

## GENERAL TERMS AND CONDITIONS:

### Article 1 – Definitions

‘GECKO BV’: the private limited company with registered office at 3290 Diest, Hollestraat 17, registered in the Crossroads Bank for Enterprises under number 0746.961.960, hereinafter referred to as ‘Service Provider’.

‘Customer’: any natural person or legal entity that places an order or enters into an agreement with GECKO BV.

‘Consumer’: a natural person who acts for purposes outside his trade, business, craft or profession, as defined in the Economic Law Code.

‘Services’: the Gecko-fix façade mounting system offered by GECKO BV and any other services or products supplied.

‘Intellectual Property Rights’: all existing and future intellectual and industrial property rights, including but not limited to patents, trademarks, copyrights, know-how and trade secrets, relating to the products and services of GECKO BV.

### Article 2 – Applicability and Amendments

2.1 These general terms and conditions apply to all quotations, orders, deliveries and agreements of GECKO BV.

2.2 Any other or conflicting terms and conditions of the customer shall be deemed not to have been written and shall therefore not apply, unless expressly accepted in writing by GECKO BV. Silence shall in no case be interpreted as acceptance of other terms and conditions.

2.3 GECKO BV may amend these general terms and conditions from time to time. Such changes shall only take effect for future offers and agreements. For agreements already in progress, the original terms and conditions shall apply, unless the change is required by mandatory legislation or agreed in writing with the customer. In the latter case, the customer who does not agree to the proposed change has the right to terminate the agreement within 14 days of notification.

2.4 GECKO BV may engage third parties to perform the services without the prior consent of the customer. GECKO BV remains responsible for the quality of the services provided by third parties.

### Article 3 – Quotations and Prices

3.1 Unless expressly stated otherwise, our quotations are entirely without obligation. The agreement is only concluded after our written order confirmation.

3.2 We reserve the right to adjust prices at any time if, after the agreement has been concluded but before delivery, unforeseen cost increases occur beyond the control of GECKO BV (e.g. raw material prices, transport costs, new taxes) that disrupt the economic balance of the agreement. In that case, GECKO BV shall be entitled to increase the agreed price proportionally. GECKO BV shall inform the customer of this immediately. If the price increase exceeds 7%, the customer shall be entitled to cancel the order free of charge within 5 working days of notification, unless the price increase is the result of changes requested by the customer.

### Article 4 – Cancellation

4.1 The customer may only cancel an order by registered letter (or equivalent electronically qualified message), and only if the execution has not yet commenced and the goods ordered have not yet been ordered or entered into production.

4.2 In the event of a valid cancellation, the customer shall owe a fixed compensation of 30% of the total order amount, which shall be deemed a reasonable estimate of the damage suffered by us (including lost profits and costs incurred). If the damage we have actually suffered is higher, we reserve the right to prove and claim the excess; if the actual damage is lower, we shall not be obliged to refund (part of) the fixed compensation.

### Article 5 – Delivery and Transfer of Risk

5.1 Delay in delivery does not entitle the customer to compensation or termination, unless the term was expressly guaranteed as binding or the delay is such that the customer cannot reasonably be expected to continue the agreement.

5.2 Delivery takes place:

In the case of transport by or on behalf of us: at the agreed place of delivery.

Upon collection by the customer: at the time of receipt in our warehouse.

5.3 From the moment of delivery, all costs and risks, including loss or damage, are entirely at the expense of the customer. If delivery is not possible for reasons beyond our control (e.g. because the customer is not present or the location is inaccessible), we are entitled to store the goods at the customer's expense and risk.

Terms of delivery

5.4 Maximum unloading time: 15 minutes.

Each additional 15 minutes commenced will be charged at €15 per 15 minutes.

5.5 Free delivery: possible with the purchase of six (6) full pallets of wall anchors, provided that each pallet contains a uniform type (no mixing of types within one pallet), in combination with the corresponding mounting accessories. (free delivery only valid for BENELUX)

5.6 If the goods cannot be delivered, a new delivery will be charged at the same transport cost as originally stated on the order form, quotation and/or invoice. If transport was offered free of charge, a second delivery will be charged at the standard transport rate.

5.7 The customer must inspect the delivered goods immediately upon delivery for visible defects, shortages or non-conformity with the order. Any complaints in this regard must be reported to GECKO BV in writing and with reasons within five (5) calendar days of delivery, on pain of forfeiture.

Failure to do so will mean that the goods are deemed to have been accepted and delivered in accordance with the order.

5.8 The delivered goods remain the exclusive property of GECKO BV until the day of full payment of the principal sum, costs and interest. As long as ownership has not been transferred, the customer may not resell, process, pledge or in any way encumber the goods. In the event of non-payment, we reserve the right to take back the goods at our first request, wherever they may be located. However, all risk shall be borne by the customer from the moment of delivery, as provided for in Article 5.3.

### Article 6 – Storage of Goods

6.1 Storage is possible subject to advance payment of 50% of the goods ordered.

6.2 After four (4) weeks of storage, the remaining 50% must be paid. If the customer fails to make the payment on time, this will be considered a breach of contract (default of payment) and penalties will be applied in accordance with Article 8.

6.3 If storage exceeds six (6) weeks, an additional cost of €15 per pallet per week will be charged.

6.4 If the customer has still not collected or had the goods delivered six months after the start of the order, GECKO BV shall be entitled to consider the agreement cancelled by operation of law. In that case, the amounts already paid shall be retained to cover costs and damages, and Article 4.2 shall apply mutatis mutandis to any unpaid balances.

6.5 We shall take all reasonable precautions during storage, but storage shall otherwise be at the customer's risk (in accordance with Article 5.3). Our liability for damage or loss during storage is limited as provided for in Article 7.3.

### Article 7 – Warranty and Liability

7.1 Warranty provisions for professional customers

- Only the statutory provisions regarding hidden defects (Articles 1641-1649 of the Belgian Civil Code) apply.

- GECKO BV offers a 10-year commercial warranty, provided that the Gecko-fix façade mounting system is installed in full accordance with the instructions of GECKO BV.

- The warranty covers, among other things, protection against loose façade structure elements, provided that these are installed with the materials supplied by GECKO BV.

- Loose façade cladding and any consequential damage shall always remain at the expense of the installer.

- Product defects must be identified upon delivery, and such defects and/or other visible manufacturing faults must be reported in writing within 5 working days of the delivery date.

- Any claim under the warranty must be made in writing and with reasons within 7 days of the defect being discovered. GECKO BV will investigate the defect and, if the claim is justified, repair or replace the defective materials free of charge, at its own discretion.

7.2 Warranty provisions for consumers

- Consumers are entitled to the statutory warranty as laid down in Belgian law (Articles 1649bis-1649octies of the Belgian Civil Code).

- In the case of international sales, the relevant consumer protection rules of the country concerned apply.

- Any claim under the warranty must be made in writing and with reasons within 14 days of the defect being discovered. GECKO BV will investigate the defect and, if the claim is justified, repair or replace the defective materials free of charge, at its own discretion.

- Any commercial warranty offers do not affect the statutory consumer rights.

7.3 Liability

- GECKO BV is not liable for indirect damage, such as loss of profit or customers.

- Liability is limited to the invoice amount for the services concerned.

- GECKO BV can only be held liable for gross negligence or intent, provided that the customer provides proof of the causal link with the damage suffered.  
- GECKO BV does not exclude its liability for intentional error or gross negligence on its part or on the part of its appointees, nor to the extent that liability cannot be excluded by law (e.g. product liability for physical injury to consumers).

#### **Article 8 – Terms of payment**

8.1 Invoices are payable in cash within 14 days of the invoice date by bank transfer, unless otherwise agreed. (New B2B customers must pay in advance for their first order and/or total purchase of at least £2,500/excl. VAT).

8.1.1 For private customers, all invoices are payable in cash before delivery.

8.2 In the event of non-payment on the due date:

- Default interest will be charged in accordance with the Law of 2 August 2002.
- The outstanding balance will be increased by 11.5% by operation of law, with a minimum of £175 and a maximum of £3,000 as a fixed compensation.
- All outstanding invoices shall become immediately due and payable.

#### **Article 9 – Intellectual Property**

9.1 Documents, diagrams, plans, quotations, etc. made available by GECKO BV that contain intellectual property shall remain the property of GECKO BV at all times and must be returned upon request. They may not be disclosed to third parties without our consent.

9.2 The customer grants GECKO BV the right to use its name and logo for reference purposes on GECKO BV's website and marketing material, unless objected to in writing.

9.3 The customer may not reproduce, copy, modify or distribute GECKO BV's products or technologies without written permission.

#### **Article 10 – Force majeure**

In the event of force majeure (such as war, strikes, natural disasters, supply problems, pandemics, etc.), the execution of the agreement will be suspended or, if necessary, terminated without compensation.

#### **Article 11 – Privacy and GDPR**

11.1 GECKO BV processes the personal data of its customers' contact persons for legitimate business purposes: namely for customer administration, the execution of agreements (deliveries, services, invoicing) and to inform customers about its products and services. The legal basis for this processing is primarily the necessity for the performance of the agreement with the customer, or the legitimate interest of GECKO BV in managing and growing its customer relationship.

11.2 GECKO BV treats personal data confidentially and in accordance with the GDPR. Personal data may be shared with processors or affiliated companies of GECKO BV to the extent necessary for the aforementioned purposes (e.g. a transport company for delivery, or a sister company for a joint offer). For direct marketing by affiliated companies, GECKO BV will, if required by law, request prior consent from the data subject.

The data subject always has the right to object to direct marketing free of charge: every commercial email will contain an unsubscribe option, and objections can also be made at any time via [info@gecko-fix.com](mailto:info@gecko-fix.com).

#### **Article 12 – Applicable law and competent court**

12.1 These general terms and conditions and all agreements with GECKO BV are governed exclusively by Belgian law.

12.2 Any disputes shall fall under the exclusive jurisdiction of the courts of the judicial district of Leuven.

#### **Article 13 – Final provisions**

13.1 If any provision of these terms and conditions is declared null and void or unenforceable, the remaining provisions shall remain in full force and effect.

13.2 The Dutch version of the general terms and conditions always takes precedence over any other language version.

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