other claim, unless otherwise stipulated in writing and expressly accepted by the seller/service provider.

In case of delay exceeding thirty working days, the customer must send a formal notice by registered mail to the seller/service provider, who may then benefit from 50% of the time prescribed to deliver the product(s) and/or service(s) ordered.

Retention of title

The seller/service provider remains the owner of the ordered products until full payment.

The right of ownership of the products is transferred to the customer only after the withdrawal or delivery of the articles and after full payment of the order. Notwithstanding article 1583 of the Civil Code, the articles sold, delivered or installed remain the exclusive property of the seller/service provider until full payment of the invoice. Until payment of the purchase price has been made, the customer is prohibited from pledging, offering or using the items as security in any way. It is expressly forbidden for the client to make modifications to these articles, to turn them into real estate by incorporation or by destination, to sell them or to dispose of them in any way whatsoever.

As long as the seller/service provider has ownership rights to the goods delivered in accordance with the provisions of this article, the customer shall remain responsible for maintaining these products in good condition. During this period, only the customer can be held responsible for any loss or damage to the products. If necessary, the customer undertakes to insure the products against any risk. The customer also undertakes to store the products in such a way that they cannot be confused with other products and that they can at all times be recognized as the property of the seller/service provider.

Right of withdrawal

In accordance with article VI.47 of the Code of Economic Law, the consumer who orders products remotely from the seller/service provider has a period of 14 calendar days from the date of delivery of the products or notification of their availability at the collection point provided for, to notify the seller/service provider that he renounces the purchase, without penalties and without

giving the reasons.

For services, the period of 14 calendar days starts from date of the conclusion of the contract, this is the date where the consumer received an overview of the order.

Where this period expires on a Saturday, Sunday or public holiday, it is extended to the first following working day.

The consumer can notify his will to renounce to the purchase, by means of the form of withdrawal put on line on the Website of the seller/service provider, by means of the form transmitted with the purchase order or available on the site of the FPS Economy, S.M.E., Self-employed and Energy: economie.fgov.be, or by an unambiguous statement stating its decision to withdraw from the contract.

The consumer will have to return the product(s) whose purchase(s) he (they) renounce and in perfect condition in its / their original packaging.

Only the direct costs of return will be the exclusive responsibility of the consumer. The seller/service provider will return the amount paid as soon as possible and at the latest within 14 days from the return of the products.

A consumer who opens or uses a product before the expiry of the withdrawal period shall be deemed to have waived his right of withdrawal in respect of that product.

A consumer who accepts that the service is delivered before the period of 14 has expired, acknowledges that he therefore loses his right of withdrawal, as stated in article 53 of Book VI of the Code of Economic Law.

Similarly, the consumer may not exercise the right of withdrawal if he is in the case of one of the other exceptions referred to in Article 53 of Book VI of the Code of Economic Law, in particular in the case of the supply of goods made to the consumer's specifications or clearly personalized.

Cancellation of the order

The customer who doesn't qualify to profit from the right of withdrawal described in the preceding article of these terms and conditions and who wishes to cancel his order informs the seller/service provider who will inform him about the steps to be followed.

Any deposit paid by the customer to the seller/service provider will not be refunded. If no deposit has been paid, the seller/service provider may claim from the customer a cancellation fee equivalent to 30% of the price of the product(s) and/or service(s) whose order has been cancelled by the customer.

Delivery of the order

Delivery times indicated by the seller/service provider are provided for information purposes only and are not binding on the seller/service provider. A delay in the delivery of the order can therefore in no case give rise to any compensation, termination of the contract, suspension of the customer's obligations, or payment of damages.

The order is delivered to the customer only after its complete payment. The transfer of ownership and risk shall take place at the time that the order is fully paid. The customer is therefore advised that he alone bears the risks associated with delivery.

Availability

The product(s) offered for sale by the seller/service provider are within the limits of available stocks.

In the event of unavailability of one or more product(s) after payment of the order, the seller/service provider undertakes to inform the customer as soon as possible and to give him the choice between a refund, a modification of his order or a deferred delivery at the end of the stock shortage of the product(s) concerned.

Receipt of the order and complaint

The customer is responsible for checking the visible good condition as well as the conformity of the product(s) delivered to him or that he picks up.

Any complaint must be made in writing, within 12 days after delivery of the order or notification of its availability at the collection point provided. Otherwise, they cannot be taken into account and the customer will be deemed to have definitively accepted the order.

If a complaint proves to be justified, the seller/service provider/provider will have the choice between replacing or refunding the price of the product(s) concerned.

Intellectual property

The information, logos, drawings, trademarks, models, slogans, graphic charts, etc., accessible through the seller/service provider's website or catalogue are protected by intellectual property rights.

Unless expressly agreed otherwise in advance, the client is not authorized to modify, reproduce, rent, borrow, sell, distribute or create derivative works based in whole or in part on the elements present on the seller/service provider's website or catalogue.

Unless expressly agreed otherwise, the agreed price therefore does not include any transfer of intellectual and/or industrial property rights for any title whatsoever.

Warranty

- Legal warranty for all customers

In accordance with articles 1641 to 1643 of the Civil Code, the seller/service provider is obliged to guarantee the products against hidden defects which make the products unfit for the use for which they are intended, or which reduce this use so much that the customer would not have acquired them or would have given only a lower price if he had known them.

In case of finding a hidden defect, the customer must act promptly, in accordance with Article 1648 of the Civil Code, and will have the choice between returning the product affected by a hidden defect against a full refund, or keeping it against a partial refund.

The seller/service provider is not obliged to guarantee the products against visible defects, of which the customer could or should have been aware at the time of purchase. Likewise, the

seller/service provider is only obliged to guarantee the products against hidden defects of which he was aware at the time of the sale and of which he failed to inform the customer.

Only the invoice, the sales receipt or the purchase order are valid as guarantee certificates for the customer vis-à-vis the seller/service provider. These documents must be kept by the client and presented in their original version.

- Complementary legal warranty for customers with consumer status

In accordance with article 1649quater of the Civil Code, the customer who is a consumer also has a legal guarantee of two years for all defects in conformity which existed at the time of delivery of the product and which appeared within a period of two years from this.

This warranty includes the repair or replacement of the defective product, at no cost to the consumer.

If however such repair or replacement proves impossible, disproportionate for the seller/service provider or would cause serious inconvenience to the consumer, an appropriate reduction or refund may be offered to the consumer. The seller/service provider and the customer may agree to a refund only upon delivery of the defective products by the latter.

In the event that specific spare parts or accessories required to repair the product are no longer available from the manufacturer, the seller/service provider cannot be held responsible for the loss of the product's usability.

The consumer is obliged to inform the seller/service provider of the existence of the lack of conformity, in writing, within a maximum period of two months from the day on which he noted the defect, on penalty of forfeiture of his right to complaint.

Only the invoice, the sales receipt or the purchase order are valid as guarantee certificates for the consumer vis-à-vis the seller/service provider. These documents must be kept by the consumer and presented in their original version. The warranty period starts on the date mentioned on these documents.

This warranty does not apply in the event that the failure results from incorrect use, external causes, poor maintenance, normal wear phenomena or any use that does not comply with the manufacturer's or seller/service provider's instructions.

In the event of damage, theft or loss of a product delivered for repair, the seller/service provider's liability shall in any event be limited to the selling price of the product. In no event shall the seller/service provider be liable for loss or reproduction of data stored in or by electronic devices provided for repair.

- Warranty for services delivered

The seller/service provider will deliver the services like a reasonable person.

The client has a warranty of conformity for the delivered services like initially ordered. In case there's non-conformity during this period, the seller/service provider will resolve these problems provided they were notified in due time and form.

The warranty is not applicable for non-conformity as a result of non-authorized changes or uses or

an error of manipulation of the customer.

The seller/service provider expressly states that the elements protected by intellectual property rights are original creations. In case third parties were involved in the creation, the seller/service provider states that he got the rights and authorisations to deliver the service. As a result, the seller/service provider warrants the customer from any claim from a third party with regards to an intellectual property right or for unfair competition on (a part) of the services delivered.

Liability

General information. The customer acknowledges and accepts that all obligations to which the seller/service provider is liable are exclusively of means and that he is only liable for his fraud and gross negligence.

In the event that the customer demonstrates the existence of gross negligence or fraud on the part of the seller/service provider, the loss for which the customer can claim compensation includes only the material damage directly resulting from the fault attributed to the seller/service provider to the exclusion of any other damage and may not, in any event, exceed 75% (excluding taxes) of the amount actually paid by the customer in execution of the order.

The customer also acknowledges that the seller/service provider is not liable for any direct or indirect damage caused by the products or services delivered, such as loss of profit, increase in overheads, loss of customers, etc.

The seller/service provider is also not liable in the event of communication of incorrect data by the customer, or in the event of an order placed on his behalf by a third party.

Finally, it is the customer's responsibility to inquire about any restrictions or customs duties imposed by his country on the products or services ordered. The seller/service provider can therefore not be held liable if the customer has to face any additional restriction or tax to pay because of the policy adopted by his country in this matter.

Materials. If the customer imposes a process or materials of a certain quality, origin or type on the seller/service provider, despite the written and reasoned reservations of the seller/service provider, the latter shall be relieved of any liability for defects resulting from the choice of said process or materials.

Internet and new technologies

The customer acknowledges the restrictions and risks associated with the use of the internet or any other means by which the website is currently or will in the future be made available. The customer also acknowledges the risks of storing and transmitting information digitally or electronically.

The customer accepts that the seller/service provider cannot be held liable for any damage caused by the use of the website (as well as any applications) of the seller/service provider or the internet, following the aforementioned risks.

The customer further accepts that electronic communications exchanged and backups made by the seller/service provider may serve as proof.

Miscellaneous provisions

Force majeure or fortuitous events. The seller/service provider cannot be held liable, either contractually or extracontractually, in the event of temporary or definitive non-performance of its obligations where such non-performance results from force majeure or fortuitous circumstances.

In particular, the following events will be considered as cases of force majeure or fortuitous events: 1) the total or partial loss or destruction of the seller/service providers computer system or database when any of these events cannot reasonably be attributed directly to the seller/service provider and it is not demonstrated that the seller/service provider failed to take reasonable measures to prevent any of these events, 2) earthquakes, 3) fires, 4) floods, 5) epidemics, 6) acts of war or terrorism, 7) declared or undeclared strikes, 8) lockouts, 9) blockades, 10) insurrections and riots, 11) a shutdown of energy supply (such as electricity), 12) a failure of the internet or data storage system, 13) a failure of the telecommunications network, 14) a loss of connectivity to the internet or telecommunications network on which the seller/service provider depends, 15) a fact or decision of a third party where such decision affects the proper performance of this contract or 16) any other cause beyond the reasonable control of the seller/service provider.

Unforeseeability. If, due to circumstances beyond the seller/service provider's control, the performance of its obligations cannot be continued or is simply made more onerous or difficult, the seller/service provider and the customer undertake to negotiate in good faith an adaptation of the contractual conditions within a reasonable time in order to restore their balance. Failing agreement within a reasonable time, either party may invoke the termination of the contractual relationship between them without compensation or indemnity of any kind.

Termination of the contract. In the event of insolvency of the customer or in the event of unpaid debts, even within the framework of previous contracts between the customer and the seller/service provider, the latter is entitled to suspend the execution of its obligations until the full repayment by the customer of any unpaid debt due to the seller/service provider.

In the event of non-performance of its obligations by the customer, the seller/service provider may terminate the contract to the exclusive prejudice of the customer without delay or compensation and, where applicable, may claim payment of damages and interest from him by any legal means.

Severability. The possible illegality or nullity of an article, paragraph or provision (or part of an article, paragraph or provision) shall not affect in any way the legality of the other articles, paragraphs or provisions of these terms and conditions, nor the remainder of that article, paragraph or provision, unless the contrary intention is evident in the text.

Titles. The titles used in these terms and conditions are for reference and convenience only. They do not affect the meaning or scope of the provisions they designate.

No waiver. Inaction, negligence or delay by a party in exercising any right or remedy under these terms and conditions shall not be construed as a waiver of such right or remedy.

Applicable law and competent jurisdiction. Any dispute relating to the products delivered by the seller/service provider, as well as any dispute as to the validity, interpretation or execution of these terms and conditions shall be subject to Belgian law and the exclusive jurisdiction of the courts of the judicial district of West-Flanders.