

## GENERAL CONDITIONS JADIMEX

### 1. General information

- 1.1. These conditions govern the current and future contractual relationship(s) between Jadimex BV(BA), Tiensesteenweg 225, 3360 Bierbeek, BTW (VAT) BE0459.170.086, [info@jadimex.be](mailto:info@jadimex.be) (hereinafter: Jadimex) and the customer. They form an integral part of the agreement between the parties, including the sale of wood, related products and care products, the provision of consultancy services, the supply of goods, the performance of additional work, the use of third parties, etc.

### 2. Applicability, acceptance and knowledge

- 2.1. These terms and conditions apply to all Jadimex contracts and offers.
- 2.2. The customer received these conditions at the start of the trade relationship and was able to access them at least digitally via the website [www.jadimex.be](http://www.jadimex.be). The customer thereby acknowledges having taken note of these terms and conditions no later than at the start of the agreement between the parties, having been given the opportunity to ask questions, having understood them and accepted them.
- 2.3. By the mere fact of accepting an offer or order form, the customer explicitly accepts the present general terms and conditions excluding any specific terms and conditions. The implementation of the agreement shall provide proof of acceptance without reservation.
- 2.4. Parties shall recognise and accept the notification by means of e-mail as valid and common unless expressly agreed otherwise. The speed of communication and notification is considered to be in the interest of both parties in the best possible execution of the contract. The Parties shall indicate their contact details at the start of the trade relationship and any notification shall be deemed satisfactory. The Parties undertake to report any changes to these data spontaneously and immediately.

### 3. Conclusion of the agreement

- 3.1. Price lists or technical data are made available for information purposes only and without any commitment from the company Jadimex.
- 3.2. All measurements are carried out by and on the responsibility of the customer. The customer bears the final responsibility for the accuracy of the information he submits and must verify them before making the final order.
- 3.3. If the customer places an order for specific purposes or with a specific expectation that is essential to him/her, it must be clearly stated when asking for an offer and recorded in the order form. If it was not explicitly stated in the order form that there are specific requirements or purposes, Jadimex may assume that this is not of crucial importance for the customer.
- 3.4. Jadimex's offers are valid for a period of 30 calendar days, unless otherwise indicated in writing and with the exception of cases where there was a change in prices for the procurement of the raw materials included in the tender. Jadimex is only bound by these offers if the customer's acceptance reaches Jadimex in writing within the above-mentioned deadline. Amendments to the offers are valid only if Jadimex has accepted them in writing. Offers are one and indivisible, unique and personal.
- 3.5. Offers will only bind Jadimex after written approval by the competent management body. Jadimex reserves the right to refuse an order within 48 hours, without the customer being able to claim any compensation.
- 3.6. If an offer has been drawn up, an order form will be drawn up and submitted to the customer after its approval.
- 3.7. A contract/order form, whatever the name, is concluded upon acceptance of the order placed by the customer by the competent body of Jadimex. An agreement is deemed to have been concluded at the time Jadimex sends its order form, or when Jadimex starts performing the contract.
- 3.8. Jadimex cannot be held liable for apparent typos / writing errors in the offer or in the contract/order form. The data shown on the order form shall take priority over any other public or non-public information.

### 4. Delivery and execution

- 4.1. The time limits for execution are indicated for information and are not binding on Jadimex unless agreed explicitly otherwise in writing.
- 4.2. In any case, Jadimex is no longer bound by agreed deadlines:
- in the event of any shortcoming on the part of the customer, of any kind

- in the event of force majeure or external cause at Jadimex: these include machine breaks, lack of raw materials, non-delivery by suppliers, fire, accident, strikes, bad weather, etc.
  - through the involvement of third parties
  - changes, elaborations, adjustments, etc.
- 4.3. The specified execution time shall begin after receipt by Jadimex of all the information necessary for the full execution of the order and after payment of the price as specified in Article 5.
- 4.4. In any event, any delay in the intended execution time may not lead to damages, dissolution of the contract at the expense of Jadimex or annulment of the contract.
- 4.5. The customer shall be informed in advance of the planned delivery date and shall be deemed to be present at the delivery address specified by the customer in order to receive the goods. The customer should move the goods immediately after delivery, at least to a dry and cool environment where the products are protected from all weather conditions.
- 4.6. The goods are delivered in accordance with our availability and capacity of preparation, raw materials and staff from Jadimex and those of our own (sub)contractors and suppliers.
- 4.7. The customer is obliged to receive/pick up the goods purchased from Jadimex at the agreed time, in the absence of which a storage cost of EUR 100.00 per day will be charged.
- 4.8. Delivery always takes place at the curb unless explicitly agreed otherwise. In the event that parties expressly depart from this requirement, any divergence in delivery takes place entirely at the customer's risk.
- 4.9. The customer himself must process the delivered goods immediately or at least move them to a dry, covered area where the goods are protected against sunlight and any other weather conditions.

## 5. Price and payments

- 5.1. The prices stated by Jadimex are excluding VAT and any costs of delivery and administration, unless explicitly stated otherwise by Jadimex.
- 5.2. Prices can always change depending on the raw material prices for Jadimex. Jadimex always has the right to pass on to the customer in full and in percentage all changes in prices of the raw materials.
- 5.3. Consumers must pay the full price of the ordered goods when placing the order. In the absence of payment, production will not begin and the goods will not be delivered.
- 5.4. Companies must also pay cash for a first order at the latest at the time of collection of the goods. Any subsequent orders are payable within 30 days of the invoice date.
- 5.5. Consumers must always pay customised goods in full when placing the order. Companies are required to pay 50 % when placing delivery orders for customised goods.
- 5.6. Jadimex can in any case ask the customer for an advance payment when placing the order before starting production.
- 5.7. Objections to the amounts charged by Jadimex do not suspend the customer's payment obligations.
- 5.8. The customer is not allowed to set off any amount due to Jadimex against any customer's claim on Jadimex.
- 5.9. Any invoice not paid at the due date will be increased automatically and without notice of default, with interest at the statutory interest rate, plus 7 % on an annual basis in the event that the order is placed by a consumer; and with interest in accordance with the act on combating late payment in commercial transactions dated 2/8/2002 plus 7 % on an annual basis if the order was placed by a professional client and with a flat-rate compensation equal to 10 % of the bill, with a minimum of EUR 250.00.
- 5.10. This lump-sum compensation and interests claimed do not in any event cover the legal and technical advice costs incurred for the collection of the sums due from the customer, including legal fees in accordance with the provisions of Article 6 of the WBBH (act on combating late payment in commercial transactions).
- 5.11. Any late, incomplete or non-payment of one invoice due or failure by the customer to fulfil its essential obligations under this agreement shall be payable immediately.
- 5.12. In the event of a late payment, Jadimex will not provide any additional goods under any circumstances until the entire balance is paid.
- 5.13. Invoices that are not contested by registered letter within seven calendar days of the invoice date shall be deemed to be final.

5.14. Jadimex has the right, during the execution of the contract, to suspend delivery or cancel the agreement according to its choice, in whole or in part, in the event of a customer failing to comply with the terms of payment. Such suspension or cancellation shall apply without prejudice to any other consequences of non-compliance with the terms of payment.

## 6. Rights and obligations of the parties

- 6.1. The customer acknowledges that the commitments made by Jadimex in this agreement are purely best efforts obligations.
- 6.2. No complaint, based on any title, shall give the customer the right to suspend or defer payment of the entire invoice amount.
- 6.3. The customer buys a natural product from Jadimex. It is inherent to a natural product that there may be differences in colour or small differences in size. Cracks and discolouring are also specific to the product and can never give rise to any complaint. If samples were provided in order to assist the customer in his/her purchase, it is due to the nature of the product that the goods delivered cannot be identical to the sample. A sample serves purely as an indication in the provision of advice.
- 6.4. In case of wrong order, goods can only be returned if accepted by Jadimex and, in any case, only if the goods are reported within 24 hours after delivery and if the goods are in original condition and are preserved between delivery and withdrawal in an area where the goods are protected from weather conditions can only be returned to the worse. In the event of full return of the goods ordered, a fee of 15 % of the total amount plus transportation costs will also be payable. It is never possible to return goods in case of customised orders.
- 6.5. The customer is liable to Jadimex for any direct and/or indirect damage to (personnel of) Jadimex or to other third parties, to the property of (personnel of) Jadimex or of any other third parties, when this direct and/or indirect damage is caused by (staff of) the customer, or by other third parties employed by the customer.
- 6.6. Jadimex is liable for damage that the customer suffers and which results directly and exclusively from a serious error or intent attributable to Jadimex.
- 6.7. In the case of liability under Jadimex, the reparable damage shall be limited to direct material damage and the compensation shall be limited to the amount covered by the insurance policies concluded by Jadimex. Jadimex is not liable for property, environmental, indirect or consequential damage (stagnation, profit loss, loss of use, etc.).

## 7. Complaints and guarantee

### 7.1. *Information and Complaints*

- 7.1.1. Wood is a natural product. Certain colour nuances, colour changes, differences in length, etc. are typical for natural products and can never give rise to a valid complaint.
- 7.1.2. All sawn and planed wood from Africa and South America is in line with the FAS quality standard according to SATA. All sawn and planed wood from the Indonesia region complies with the MGR quality standard of "STANDARD AND BETTER". Jadimex deviates from this only if explicitly stated on the order form or offer. The quality standards can be consulted at [https://hout.fordaq.com/fordaq/html\\_jboss/quality\\_mainmenu\\_Nl.htm](https://hout.fordaq.com/fordaq/html_jboss/quality_mainmenu_Nl.htm)
- 7.1.3. The customer shall be informed in advance about the envisaged delivery time and shall be deemed to be present at the requested delivery address.
- 7.1.4. The customer verifies the delivered goods directly at the time of delivery and is deemed to have thoroughly examined them before signing the delivery note. In doing so, the customer checks both the number and the quality of the goods. If the customer identifies deficiencies and/or damage during this inspection/check, the customer must report them immediately and note this on the delivery note. Upon delivery of the goods when the customer is not available and is therefore unable to carry out immediate verification, visible flaws must be reported to Jadimex no later than 24 (fourth 24 hours) after delivery, detailed and by registered letter, together with sufficient photographic evidence.
- In the absence of this, the customer is deemed to have received the delivered goods in a perfect and sound manner so that any right of the customer to have recourse to non-compliance of the delivered goods expires.
- 7.1.5. The payment, even in part of the (final) bill, is taken as an indication that the customer has put the goods into use and implicitly accepts compliance, unless there is evidence to the contrary.
- 7.1.6. When the delivered goods are put into use by the customer, in the broadest sense, they are deemed to be accepted, which constitutes final and irrevocable customer approval and acceptance, in its entirety. Jadimex will not be liable for visible flaws from then on.

- 7.1.7. The customer must notify Jadimex within seven working days of the discovery of the shortcomings, but in any case within one (1) month of delivery/full execution, in detail and by registered letter. In no case can a complaint be accepted if the delivered goods have not been stored in a dry and closed area, where they are fully protected against sun, rain and snowfall.
- 7.2. *Guarantees*
- 7.2.1. As Jadimex supplies natural products, no guarantee can be granted. Wood is a natural product that always works, so colour differences, cracks, etc. can occur.
- 7.2.2. As regards care products, reference shall be made to the common law and the guarantee conditions applicable to them by the supplier of the products concerned.
- 7.2.3. A guarantee for the sustainability of the product is granted only for Jadiwood if the buyer respects the placement conditions set by Jadimex.
- 7.2.3.1. Also in this case, no guarantee is granted by Jadimex for:
- work carried out by third parties, whether or not Jadimex sub-contractors, such as planing, etc.
  - manipulations or attempts at manipulation or treatment by the customer or by third parties,
  - normal wear and tear, damage caused by poor maintenance, user errors, abuse and misuse,
  - damage caused by fires, floods, lightning, accidents, natural disasters,
  - any damage related to the fact that wood is a natural product where certain colour differences, changes in shape, colour or texture can occur
- 7.2.3.2. Any compensation for time losses, commercial losses or consequential damage is never covered by the guarantee.

## 8. Webshop

- 8.1. Any person who places orders on behalf of third parties or requesting them to be invoiced to third parties shall confirm to those third parties, in accordance with Article 1120 of the B.W. (Civil Code), that they will be personally liable for the payment, even if Jadimex agreed to the manner of payment.
- 8.2. The Parties expressly agree that the provision of the webshop, its usage and execution of the order constitute a best efforts obligation, unless otherwise indicated. Minor changes to the online website, which do not affect its quality, are permitted.
- 8.3. Jadimex endeavours to provide a precise product description. In the event of serious discrepancy between the goods and their description and/or representation, Jadimex reports this to the customer without delay and Jadimex reserves the right to refrain from executing the order subject to a refund of the amount already paid. Jadimex is only obliged to verify the accuracy and/or completeness of the information provided on the online website and does not assume any liability for material errors such as typing errors or price setting errors.
- 8.4. In order for the customer to place an order effectively, the customer must create an account (register) in the manner indicated for that purpose. The customer himself is responsible for i) the accuracy, completeness and reliability of the data which he provides for the creation of the account and ii) adjusting the data if these are no longer correct. The data provided by the customer during the registration process will be recorded in a database and processed in accordance with Jadimex's Privacy Policy.
- 8.5. The customer himself is responsible for keeping his login data confidential, i.e. his user name and password. Jadimex can therefore assume that the customer is actually the person who has created an account and uses the online website. As soon as the customer knows or has reason to believe that his login data have come into the hands of unauthorised persons, the customer must report this immediately to Jadimex.
- 8.6. The customer commits to using the webshop in the best way possible, as a responsible person. When using the webshop, the customer must therefore comply with Belgian and other applicable laws or regulations.
- 8.7. Jadimex is at any time entitled, without prior notice and without being subject to damage to the customer, to change, interrupt, stop, suspend (temporarily) the content and functioning of the online webshop, or to limit its use if Jadimex deems it necessary.
- 8.8. The customer must have adequate and recent antivirus, antispyware and firewall protection on his computer systems. If Jadimex's systems or its other customers were to suffer damage as a result of the exchange of viruses or other harmful files by the customer, the latter would be fully and unlimitedly liable for this towards Jadimex. The customer indemnifies Jadimex in principal, costs and interest for any claims by third parties that have suffered or claim to have suffered damage as a result.

- 8.9. Jadimex has the right to withhold the customer's access to the online webshop unilaterally and without prior notice and/or to suspend or permanently remove the customer's account, in particular in cases where the customer does not comply with these general conditions in any way.
- 8.10. Entries in the online webshop are always subject to all caveats. The prices and purchase conditions applied by Jadimex are those as displayed in the online webshop at the time of placing the order, subject to material errors such as typing errors or price-setting errors. Jadimex has no liability whatsoever for such material errors.
- 8.11. The range of products as shown on the webshop will apply only as long as stocks last. In the case of (temporary) depletion of the stock, Jadimex reserves the right not to accept the order or to provide similar goods and products subject to customer approval.
- 8.12. Payment takes place in advance at the end of the ordering process, in accordance with one of the available means.
- 8.13. Since Jadimex delivers goods, the customer can invoke the right of withdrawal, as the agreement was made remotely. In such a case, the customer has a statutory cooling-off period of 14 calendar days from the day following the delivery of the goods to waive the agreement without providing a justification.
- 8.14. In the event of withdrawal, the associated administrative costs shall be borne entirely by the customer. In addition, the customer is obliged to meet the costs already incurred or the goods already incurred in relation to the webshop at the time of revocation.
- 8.15. The right of withdrawal does not apply if the goods have already been incorporated or customised by the customer in professional capacity and/or for professional purposes.
- 8.16. If the customer relies on the right of withdrawal, the goods to be returned must always be in immaculate condition, and they are accepted only if unused, correctly preserved in an environment in which the goods were protected against weather conditions, not mounted, with original packaging and accompanied by the proof of purchase. In the event of use, destruction, damage or lack of purchase documents and packaging, the right of withdrawal expires. Wood is a dynamic product, which is why returns are refused for tears, shrinkage, swelling and curving of the wood products.
- 8.17. The costs for returning the goods are charged to the customer. Once Jadimex has received the goods in their original condition, the customer's money is returned to his/her bank account within 30 calendar days.
- 8.18. The customer is liable for the depreciation of the goods resulting from a treatment of the goods beyond what was necessary to establish a proper functioning of the goods.
- 8.19. As far as the customer's right of withdrawal is concerned, Jadimex makes the largest caveats concerning colour, size, etc. of the product photos and actual product colours. Jadimex refers to the fact that wood is a natural product whereby a product representation is always given merely as an indication.

## 9. Transfer and financing

- 9.1. The customer is prohibited from transferring any rights and obligations arising from this agreement to a third party, except after prior written consent by Jadimex.
- 9.2. In any case, a rejection of a customer's request for financing cannot affect the agreement, which is considered final by the acceptance.

## 10. Intellectual property rights

- 10.1. Jadimex retains all intellectual property rights relating to images, goods and any other protected works published by Jadimex.
- 10.2. The customer is strictly prohibited from reproducing the images or goods that are produced by Jadimex and protected by intellectual property rights.
- 10.3. If the customer is in breach of the above clauses on intellectual property rights, Jadimex is entitled to damages of EUR 50,000 (fifty thousand), which must be increased by EUR 2,500 (two thousand five hundred) per day for the duration of the infringement, unless Jadimex can demonstrate that the actual damage suffered is greater.

## 11. Termination or dissolution of the agreement

### 11.1. *Cancellation or termination by either party*

- 11.1.1. Neither party may terminate this agreement early. If the customer wishes to terminate the agreement, the customer can only do so to the extent that production has not yet started. In that case, the customer is liable to pay a termination fee equal to 15 % of the total amount due.

11.1.2. If one of the parties intends to terminate this agreement, it shall notify the other party by registered letter.

11.2. *Change in the legal situation of the customer*

11.2.1. The agreement is automatically terminated as soon as there is a change in the legal situation of the customer following a merger, division, transfer or acquisition, except in the case where Jadimex has expressly agreed in writing to the transfer of the agreement in the context of the change in the legal situation of the customer.

11.2.2. Jadimex reserves the right to recover from the customer the damage it has suffered.

11.3. *Dissolution: Serious shortcoming on the part of the customer and bankruptcy*

11.3.1. If, except in force majeure, the customer suffers a major shortcoming, including, but not limited to, non-compliance with the intellectual property rights of Jadimex, failure to pay the invoice or failure to comply with any of the other obligations laid down in this agreement, Jadimex is permitted under Article 1184 of the BW (Civil Code), after giving prior notice to the party by registered letter to fulfil its obligations within one week (i.e. 7 calendar days), to terminate the agreement with immediate effect and without requiring prior judicial intervention.

11.3.2. In such case, Jadimex reserves the right to recover from the customer the damage it has suffered.

11.3.3. In the event of serious suspicion of insolvency on the part of the customer, including, but not limited to, bankruptcy, liquidation, judicial reorganisation or any other insolvency, Jadimex reserves the right to suspend the performance of the agreement pending an appropriate guarantee of solvency.

11.3.4. In the absence of this, Jadimex has the right to terminate the agreement without further notice of default or prior judicial intervention with immediate effect and without any liability to compensate the customer.

12. Force majeure

12.1. The Parties shall not be liable vis-à-vis each other for the consequences of force majeure which make it reasonably or temporarily impossible to perform all or part of its obligations, including: any event beyond the control of the parties, including but not limited to strikes, lock-out, disruptions in transport and distribution, accident or other problems occurring during transportation to Jadimex, acts of war, fires, regulations or rules of the government or administration, the inability to obtain raw materials, system failure, staff illness or staff shortages in general, strikes at the company, random (national or international) government decisions, changes in international or national laws, epidemics, pandemics, etc.

12.1.1. Parties shall be exempted from all obligations to each other in the event of force majeure for as long as this force majeure situation persists. Given that Jadimex is heavily dependent on long distances that may be subject to force majeure situations, there can in no circumstances be a permanent force majeure situation.

13. Collateral and pledge

13.1. To guarantee the payment of the sums due by the customer to Jadimex in principal, interest and costs, the customer pledges in favour of Jadimex:

13.1.1. All his current and future claims in relation to Jadimex (as party of the claim(s)), Jadimex explicitly takes cognisance of the pledge.

13.1.2. All their current and future claims on third parties, regardless of their claim. These include claims by the customer arising from commercial contracts, claims by the customer in respect of performance and services, claims by the customer arising from the proceeds of movable or immovable property, claims by the customer in respect of pensions, claims resulting from the customer's professional and commercial activity, claims of the customer on banking or other financial institutions, claims by the customer in contractual and non-discriminatory liability, claims by the customer in respect of insurance, claims by the customer against government and other legal persons under public law, claims of the customer relating to social security. The above list is exemplary and not exhaustive.

13.2. The pledge on debt claims renders the customer incompetent to collect. The customer cannot therefore recover the claim(s) pledged by him for the benefit of Jadimex.

13.3. Jadimex is entitled to notify the debtor of the pledged claim(s) of its customer of the pledge, and to do everything necessary to make this pledge enforceable against third parties at the cost of the customer who pledged the claim(s).

13.4. At the first request of Jadimex, the customer shall communicate all useful information enabling Jadimex to recover the pledged claim(s), including in any case: the identity of the debtor(s) of the pledged claim(s), their contact details, the value of the pledged claim(s).

- 13.5. Jadimex will be able to recover directly the sums due under the pledged claim(s) in respect of the debtor of the pledged claim(s), without prior notice from the latter. This collection power also includes procedural powers.
- 13.6. If the customer fails to provide any useful information on the identity of the debtor of the pledged claim(s) within 14 days of Jadimex's first request, this shall constitute an imputed non-compliance on the part of the customer, which, without prejudice to Jadimex's right to a claim for damages of two hundred fifty euro (250), may lead to an automatic termination of the agreement.
- 13.7. The agreement with the present general conditions assumes the authorisation and mandate of Jadimex, in the absence of notification within 14 days of the first request by Jadimex, to request the relevant information on the customer's claims from the VAT Recipient.

#### 14. Changes

- 14.1. Amendments to any provision of this Agreement should be the subject of a prior written agreement signed by both parties.
- 14.2. Any and obvious material error or calculation error (in which it is also clear how the price is formed and determined) irrespective of the party's advantage or disadvantage can be remedied without jeopardising the performance of the contract.

#### 15. Ownership and risk

- 15.1. By way of derogation from the common right, the goods delivered and/or to be delivered by Jadimex shall remain the property of Jadimex until the customer has complied with all obligations relating to items delivered or to be delivered by Jadimex to the customer under the agreement or services provided and/or under such agreement, as well as any claims arising from failure to perform this agreement. Ownership of the goods is not transferred to the customer until he has complied with all amounts due to Jadimex in any respect.
- 15.2. Immediately after the goods leave the warehouse of Jadimex, they are regarded as being delivered within the meaning of the current agreement and the customer assumes the risk of any direct and indirect damage to or by those goods to the customer or to third parties.
- 15.3. Until the ownership of the delivered goods has been transferred effectively to the customer, the customer is explicitly prohibited from using the delivered goods as a means of payment, pledging, alienating, gifting or using them as security, renting them out or lending them, or using them in any other way in violation of their retention of ownership.
- 15.4. If, despite the prohibition mentioned above, the customer still has uses the goods subject to the retention of ownership in such a way, Jadimex will be entitled to take back those goods without delay and without prior notice, even if this requires the dismantling or removal of the delivered goods. The customer, if necessary, gives Jadimex the opportunity and the possibility and allows Jadimex to enter the premises irrevocably and unconditionally, via a bailiff, where the goods encumbered with the property are located in order to carry out the dismantling or removal. The removal / dismantling can never be considered as trespassing or unauthorised recovery.
- 15.5. As long as no payment has been made, the goods delivered by Jadimex will be stored separately and therefore kept separate from all other goods. The customer is required to keep the goods appropriately separate so that the property rights of Jadimex can be identified. The customer either makes the necessary arrangements or gives Jadimex permission to dismantle and return the goods to Jadimex at the first request of Jadimex.
- 15.6. The customer shall be under an obligation of care with regard to the goods covered by the retention of ownership with respect to all usual risks (including, but not limited to, any form of decay, spoilage, fire, water damage and theft), the customer should always do whatever can be reasonably expected from him to secure the property rights of Jadimex, which has reserved ownership of the delivered goods.
- 15.7. Payments from an insurance for damage and loss of the goods referred to above, replace the goods in question. The customer is required to accept insurance payments in these matters and to pay these benefits to Jadimex on first request.
- 15.8. If a third party makes a claim or wants to create or exercise rights on goods or which Jadimex reserves property rights, the customer is obliged to immediately notify by registered letter Jadimex which has retained property rights on the goods sold.
- 15.9. Jadimex charges to the customer all costs directly or indirectly related to the exercise of the retention of ownership.

16. Nullity of clauses and waiver of right

- 16.1. If, by virtue of a statutory provision of law of public policy or binding law, one of the provisions of the contract or parts thereof is declared void and inconceivable, this has only a partial annulment effect, limited to the relevant provision, which shall not affect the validity of the remainder provided for in the agreement.
- 16.2. For the void or invalid provisions, the parties will adopt in writing a new provision that is as close as possible to the parties' original intentions.
- 16.3. Unless otherwise formulated by an explicit written declaration by Jadimex, the fact that Jadimex does not exercise, assert or is late in exercising one or more rights under this agreement, can never be seen as waiving any or all of these rights.
- 16.4. If, under the previous paragraph, Jadimex waives rights or entitlements under the contract that originate from a default or failure by Jadimex, that waiver may never be interpreted as a waiver of any other right under the agreement or in respect of a failure or other performance of the customer, even if both cases have major similarities.
- 16.5. Any distance should be interpreted strictly and refers only to the rights and circumstances defined in the written declaration.

17. Privacy and data protection

- 17.1. Jadimex and the customer recognise that personal data processing will take place in accordance with current national regulations
- 17.2. The personal data of natural persons collected by Jadimex will be used only to keep the customer informed of the services provided by Jadimex, as well as any targeted purpose for which the customer explicitly provided its consent.
- 17.3. Except in cases laid down by law or as a matter of extreme urgency, personal data will not be transferred under any conditions to third parties, except after the express prior and written consent of the customer.
- 17.4. When Jadimex calls on third parties as subcontractors, Jadimex monitors compliance with the relevant legislation when it is necessary to pass on personal data provided to Jadimex to these third parties.
- 17.5. Jadimex undertakes to take the necessary technical and organisational measures to protect personal data.
- 17.6. The customer shall have the right to access and to request free of charge improvements and/or cancellation of the collected personal data, as well as the right to withdraw his consent to processing.
- 17.7. The person responsible for processing your personal data at Jadimex is the communication person within the company that you can contact at [info@jadimex.be](mailto:info@jadimex.be). For more information, customers can always contact the Data Protection Authority at 1000 Brussels, Drukpersstraat 35 (022/74.48.00) or [www.gegevensbeschermingsautoriteit.be](http://www.gegevensbeschermingsautoriteit.be).

18. Competent courts and applicable law

- 18.1. In the event of disputes concerning this agreement, exclusive jurisdiction shall lie with the courts of the Leuven district.
- 18.2. However, Jadimex reserves the right to bring a dispute before the courts of the judicial district of the registered office or residence of the customer.
- 18.3. This agreement and all resulting acts are exclusively governed by Belgian law.
- 18.4. The party found to be in the wrong in such a dispute will reimburse the other party for all judicial, extrajudicial and other costs associated with the proceedings in accordance with the relevant legal provisions.