

## **1. APPLICABILITY AND ACCEPTANCE**

The terms and conditions below apply to any order accepted by JOEFIX-STUDIO. Unless otherwise agreed in writing by JOEFIX-STUDIO, the fact that the Buyer entrusts an order to JOEFIX-STUDIO shall automatically mean that the Buyer accepts all the terms and conditions of sale stated here. The general and special conditions contained in any order form or other document issued by the Buyer are not opposable to JOEFIX-STUDIO.

## **2. ORDERS**

Offers made by JOEFIX-STUDIO are always without obligation and are not binding. Orders are only definitively accepted by JOEFIX-STUDIO after they have been expressly accepted by JOEFIX-STUDIO in writing.

## **3. BRANDS**

JOEFIX-STUDIO expressly reserves the right to brand its products.

## **4. DELIVERY**

Delivery dates are provided by way of information only and are not binding on JOEFIX-STUDIO. Delays in delivery, whatever their cause, shall not entitle the customer to any damages, penalties, destruction of the order or rescission or termination of the agreement.

Delivery takes place ex transport, where the Buyer will inspect the goods and transfer of risk takes place.

## **5. COMPLAINTS**

All complaints regarding defects or non-conforming delivery must be notified to JOEFIX-STUDIO by registered letter within 8 days of delivery. If the Buyer fails to give written notice of any complaint within the above time limit, this shall be deemed to be an unconditional acceptance of the delivery and a waiver by the Buyer of any claim relating thereto.

## **6. PRICE**

Value Added Tax is not included in the price, nor any other taxes, customs or import duties and similar charges, all of which shall be borne by the Buyer. Packaging may be charged and never taken back.

## **7. TERMS OF PAYMENT**

Invoices are payable at the registered office of JOEFIX-STUDIO, at the agreed terms or, failing this, in cash without discount.

In the event of non - payment of the invoice, from the due date a lump sum compensation of 10%

of the non - paid amount with a minimum of 50,00 euro and an interest on arrears in the amount of 10% of the non - paid amount on an annual basis, counting from the due date, shall be due ipso jure and without prior notice.

Without prejudice to the above-mentioned provisions, JOEFIX-STUDIO reserves the right at all times to suspend any further delivery until full payment of the amounts due to JOEFIX-STUDIO has been made, or to regard the agreement as terminated ipso jure and without prior notice of default in respect of the whole or the part yet to be performed.

In the event of non - payment on the due date, the Buyer shall be obliged to return the goods to JOEFIX-STUDIO within 24 hours of receiving a registered letter to this effect. In the event of non - return during this period, JOEFIX-STUDIO may, ipso jure and at the Buyer's expense, immediately take back the goods delivered, and only by means of a written notification by registered letter to the Buyer, without prejudice to JOEFIX-STUDIO's right to claim damages.

## **8. RETENTION OF TITLE**

As long as the goods delivered have not been paid for in full, they shall remain the property of JOEFIX-STUDIO, on the understanding that the risk of loss and/or damage shall pass to the Buyer as provided for in Article 4.

## **9. WARRANTY**

JOEFIX-STUDIO does not provide any warranty for the Products delivered. For the Products for which the manufacturer provides a special guarantee, the Buyer should contact the manufacturer directly. Under no circumstances shall JOEFIX-STUDIO be liable for damage suffered directly or indirectly by the Buyer or any third party as a result of the use of the Products delivered or as a result of a defect in the Products delivered. Unless otherwise agreed, the performances on behalf of JOEFIX-STUDIO always constitute an obligation of means.

## **10. RETURN OF GOODS**

14 calendar days after delivery of the order by the carrier is the period within which the customer may return an order. It is the deadline to proceed with the return of orders or products. No returns will be accepted after the expiry of this period. The customer must notify any return within the times specified above by contacting Joefix-Studio to provide information about the return. The costs associated with the return - without prior error in the delivery/order by Joefix-Studio will be borne by the customer.

The customer is given the right to revoke the order, within 14 calendar days of receiving the order. Outside this period, order revocations will not be accepted, neither will orders for the delivery of goods made according to the Customer's specifications or clearly personalised, or which by their nature cannot be returned, which have been unsealed and/or used by the Customer. The Customer must notify Joefix-Studio , by e-mail ([info@joefix-studio.be](mailto:info@joefix-studio.be)) or by post (joefix-studio , moerkerkse steenweg 451, 8310 Sint-Kruis ) of his revocation within this 14-day period.

The costs of return shipments shall be borne by the Customer. To be exchanged or returned, the products must be in the same condition as you received them, in their

original packaging and must not have been used.

The refund will be made in the same means of payment used by the Customer.

#### **11. DISCLAIMER**

JOEFIX-STUDIO reserves the right to regard the agreement as terminated ipso jure and without prior notice of default in the event of bankruptcy, apparent insolvency as well as any change in the legal situation of the Buyer.

#### **12. APPLICABLE LAW - JURISDICTION**

Only Belgian law applies to all agreements with JOEFIX-STUDIO. In the event of a dispute, the courts of Bruges shall have exclusive jurisdiction.

#### **13. AMENDMENTS**

These General Conditions of Sale may be amended only with the express written agreement of JOEFIX-STUDIO. Furthermore, JOEFIX-STUDIO reserves the right to amend or modify these General Terms and Conditions of Sale at any time.