

# RAJA-trading BV - TERMS AND CONDITIONS

## I. APPLICATION OF THE GENERAL CONDITIONS OF SALE

- a) To any order placed with RAJA-trading BV, these general conditions of sale apply, except for the special conditions which apply to orders placed via the internet.
- b) RAJA-trading BV reserves the right to modify these general conditions of sale by publishing a new version. However, with regard to current orders, the conditions being applicable at the time of placing the order, still remain valid.

## II. ORDER & PRICE

- a) An order, also that noted by agents or representatives, is only final after formal and written acceptance by RAJA-trading BV.
- b) All prices are exclusive of VAT.
- c) Prices shown are subject to change. In the event of an order, the price in effect at the time of the order will be applicable for this sale.

## III. CONDITIONS OF DELIVERY AND SENDING

- a) All our goods are delivered, shipped or transported at the risk of the customer, even in the case of carriage paid.
- b) RAJA-trading BV makes every effort to deliver orders within the usual period of 3 to 7 working days, from receipt of the order, provided that the order falls within the limits of available stock.
- c) The above-mentioned delivery times, which are indicated on the occasion of the order, are purely indicative. The delay in delivery, for any reason whatsoever, cannot give rise to damages and does not constitute a cause for refusal of delivery or termination of the contract and does not release the customer from his (her) commitment (s).

## IV. RETENTION OF OWNERSHIP

- a) By way of derogation from article 1583 of the Civil Code, the goods sold or delivered remain the exclusive property of RAJA-trading BV until full payment of the principal, interest and costs. Notwithstanding this retention of title, the risk of loss or damage is transferred to the customer from the moment he takes possession of the goods.
- b) As long as the retention of title exists, the goods cannot be given as security or be pledged. The customer must immediately notify in the event of judicial seizure of the goods.
- c) The customer can sell the goods in the normal course of business. He now assigns the resulting claims to RAJA-trading BV, until full payment of his claim. RAJA-trading BV accepts this assignment.

## V. PROVISIONS RELATING TO RECEPTION, COMPLAINTS & LIABILITY

- a) The customer must ensure that the goods can be delivered in the normal way by RAJA-trading BV and in particular ensure that the place of delivery is easily accessible. If this is not satisfied, the customer will be obliged to compensate any damage on the part of RAJA-trading BV.
- b) The customer must immediately inspect the delivered goods.
- c) In the event of apparent defects in the goods, the customer must inform RAJA-trading BV in writing within 3 working days of receipt of the goods and this by registered mail, in order to avoid discussions concerning the deadline of the aforementioned protest. After this period RAJA-trading BV will only respond to hidden defects rendering the item unfit for the use for which it is intended, and this insofar as RAJA-trading BV knew or should have known of the defects. Requests as a result of latent defects must be introduced on pain of forfeiture within 30 days of the discovery of the defect, before the competent court.
- d) The formulation of a complaint does not in any way suspend the customer's payment obligation.
- e) In the event of apparent defects, RAJA-trading BV will provide new replacement products or refund

the invoice amount to the customer. For hidden defects or any other fault, any compensation from RAJA-trading BV will always be limited to a refund of the price it received. Under no circumstances can RAJA-trading BV be held responsible for any indirect damage.

## **VI. RETURNS**

- a) The customer can only return goods he does not wish to buy by mutual agreement.
- b) Only goods that are returned in perfect condition, in their original packaging, unopened, with a shelf life of at least 3 months and accompanied by the invoice, will be taken back. Only RAJA-trading BV will judge whether the take-back conditions have been met and decide on the refund. In this case, RAJA-trading BV will only reimburse the invoice amount for the goods. The costs of the return will be for the account of the customer.

## **VII. BILLING**

- a) The order is invoiced in accordance with the VAT-rate valid on the day of the order.
- b) The customer pays a flat-rate contribution to the costs of shipping and delivering the goods.

## **VIII. PAYMENT OF GOODS**

- a) Orders must be paid, unless expressly provided otherwise, within 30 day.
- b) When invoicing invoices accompany the goods or are sent to a invoicing address, in the event that this is different from the delivery address, and payment must be made within 15 days of the invoice date.
- c) In the event of non-payment of all or part of the price on the due date, the customer – from that moment on – will be liable as of right and without notice of default interest annual 12%, at least the interest as referred to in art. 5 Law 02-08-2002; in addition to the aforementioned interest, RAJA-trading BV is also entitled, in accordance with art. 6 Law 02-08-2002, to a lump sum compensation of 10% of the principal, with a minimum of € 150.
- d) Each default of payment gives rise to the due date of unpaid invoices and gives rise to RAJA-trading BV the right, after formal notice, either to suspend any future deliveries, or to terminate the contract, without prejudice to the right to damages.

## **IX. CONTRACTUAL BREACH**

When the customer does not observe his contractual obligations, RAJA-trading BV will have the right, after formal notice, either to suspend his obligations, or to terminate the contract without judicial intervention, if at the formal notice no follow-up or no useful follow-up is given within 8 working days, without prejudice to the right to damages.

## **X. COMPETENT COURT AND APPLICABLE LAW**

- a) Only Belgian law is applicable.
- b) Only the courts of the judicial district of Brussels.

## **XI. DATA PROTECTION**

RAJA-trading BV does not sell customer personal data to third parties and processes them strictly in accordance with current legislation and its privacy policy.