



General Terms and Conditions for B2B Sales of Ohle Infrared Panels

1. Company identification and Contact details

Company name: IN2-TRADING
Legal form: Limited partnership (Commanditaire Vennootschap (CommV))
Registered office: Hoogstraat 111, 9550 Herzele (Belgium)
Company number: 0682.569.204
Ghent Registry of legal entities, Oudenaarde division
VAT number: BE 0682.569.204
Phone: +32 468 11 54 76
Email: info@in2-trading.com

2. Scope, Acknowledgement and Acceptance

2.1 These general terms and conditions (hereinafter the “Terms”) are an integral part of and apply to all offers, quotations, invoices and agreements of the limited partnership “IN2-TRADING” (hereinafter “IN2-TRADING”) to or with every professional company or legal entity to whom IN2-TRADING supplies products (hereinafter the “Client”), to the exclusion of all special or general terms and conditions of the customer.

2.2 By placing an order with or otherwise engaging the services of IN2-TRADING, the Client acknowledges having read, understood, and accepted these Terms. IN2-TRADING shall take reasonable steps to ensure the Client can review the Terms and accept them. The Client may request a copy at any time by e-mailing info@in2-trading.com.

2.3 Should any provision of these Terms be held invalid or unenforceable, this shall not invalidate the remaining provisions or the agreement as a whole. Such invalid provision shall be interpreted or replaced to reflect as closely as possible its original intended effect.

2.4 In case of a separately signed agreement between the parties, any conflicting clauses in that agreement shall take precedence over these Terms. All non-conflicting provisions shall continue to apply.

3. Offer and formation of the agreement

3.1 The agreement is established by written or electronic signature of the offer or by an explicit and unambiguous agreement of the Client by e-mail, Whatsapp or any other communication channel and required payment.

3.2 IN2-TRADING reserves the right to accept or refuse orders at its sole discretion. Orders coming from a Client with whom there is a dispute or from a profile that appears fraudulent or which shows a serious shortcoming of the Client, may always be refused by IN2-TRADING.

4. Quotes and prices

4.1 Quotes are made under all reservations and are without obligation on the part of IN2-TRADING.

4.2 Quotations are always valid only for the period stated in the quotation. Unless explicitly agreed otherwise, this period is thirty (30) days.

4.3 No rights can be derived from quotations, price offers or (framework) agreements from the past for future orders.

4.4 The estimated prices are always stated in the quotations. Prices are always in euros and exclusive of VAT. Shipping costs, import duties, excise duties, other applicable taxes or charges are listed separately and are always borne by the Client.

5. Payment and Invoicing terms

5.1 Unless otherwise agreed, orders must be paid immediately. After placing the order, the Client will receive an invoice. **Orders will not be processed until the invoice has been paid.**

5.2 In case of late payment, for any reason whatsoever, IN2-TRADING may initiate a collection procedure, with or without the involvement of a third party to whom the necessary Client data may be transferred. In any case, the Client shall remain liable for full compensation of extrajudicial and/or judicial collection costs.

5.3 In the event of late payment, the amounts due shall automatically and without prior notice accrue late payment interest. This interest is equal to the reference interest rate increased by eight percentage points, rounded up to the next half percentage point. In addition, all amounts due on the due date but not paid shall automatically and without prior notice be increased by a fixed compensation of 10% (ten percent) of the outstanding amount, with a minimum of €40 (forty euros), without prejudice to IN2-TRADING's right to reasonable compensation for all other recovery costs exceeding this fixed amount and arising from the late payment.

5.4 If an invoice is not paid by the due date, all other outstanding invoices shall become immediately and fully payable.

5.5 In the event of non-payment of an invoice, IN2-TRADING reserves the right to suspend further deliveries and/or services, or to consider the agreement terminated, without any notice or judicial intervention and without prejudice to its right to claim compensation.

5.6 In case of dispute of an invoice, the Client must lodge a protest by email within 7 (seven) calendar days of receipt, under penalty of forfeiture.

6. Delivery

6.1 Delivery terms are provided for information purposes only and are therefore not binding on IN2-TRADING, unless expressly agreed otherwise between the parties. IN2-TRADING will in any case make every effort to carry out deliveries within a reasonable period.

6.2 Any delay in delivery on the part of IN2-TRADING can never give rise to penalties, damages, termination of the agreement, or refusal to accept the requested products upon delivery.

6.3 Where applicable, the Client is solely responsible for fulfilling all necessary import formalities, including but not limited to obtaining required permits, complying with national or international regulations, and paying import duties, VAT, excise duties or other applicable taxes or costs. IN2-TRADING shall under no circumstances be held liable for delays, additional costs, or other consequences resulting from the Client's failure to comply with the aforementioned obligations.

7. Conformity and warranty

7.1 IN2-TRADING guarantees that the delivered products conform to the description and specifications stated in the offer, meet reasonable requirements of soundness and/or usability, and comply with the legal provisions and/or governmental regulations in force on the date the agreement was concluded.

7.2 The Client is entitled to the warranty provided by the manufacturer of the products, unless expressly agreed otherwise. This warranty period commences upon delivery.

7.3 The warranty does not apply to defects resulting from:

- normal wear and tear;
- careless use, improper maintenance, or use contrary to the manual or instructions of IN2-TRADING and/or the manufacturer;
- repairs or modifications by the Client or third parties;
- damage caused by abnormal or external influences (such as moisture, impact or fall damage, overheating, etc.);
- defects arising from government measures regarding the materials used.

7.4 If a defect occurs within the applicable warranty period and the conditions have been met, IN2-TRADING will (have) the product repaired or replaced. If repair or replacement is not possible or would be disproportionate, an appropriate price reduction or refund will be offered, in accordance with legal provisions.

7.5 Any defects must be reported to IN2-TRADING in writing immediately upon discovery, accompanied by the necessary documentation substantiating the damage. The Client must make the product available for inspection.

8. Retention of title

8.1 Ownership of all products delivered by IN2-TRADING to the Client shall remain with IN2-TRADING until all claims that IN2-TRADING has against the Client, including but not limited to previously issued invoices, have been paid in full. The Client has a duty of care regarding the products delivered under retention of title and shall store them in perfect condition and in a suitable location in accordance with standard practices. Until the Client has fulfilled all of its obligations, the Client is not permitted to sell, otherwise dispose of, process or alter the delivered products, nor to encumber them with any security interest.

8.2 When IN2-TRADING wishes to invoke its retention of title, it shall notify the Client thereof by both regular and registered mail. The Client shall be deemed to have received this notice on the third working day following dispatch.

9. Force majeure and Liability

9.1 IN2-TRADING may terminate the agreement if it is unable to fulfill its obligations due to force majeure. For the purposes of these general terms and conditions, force majeure shall mean, in addition to what is understood by law and case law, all external causes, whether foreseeable or not, beyond the control of IN2-TRADING, which prevent it from fulfilling its obligations. This includes, but is not limited to: fire, accident, incorrect delivery by third parties, strikes, riots, war, government measures, and transport disruptions. In such cases, the Client shall be entitled to a refund of amounts already paid to IN2-TRADING for products not yet delivered, without additional compensation.

9.2 In the event of force majeure, IN2-TRADING's obligations shall be suspended. IN2-TRADING shall only be required to perform the services or other obligations once it is reasonably possible to do so. If at the time the force majeure situation arises IN2-TRADING has already partially fulfilled its obligations or can only partially fulfill them, it shall be entitled to invoice the already delivered products separately, and the Client shall be obliged to pay this invoice.

9.3 IN2-TRADING's and/or its agents' liability is always limited to direct damage and shall only be invoked to the extent that it results from intent, gross negligence, or that of its agents or representatives, or, except in cases of force majeure, for failure to perform an obligation that constitutes one of the principal performances of the agreement. IN2-TRADING is never liable for or obliged to compensate immaterial, indirect, or consequential damages, including (but not limited to) loss of profit, loss of turnover, loss of income, production limitations, administrative or personnel costs, increased general costs, loss of clientele, or claims from third parties.

9.4 IN2-TRADING's entire liability, whether contractual or non-contractual, is limited in principal amount, costs, and interest to the amount excluding VAT charged in the file in which liability is established.

9.5 If the Client, through contractual or non-contractual default, jeopardizes the liability of IN2-TRADING, the Client shall take all necessary measures to indemnify IN2-TRADING against any damage it may incur as a result.

9.6 IN2-TRADING's products are delivered without installation. Installation is entirely at the Client's own risk and responsibility. IN2-TRADING is not liable for any damage resulting from incorrect installation, improper use, or incorrect application of the product by the Client or third parties. The Client must always strictly follow the installation and usage instructions.

10. Disputes and Applicable law

10.1 In the event of disputes arising from or related to these general terms and conditions, the validity, execution, or interpretation of the agreement or the delivered products, the parties shall strive to reach an amicable solution.

10.2 Only Belgian law shall apply to disputes relating to these general terms and conditions, the validity, execution, or interpretation of the agreement or the delivered products that cannot be resolved amicably. Judicial disputes shall be exclusively submitted to the Belgian courts of Ghent, Oudenaarde division.

10.3 The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna Sales Convention, 1980) is expressly excluded.

11. Language

11.1 These general terms and conditions were originally drawn up in Dutch. In case of translations of these terms and conditions or any other contractual documentation, the Dutch version shall always be considered the sole legally binding version. Translations are provided for information purposes only.