GENERAL TERMS AND CONDITIONS OF SALE

(version 01/01/2025)

ARTICLE 1 – GENERAL

These terms and conditions apply to all our sales of goods and any accompanying services.

Every order placed by the customer constitutes implicit acceptance of these general terms and conditions without reservation. Any attempt to override or modify these terms through the customer's own purchasing conditions is null and void.

Ghent Aggregates BV reserves the right to modify its general terms and conditions at any time and without prior notice. The latest version is always available on the website https://www.ghentaggregates.be.

ARTICLE 2 – CHARACTERISTICS

It is the customer's responsibility to select the appropriate category of goods or services we offer based on their intended application. If one of the goods or services is covered by CE marking, the customer may request a list of applications and values subject to the marking for their intended use.

We disclaim any liability if the compliant goods do not meet the customer's intended application.
The customer must verify the conformity of the goods delivered by checking both the delivery note and the goods themselves before unloading begins. Once unloading has commenced, the customer accepts the materials, which will no longer be returnable.

For collections, the customer must inspect and accept the goods before leaving the loading area. Upon departure and signing the loading note, the customer expressly accepts the color, quality, and intrinsic properties of the products, with no recourse.

ARTICLE 3 – SALES PRICE

Our offers are valid for seven days from the date of dispatch unless explicitly agreed otherwise. After the seventh day, the seller reserves the right to adjust its prices in line with prevailing economic parameters without opening the door to damages or other claims from the buyer.

Before the price validity expires, the seller may index prices using customary formulas or adjust them in response to unilateral price changes from producers or transport providers due to shifts in the economic context (e.g., energy prices, steel prices, fuel prices, gas prices, etc.—non-exhaustive list). Additional costs, such as low-water surcharges on shipping or container transport price adjustments, may also be applied unilaterally before delivery.
The goods and services are sold at the prices applicable on the delivery, collection, or execution date. Discounts may be granted based on specific pre-agreed terms. Payment before the due date does not automatically entitle the buyer to a discount unless explicitly agreed upon in advance.

All invoices are payable net, without discount, on the due date. Discounts for prompt payment are not allowed on our invoices.

ARTICLE 4 – SOLD QUANTITIES

The quantities listed on delivery notes and/or C.M.R. serve as evidence for the delivered quantities and invoicing. Any dispute regarding the sold quantities must be reported immediately and confirmed in writing within 24 hours after collection or delivery. Signing the delivery note and/or C.M.R. without further remarks constitutes unconditional acceptance of the quantities and qualities of the goods.

ARTICLE 5 – DELIVERY

Each delivery is accompanied by a delivery note in duplicate or a digital delivery note. One copy must be signed by the recipient and returned to the driver or skipper. Therefore, the customer has the right to refuse any delivery if no delivery note or CMR is presented for signature upon receipt. The CMR also serves as binding evidence of delivery in the absence of our delivery note.

Our goods are always transported at the customer's risk, even when they are invoiced as delivered (DAP or DDP). The customer must inspect the delivered goods for quality and quantity immediately upon arrival and before any unloading begins. Any issues or comments must be reported in writing or via email immediately. Once the goods have been unloaded, they are considered accepted by the customer and will not be taken back under any circumstances. For collections, this inspection must occur at the time of loading or, at the latest, before leaving our site. Returns are not possible after this point.

For road deliveries, even when special construction vehicles are used, deliveries must take place at locations accessible to high-tonnage vehicles. The customer is responsible for ensuring that the delivery site can be reached safely and without risk to the vehicle. The customer must guide and assist in manoeuvring the vehicles and ensure a suitable unloading area and, where applicable, a washing facility for the vehicles on-site. The customer is liable for any damage caused to or by vehicles and our representatives on-site.

Should difficulties arise in reaching the unloading area or during unloading despite our instructions, we reserve the right to charge additional costs incurred due to delays in delivery.

For deliveries by ship or rail to the facilities or designated (public) quay or station specified by the customer, the customer must ensure these locations are accessible. The customer must designate the exact unloading location and assist with arrival and departure manoeuvres. The customer assumes responsibility for the goods and equipment during the entire waiting period at the delivery location. Any damage to transport equipment or goods during this time is at the customer's expense.

We cannot guarantee delivery by ship or rail on the announced date; the delivery date is indicative only. Unloading of ships must occur within 24 hours of arrival or as otherwise agreed with the customer. Waiting or unloading times exceeding this 24-hour period will be charged at the prevailing demurrage rates as defined under Belgian law. For road transport, waiting times begin 30 minutes after arrival at the site and will be charged at €85.00 per hour (excl. VAT).

Delivery times are respected as far as possible but are always indicative. Deviations from these times do not entitle the customer to damages or claims of any kind.

We disclaim any responsibility for costs or inconveniences resulting from late delivery due to circumstances beyond our control, such as:

- Delivery difficulties, traffic issues, or insufficient resources on-site
- Strikes affecting our company, suppliers, or the transport chain
- Shortages of raw materials or transport equipment
- Power outages, equipment failures, fires, wars, terrorism, civil unrest, frost, flooding, heavy rainfall, strong winds, storms, etc.

For deliveries to construction sites, materials must be accepted upon arrival of the transport vehicle. Waiting times at the site or unloading area will be charged in accordance with the applicable waiting time rates mentioned above.

ARTICLE 6 – RETURNS

Ghent Aggregates BV does not accept returns of goods. If explicitly agreed otherwise, any return is subject to inspection for cleanliness. Materials already unloaded on-site or opened packaging will never be taken back. Only unopened bulk materials or unopened big bags may be returned, subject to approval after inspection for cleanliness and contamination. If any anomaly or deviation is detected, Ghent Aggregates BV reserves the right to invoice the full value of the goods. This assessment is made by Ghent Aggregates BV staff.

For returns, an administrative handling fee of €20.00 (excl. VAT) will be charged to cover inspections, weighing, etc. The returned weights will be credited accordingly. Any transport costs for returns, if organised by us, will always be borne by the customer.

In the event of incorrect orders or errors where goods have already been unloaded (and therefore accepted under the above provisions) or explicitly accepted during collection, no return can be arranged. All costs remain fully payable by the buyer without delay.

ARTICLE 7 – PAYMENTS

Our goods and services are payable in cash without any discounts, at the time of delivery or collection upon presentation of our invoice and at the address below:

GHENT AGGREGATES
Singel 27 – Haven 0945A
B-9000 Ghent

We reserve the right to request an advance payment for certain deliveries at the time of order.

At the customer's request for deferred payment terms, we reserve the right to set a ceiling on outstanding amounts based on the customer's financial health and to request guarantees if necessary. Any rejection of these terms may result in invoices being payable immediately or the presentation of additional guarantees.

Credit Limit: When the entire claim against the client has been settled within the payment term applicable to the delivery, the customer is entitled to deduct any credit limitation that may have been charged. This credit limitation is not payable if payment is made on time. In the case of partial payment, the full credit limitation remains due. This flat rate does not prevent the calculation of any interest or fixed compensation as mentioned above.

Bills of exchange and cheques, except for certified bank cheques, are not accepted. If costs arise from payments made by Mastercard, Visa card, or other credit cards, the seller reserves the right to claim these costs and charge them via separate invoicing or at the time of settlement. The customer is obligated to reimburse these costs. No charges are applied when using standard debit cards or bank transfers.

In the event of non-payment of any invoice by the due date, and without prejudice to other collection costs, the following additional payments will be due without prior written notice:

- Interest at a rate of 10% per annum, calculated from the due date,
- A flat-rate surcharge of 10% of the invoice amount, with a minimum of €100.00.

Failure to pay any overdue invoice entitles the seller to suspend the execution of any agreement or to request its termination. In such cases, all outstanding amounts and amounts of unpaid invoices become immediately payable.

In the event of contract termination for any reason, the customer must pay the seller a cancellation fee of 30% of the sales price of any goods yet to be delivered, without prejudice to any costs incurred by the seller in relation to the contract. For non-standard stocked products, the full value of the goods will be charged.

ARTICLE 8 – LIABILITY
Our liability is strictly limited to delivering conforming goods and services under the agreed conditions. The customer assumes responsibility for verifying compliance with applicable regulations and legislation in their area or sector of activity.

We cannot be held liable for indirect damages, such as lost revenue, lost profit, or loss of goodwill, nor for any damages resulting from force majeure (see Article 8).
The customer is solely responsible for using our goods in accordance with the specifications and instructions provided.

ARTICLE 9 – FORCE MAJEURE
We cannot be held liable for delays, incomplete deliveries, or failures due to circumstances beyond our control, including but not limited to:

- Natural disasters (storms, floods, earthquakes, etc.)
- Strikes, lockouts, or other labor disputes
- Supply chain disruptions, such as shortages of raw materials or transport restrictions
- Legislative or regulatory changes that affect our ability to fulfill contracts

In such cases, we reserve the right to suspend or terminate the contract without liability for damages or penalties.

ARTICLE 10 – RETENTION OF TITLE
The delivered goods remain our property until full payment of the invoice, including interest and penalties if applicable.
Until ownership is fully transferred, the customer agrees not to pledge, resell, or otherwise encumber the goods. If the goods are incorporated or processed into another product, we retain ownership rights proportional to the value of our goods.
If the customer fails to fulfill their payment obligations, we reserve the right to reclaim the delivered goods at the customer's expense.

ARTICLE 11 – TERMINATION
We reserve the right to terminate any agreement immediately and without compensation if:

- The customer fails to comply with these general terms and conditions, or
- The customer is declared insolvent, files for bankruptcy, or undergoes liquidation.

In such cases, all outstanding amounts become immediately due and payable, and we reserve the right to suspend further deliveries.

ARTICLE 12 – JURISDICTION AND APPLICABLE LAW
Our contracts and all associated disputes are governed exclusively by Belgian law.
The courts of the judicial district of Ghent, department Ghent, have sole jurisdiction to resolve any disputes arising from or related to our agreements.