

I. Website - Responsible publisher

<u>Society</u>	CEKA BELGIUM S.A./N.V.
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<u>Telephone</u>	0032.(0)2.663.46.80
<u>Website</u>	https://cekabelgium.be

II. Website - Terms and conditions of use

1. Access to the site

Access to the <https://cekabelgium.be> website (hereinafter "the Site") is open to any user who complies with these General Terms and Conditions of Use (GTU). CEKA BELGIUM reserves the right to restrict, suspend or interrupt access to the Site, in whole or in part, at any time, without notice, in particular in the event of abnormal, abusive or unlawful behavior.

2. Intellectual property

All content appearing on the Website (texts, images, graphics, logos, videos, databases, structure of the website, etc.) is protected by intellectual property law and belongs exclusively to CEKA BELGIUM or its partners.

Any reproduction, representation, modification, distribution or exploitation, in whole or in part, without the prior written consent of CEKA BELGIUM, is strictly prohibited and constitutes an infringement punishable by the Belgian Code of Economic Law.

The user only has a private, non-exclusive and non-transferable right of use of the content for online consultation.

3. Responsibility

CEKA BELGIUM endeavours to provide information on the Website that is as accurate and up-to-date as possible. However, CEKA BELGIUM does not guarantee the accuracy, completeness or relevance of the information published, which may contain unintentional errors or omissions. This information is provided for information purposes only.

To the fullest extent permitted by applicable law, CEKA BELGIUM disclaims any liability for any indirect, incidental, special, consequential and/or punitive damages, any loss of profits, revenue, data, business opportunity or goodwill, arising out of or in connection with the use of or inability to use the Site, even if CEKA BELGIUM has been advised of the possibility of such damages. CEKA BELGIUM's total liability for any direct damage related to the use of the website is, in any event, limited to the amount paid by the user to CEKA BELGIUM during the last 30 days. The latter limitation shall not apply in the event of gross negligence, fraud or any other liability that cannot be excluded under applicable law.

The user is solely responsible for the use he makes of the Site, including the Webshop. The User undertakes to access the Website using suitable equipment, free of viruses, with an up-to-date browser and to have the required protection against the possible presence of viruses, Trojan horses, computer worms or other harmful elements.

It is strictly forbidden to use the Site:

- for purposes that are unlawful or contrary to public order;
- to disseminate viruses, malware, defamatory, violent, racist, or hateful content;
- to infringe the rights of CEKA BELGIUM or third parties (image rights, intellectual property, privacy, etc.);
- to unlawfully collect information about other users, the company, or the Site's infrastructure.

Any such behaviour may result in civil and/or criminal prosecution.

4. Use of the Webshop

The use of the online ordering module (Webshop) is subject to:

- a) To these T&Cs and its appendices (Privacy Policy, Cookies);
- b) The general terms and conditions of sale applicable and accessible on the Site;
- c) The special terms and conditions of sale relating to the Webshop.

In the event of a contradiction between the above-mentioned texts, the special conditions prevail over the general terms and conditions, which themselves prevail over the T&Cs.

In particular, the user undertakes to:

- provide accurate and complete information when identifying them prior to any purchase; Any user placing an order on behalf of a legal entity guarantees that he or she has all the mandates and powers required for this purpose;
- not to impersonate a third party or use any illicit or fraudulent means of payment;

- do not divert the Webshop from its normal use (fictitious orders, automated tests, malicious injections, etc.).

CEKA BELGIUM reserves the right to refuse or cancel any order that is manifestly fraudulent, abnormal or contrary to public order.

5. Changes

CEKA BELGIUM reserves the right to modify these General Terms and Conditions of Use and its appendices at any time. Users are invited to consult them regularly. Continued use of the Site after modification constitutes tacit acceptance of the new Terms of Use.

6. Personal data

The processing of personal data is governed by our Privacy Policy and our Cookie Policy, accessible on the Site.

7. Applicable law

These T&Cs are governed by Belgian law.

Any dispute relating to their interpretation or execution will be subject to the exclusive jurisdiction of the Commercial Court of Walloon Brabant, unless otherwise required to consumers may bring an action before the court of their domicile.

III. Website - Cookies Policy

1. Definition of cookies and purposes

The <https://cekabelgium.be> website, published by CEKA BELGIUM S.A., uses cookies and other similar trackers. Cookies are text files that are stored on your device when you visit our website. They allow us to collect information about your browsing to ensure the proper technical functioning of the site, improve your user experience, measure traffic and performance, display personalized content and advertisements, and facilitate sharing on social networks.

2. Types of cookies used

- **Necessary cookies** : Essential for the operation of the site and the provision of the services expressly requested (e.g. shopping cart management, securing the connection, choice of language).
- **Performance and analytics cookies** : Measure the audience and use of the site (e.g., Google Analytics). These cookies require your consent.
- **Personalisation cookies**: Remember your preferences (e.g. pages visited, products viewed) in order to offer you a smoother and more personalised browsing experience. These cookies require your consent.
- **Advertising cookies** : Enable us to offer targeted advertising on our site or third-party sites, based on your browsing. These cookies require your consent.
- **Social media cookies** : Facilitate the sharing of content on third-party platforms. These cookies, which may collect personal data through third-party platforms, require your consent.

3. Consent

In accordance with Book XII of the Belgian Code of Economic Law, the ePrivacy Directive and the General Data Protection Regulation (GDPR), we collect your explicit consent before enabling unnecessary cookies. You can manage your preferences via the cookie banner displayed on your first visit.

When you first visit our site, a cookie management banner is displayed. This banner allows you to:

- accept all cookies;
- refuse all non-essential cookies;
- Set your cookie preferences by category.

4. Cookie management

You can disable cookies through your browser settings or our cookie management tool. Note that disabling necessary cookies may affect access to certain features of the site.

5. Retention period


Cookies are kept for a maximum of 13 months. After this period, your consent will be requested again.

6. Third-party liability

Our website may contain cookies from third-party providers (e.g. Google, Facebook). CEKA BELGIUM accepts no responsibility for any further processing carried out by these third parties beyond our control. For more information, please see their privacy policies.

7. Contact

If you have any questions about our cookie policy or the exercise of your rights in relation to personal data, you can contact us:

 Last email: ceka@cekabelgium.be

 By mail: CEKA BELGIUM SA, Avenue Gustave Demey 57, 1160 Auderghem, Belgium

IV. Website - Privacy Policy

1. Data controller

CEKA BELGIUM SA is responsible for the processing of personal data collected, in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and Belgian legislation (Law of 30 July 2018), via the <https://cekabelgium.be> website.

2. Data collected

We may collect the following data, depending on your use of the site:

- Identification data (surname, first name, email, address, telephone number).
- Order data (purchase history, invoices, payment details, etc.).
- Browsing data (IP address, cookies, browsing preferences).
- Marketing data (newsletter subscription, shopping preferences).

We do not collect any sensitive data (ethnicity, health, political opinions, etc.).

3. Purposes of the processing

The data is used to:

- Process your orders and deliveries.
- Manage customer relations (support, complaints, log-in).
- To improve our website and personalize your experience.
- To comply with our legal obligations (invoicing, legal warranty).

4. Legal basis

Treatment is based on:

- Contract performance (orders, deliveries).
- Your consent (unnecessary cookies, marketing).
- Our legal obligations (CDE, taxation).
- Our legitimate interest (site improvement, statistical analysis).

5. Recipients of the data

Your data may be shared with:

- Our service providers (carriers, payment processors, hosting providers, etc.), it being understood that these subcontractors act on the basis of contracts guaranteeing the protection of your data.
- The competent authorities, in the event of a legal obligation.

Your data is hosted in Europe. Should a future provider nevertheless be based outside the EEA, we will ensure that it offers an adequate level of protection (European Commission Standard Contractual Clauses or equivalent) and comply with applicable legal principles.

6. Retention period

The data is kept for the time necessary for the purposes described, in accordance with the following provisions:

- Order data: 7 years (tax obligations)
- Inactive customer account: deletion 3 years after the last activity
- Marketing data: 3 years after last contact
- Browsing data: according to the lifespan of the cookies (see Cookies Policy)


Data may be kept for longer in the event of litigation.

7. User rights

In accordance with the GDPR and the Code of Economic Law, you have the following rights: access, rectification, erasure, limitation, portability, opposition, withdrawal of consent.

You can exercise your rights by contacting ceka@cekabelgium.be. You will receive a response within 30 days.

If you believe that your rights have not been respected, you can lodge a complaint with the Data Protection Authority (DPA), located at Rue de la Presse 35, 1000 Brussels

 +32 2 274 48 00;

 contact@apd-gba.be ;

 <https://www.autoriteprotectiondonnees.be>

8. Security

We implement technical and organisational measures to protect your data. In the event of a data breach, we will notify you according to the legal obligations.

9. Changes

This policy may be amended by CEKA BELGIUM to reflect legal, technical or functional developments. The current version is always accessible from the footer of the site.

Last updated: [16-07-2025]

V. General Terms and Conditions of Sale – Professional Customers

Article 1 – Scope of application

1.1. These B2B General Terms and Conditions of Sale (hereinafter referred to as "B2B T&Cs") apply to all orders placed by professional customers (natural or legal persons acting in the course of their professional activity) with CEKA BELGIUM, Avenue Gustave Demey 57, 1160 Auderghem, Belgium, CBE 0448 050 720.

1.2. By placing an order, the business customer unreservedly accepts these B2B T&Cs and waives the right to invoke its own terms and conditions.

1.3. CEKA BELGIUM may change its B2B T&Cs at any time. The applicable B2B T&Cs are those in force on the date of the order.

Article 2 – Orders

2.1. An order is binding after written confirmation from CEKA BELGIUM.

2.2. No cancellation or modification of an order is possible without the written consent of CEKA BELGIUM.

Article 3 – Prices

3.1. The prices of our goods are quoted in euros, excluding VAT and excluding any delivery/installation charges, unless expressly stated in writing otherwise.

3.2. The prices of our goods are valid until a new catalogue is published. Any promotional offer will only be valid for a period of 30 days, unless otherwise stipulated by CEKA BELGIUM.

3.3. Any delivery/installation costs are specified in the offer of CEKA BELGIUM, otherwise in any case before the final conclusion of the customer's order.

Article 4 – Payment

4.1. Unless otherwise agreed, invoices are payable in euros at the time of order, without discount.

4.2. In the event of late payment, a lump sum compensation of 10% of the amount due, with a minimum of €150, will be applied. Late payment interest will be calculated in accordance with the law of 2 August 2002 on the fight against late payment in commercial transactions, increased by 2% per year. Any reminder sent by registered mail will be charged €7.50 per shipment. Any late payment will be charged in priority to the fees, interest, and then the principal. Failure to pay an invoice on its due date makes all open invoices payable.

4.3. No payment shall be validly suspended or blocked by the Client due to any claim that is not supported by an enforceable title with the force of judgement.

Article 5 – Delivery

5.1. Provisions applicable to goods in stock

5.1.1. Delivery times: The delivery times for goods available in stock are firm.

5.1.2. Error in stock availability: In the event of an error in the indication of the availability of a product reported as being in stock, CEKA Belgium will inform the customer as soon as possible as soon as the error is discovered. If this error results in a large discrepancy between the firm delivery time initially indicated and the new estimated time, the customer will have the choice to cancel the order, without damage to either side, or to confirm that it will be maintained with the new deadline. The customer must communicate his decision in writing within 8 days of the notification of the error. In the absence of a response within this period, the customer will be deemed to have accepted the new deadline indicated by CEKA Belgium.

5.1.3. Remedies in the event of delay: If the delivery of goods in stock is not made, on the one hand, within 30 days of the stated firm delivery week and, on the other hand, notwithstanding a formal notice to remedy the delay within 30 days, the customer may request, in writing, the cancellation of the order. The refund will be made within 14 days of receipt of the request, unless otherwise provided for in applicable law.

5.2. Provisions applicable to goods ordered from a third-party company

5.2.1. Delivery times: Delivery times for goods not available in stock and ordered from a third party company are given as an indication. These times may vary depending on the supplier's processing or delivery times. CEKA BELGIUM will inform the customer of any significant changes in the estimated deadlines.

5.2.2. Remedies in the event of delay: If the delivery of a product ordered from a third-party company is not made, on the one hand, within 60 days of the given indicative delivery week and, on the other hand, notwithstanding a formal notice to remedy the delay within 30 days, the customer may request, in writing, the cancellation of the order. The refund will be made within 14 days of receipt of the request, unless otherwise provided for in applicable law.

5.2.3. Liability: CEKA BELGIUM disclaims, to the fullest extent permitted by applicable law, any liability for delays or defects in delivery attributable to any third party, except in the event of gross negligence or wilful misconduct on its part.

5.3. Common provisions

5.3.1. Delivery time: The deadlines, firm or indicative, are indicated prior to the final conclusion of any order and expressed in estimated weeks. Unless expressly stated as "stock available", any product ordered will be deemed to be ordered from a third party company.

5.3.2. Partial delivery: In the case of an order for several items containing goods ordered from a third-party company, the entire order will be received by our logistics provider in order to group the delivery/installation in one step. In the event of a delay in part of the delivery, either party may offer the other party to execute partial delivery of the available goods.

(a) If CEKA BELGIUM itself offers partial delivery, and except in the event of unforeseeability justifying the revision of the agreed delivery costs, such delivery will be made at no additional cost to the customer. The customer may accept or refuse such partial delivery in writing within one month of the proposal. In the event of an unreasonable refusal or lack of response, a storage fee of €50 per month opened and per goods will apply from the month following the date of the partial delivery proposal.

(b) If the customer requests partial delivery of the available goods, CEKA BELGIUM will communicate within one month of the customer's proposal the additional delivery costs resulting therefrom and the customer will notify CEKA of its agreement, or not, to the revised costs. In the absence of an agreement, the goods shall remain in storage by CEKA, without prejudice to its right referred to in point (a) above.

(c) The rights relating to remedies for delay or non-delivery of the remaining goods, in accordance with Sections 1 and 2 above, remain unaffected.

5.3.3. Suspension of deadlines in the event of late payment: Delivery deadlines, whether firm (goods in stock) or indicative (goods ordered from a third party), will be automatically suspended for the entire period during which the customer is not in order to pay. The suspension takes effect automatically from the date on which full payment of the order was due and will continue until receipt of full payment by CEKA BELGIUM.

5.3.4. Force majeure: In the event of force majeure affecting the third party company and/or CEKA BELGIUM (as defined by applicable law, including, without limitation, strikes, production interruptions or transport delays attributable to the supplier), CEKA BELGIUM's obligations relating to delivery will be automatically suspended for the duration of the force majeure event.

5.3.5. Withdrawal: Without prejudice to Article 5.3.2. (partial delivery), in the event that the order has to be collected by the customer (at the point of sale or in the warehouse), the customer undertakes to collect the order within one month from the date of availability indicated in the order or from the notification of availability sent by CEKA BELGIUM (by e-mail or any other appropriate means of communication). In case of non-collection within this period, a storage fee of €50 per month started and per product will automatically apply from the month following the date of availability or notification.

5.3.6. Transfer of risk: The goods remain the property of CEKA BELGIUM until they have been paid in full. Risk is transferred to the customer upon delivery (Ex Works, Incoterms 2020).

Article 6 – Obligations of the client

6.1. The customer represents and warrants:

- a) have informed and disclosed to CEKA BELGIUM, prior to the conclusion of the order, all the information necessary for the timely delivery of the goods, including all information concerning the accessibility of the premises, the absence of danger and the sufficient space for the delivery of the order;
- b) that the goods can be delivered to the address requested by the customer on the scheduled date;

- c) payment of the order price in accordance with the agreed terms;
- d) that in no way shall he assign, in any way and for any reason whatsoever, all or part of the duties on the goods delivered which have not yet been paid in full.

6.2. Any breach of the guarantees set out in Article 6.1. entitles CEKA BELGIUM, depending on the extent of the breach, cumulatively or separately:

- a) a fixed indemnity of €300 for any delivery postponed 24 hours before its occurrence due to the customer or which cannot be made on the scheduled day;
- b) to suspend all deliveries;
- c) unilaterally terminate any order concluded with the Client, in accordance with Article 10 below.

Article 7 – Claims & Guarantees

7.1. On pain of nullity, any complaint by the customer concerning an invoice and/or an apparent defect in goods must be notified by registered mail within 8 days of the date of receipt.

7.2. Unless otherwise stated in writing, new goods are guaranteed for 2 years against hidden manufacturing defects, except for the usual exclusions (including, but not limited to: normal wear and tear, intensive and/or inappropriate use, failure to comply with maintenance or assembly instructions, modifications or repairs carried out by the customer or any third party, deterioration caused by a third party, external events such as accidents, etc.). shocks, fires, acts of vandalism, water damage, natural or artificial light (in case of discoloration), natural disasters or bad weather). Any warranty claim must be notified in writing within 2 months of the discovery of the defect, with proof. The customer's action is in any case time-barred within one year from the day on which he noticed the lack of conformity.

7.3. CEKA BELGIUM alone has the choice to repair or replace the goods that are the subject of a claim or warranty claim in accordance with the provisions of this Article 7, without any further costs, indemnities or costs. CEKA BELGIUM will provide the customer, prior to any intervention, with a quote specifying the date of the intervention, as well as (a) the travel and labour costs applicable in the event of repairs and/or (b) the costs of replacement, removal/return applicable in the event of replacement.

Article 8 – Responsibilities

8.1. Conformity of the delivered goods and samples: Subtle differences in nuance between the samples and the delivered goods cannot be invoked against CEKA BELGIUM, as the goods are deemed to have been executed as closely as possible.

8.2. Limitations: Any liability of CEKA BELGIUM is limited, in any case, to compensation for direct material damage to the customer, to the exclusion of indirect material or immaterial damage, any loss of profit or loss of income.

Article 9 – Cancellation of the order

The customer may cancel, by his sole discretion, all or part of the order, even if the order has already been started and/or paid for with any third-party provider, by compensating CEKA BELGIUM for all its expenses, all its services, and everything it could have earned in this company. The parties agree to assess the loss of earnings at 40% of the price of the cancelled order.

Article 10 – Termination

10.1. CEKA BELGIUM reserves the right to withdraw from any order without notice in the following cases:

- a) Simple breach: CEKA BELGIUM will send a formal notice to the customer in writing. If the customer does not remedy the "simple" breach within 30 days of receipt of the formal notice, CEKA BELGIUM may terminate the order without further reminder.
- b) Serious breach: In the event of a serious breach of obligations by the customer, such as physical or verbal aggression towards the delivery drivers, employees or partners of CEKA BELGIUM, or any other behaviour seriously compromising the execution of the order.
- c) Force majeure: In the event of force majeure preventing CEKA BELGIUM from executing the order for more than 6 months.

10.2. In the event of termination for default, the Client shall be liable for a minimum compensation equivalent to 40% of the order price, as well as any other damages such as those that CEKA BELGIUM would be liable to a supplier or a third party due to such termination, to the fullest extent permitted by applicable law. No compensation will be due in the event of termination due to force majeure.

10.3. Notification and effects of termination: CEKA BELGIUM will inform the customer of the termination in writing, specifying the reason. Termination will take effect immediately on the date of notification.

Article 11 – Miscellaneous provisions

11.1. In the event that one or more provisions are declared invalid, illegal or unenforceable in any way, the validity, legality or enforceability of the other provisions shall not be affected or affected in any way. In addition, the parties undertake to replace the stipulation affected by such nullity in such a way as to provide for a new stipulation in accordance with the legal requirements and the spirit of the affected stipulation.

11.2. No waiver of any right of CEKA BELGIUM hereunder shall be acquired and final without a signed written waiver of such right.

11.3. CEKA BELGIUM's contractual documents and any order are governed by Belgian law.

11.4. The Parties agree to submit any dispute relating to the validity, interpretation, or execution of orders to the exclusive jurisdiction of the Company Court of Walloon Brabant.

VI. General Terms and Conditions of Sale – Consumers

Article 1 – Scope of application

1.1. These B2C General Terms and Conditions of Sale (hereinafter referred to as "B2C GTC") apply to all orders placed by consumer customers (within the meaning of the law) with CEKA BELGIUM, Avenue Gustave Demey 57, 1160 Auderghem, Belgium, CBE 0448 050 720.

1.2. By placing an order and signing these B2C T&Cs, the customer accepts them without reservation. CEKA BELGIUM may change its B2C T&Cs at any time. The applicable B2C T&Cs are those in force on the date of the order.

Article 2 – Orders

2.1. An order is binding after written confirmation from CEKA BELGIUM.

2.2. No changes to the order are possible without the written consent of CEKA BELGIUM.

Article 3 – Prices

3.1. The prices of our goods are quoted in euros, excluding VAT and excluding any delivery/installation charges, unless expressly stated in writing otherwise. VAT and the aforementioned costs are the responsibility of the customer.

3.2. VAT payable by any customer established in Belgium amounts to 21% of the price indicated.

3.3. Any delivery/installation costs are specified in the offer of CEKA BELGIUM, otherwise in any case before the final conclusion of the customer's order. These are calculated according to the size of the order, the number of men required, the route to be travelled, as well as the mutually agreed acceptance procedures (floors to be climbed, etc.).

3.4. The prices of our goods are valid until a new catalogue is published. Any promotional offer will only be valid for a period of 30 days, unless otherwise stipulated by CEKA BELGIUM.

Article 4 – Payment

4.1. Unless otherwise agreed, invoices are payable in euros at the time of order, without discount.

4.2. In the event of total or partial non-payment of the price of an order by the agreed due date, CEKA BELGIUM will apply penalties and late payment interest in accordance with Articles XIX.2, XIX.3 and XIX.4 of the Code of Economic Law. A first free reminder will be sent to the customer on a durable medium allowing a period of 14 calendar days to regularize the payment, starting on the third working day following the mailing or the calendar day following the electronic mailing. In the event of non-payment within this period, CEKA BELGIUM shall be entitled to claim default interest and a lump sum indemnity within the limits set out in Article XIX.4, with interest accruing from the calendar day following the sending of the first reminder (Article XIX.2, § 4). At the customer's request, CEKA BELGIUM will provide without delay,

on a durable medium, the proof of debt and the information on the dispute, in accordance with Article XIX.3. Any late payment will be charged in priority to the fees, interest, and then the principal. Failure to pay an invoice on its due date makes all open invoices payable.

Article 5 – Delivery

5.1. Provisions applicable to goods in stock

5.1.1. Delivery times: The delivery times for goods available in stock are firm. Any delivery of goods in stock will take place within 30 days of the order, on the date mutually agreed between the parties.

5.1.2. Error in stock availability: In the event of an error in the indication of the availability of a product reported as being in stock, CEKA BELGIUM will inform the customer as soon as possible as soon as the error is discovered. If this error results in a large discrepancy between the firm delivery time initially indicated and the new estimated time, the customer will have the choice to cancel the order, without damage to either side, or to confirm that it will be maintained with the new deadline. The customer must communicate his decision in writing within 15 days of the notification of the error. In the absence of a response within this period, the customer will be considered to accept the new deadline indicated by CEKA BELGIUM.

5.1.3. Remedies in the event of delay: If the delivery of goods in stock is not made, on the one hand, within 30 days of the order and, on the other hand, notwithstanding a formal notice to remedy the delay within 30 days, the customer may request, in writing, the cancellation of the order. The refund will be made within 14 days of receipt of the request, unless otherwise provided for in applicable law.

5.2. Provisions applicable to goods ordered from a third-party company

5.2.1. Delivery times: Unless otherwise agreed in writing, delivery times for goods not available in stock and ordered from a third party company are given as a guideline. These times may vary depending on the supplier's processing or delivery times. CEKA BELGIUM will inform the customer of any significant changes in the estimated deadlines.

5.2.2. Remedies in the event of delay: If the delivery of goods ordered from a third-party company is not made, on the one hand, within 60 days of the given indicative delivery week and, on the other hand, notwithstanding a formal notice to remedy the delay within 30 days, the customer may request, in writing, the cancellation of the order. The refund will be made within 14 days of receipt of the request, unless otherwise provided for in applicable law.

5.2.3. Liability: CEKA BELGIUM disclaims, to the fullest extent permitted by applicable law, any liability for delays or defects in delivery attributable to any third party, except in the event of gross negligence or wilful misconduct on its part.

5.3. Common provisions

5.3.1. Delivery time: The deadlines, firm or indicative, are indicated prior to the final conclusion of any order. Unless expressly stated as "stock available", any product ordered will be deemed to be ordered from a third party company.

5.3.2. Partial delivery: In the case of an order for several items containing goods ordered from a third-party company, the entire order will be received by our logistics provider in order to group the delivery/installation in one step. In the event of a delay in part of the delivery, either party may offer the other party to execute partial delivery of the available goods.

(a) If CEKA BELGIUM itself offers partial delivery, and except in the event of unforeseeability justifying the revision of the agreed delivery costs, such delivery will be made at no additional cost to the customer. The customer may accept or refuse such partial delivery in writing within one month of the proposal. In the event of an unreasonable refusal or lack of response, a storage fee of €50 per month opened and per goods will apply from the month following the date of the partial delivery proposal.

(b) If the customer requests partial delivery of the available goods, CEKA BELGIUM will communicate within one month of the customer's proposal the additional delivery costs resulting therefrom and the customer will notify CEKA of its agreement, or not, to the revised costs. In the absence of an agreement, the goods shall remain in storage by CEKA, without prejudice to its right referred to in point (a) above.

(c) The rights relating to remedies for delay or non-delivery of the remaining goods, in accordance with Sections 1 and 2 above, remain unaffected.

5.3.3. Suspension of deadlines in the event of late payment: Delivery deadlines, whether firm (goods in stock) or indicative (goods ordered from a third party), will be automatically suspended for the entire period during which the customer is not in order to pay. The suspension takes effect automatically from the date on which the payment was due and will continue until the full payment is received by CEKA BELGIUM.

5.3.4. General force majeure: In the event of force majeure affecting the third party company and/or CEKA BELGIUM (as defined by applicable law, including, without limitation, strikes, production interruptions or transport delays attributable to the supplier), CEKA BELGIUM's obligations relating to delivery will be automatically suspended for the duration of the force majeure event.

5.3.5. Withdrawal: Without prejudice to Article 5.3.2. (partial delivery), in the event that the order has to be collected by the customer (at the point of sale or in the warehouse), the customer undertakes to collect the order within one month from the date of availability indicated in the order or from the notification of availability sent by CEKA BELGIUM (by e-mail or any other appropriate means of communication). In case of non-collection within this period, a storage fee of €50 per month started and per product will automatically apply from the month following the date of availability or notification.

5.3.6. Transfer of risk: The goods remain the property of CEKA BELGIUM until they have been paid in full. Risk is transferred to the customer upon delivery (Ex Works, Incoterms 2020).

Article 6 – Obligations of the client

6.1. The customer represents and warrants:

- e) have informed and disclosed to CEKA BELGIUM, prior to the conclusion of the order, all the information necessary for the timely delivery of the goods, including all

information concerning the accessibility of the premises, the absence of danger and the sufficient space for the delivery of the order;

- a) that the goods can be delivered to the address requested by the customer on the scheduled date;
- b) payment of the order price in accordance with the agreed terms;
- c) that in no way shall he assign, in any way and for any reason whatsoever, all or part of the duties on the goods delivered which have not yet been paid in full.

6.2. Any breach of the guarantees set out in Article 6.1. entitles CEKA BELGIUM, depending on the extent of the breach, cumulatively or separately:

- a) a fixed indemnity of €150 for any delivery postponed 24 hours before it occurs due to the customer or which cannot be made on the scheduled day;
- b) to suspend all deliveries;
- c) to consider the order terminated at the fault of the Customer, in accordance with Article 9.2.b) below.

Article 7 – Claims & Guarantees

7.1. On pain of nullity, any complaint by the customer concerning an apparent defect in goods must be notified by registered mail or by email with acknowledgement of receipt within 2 months of the date of receipt.

7.2. New goods are guaranteed for 2 years against latent manufacturing defects, except for the usual exclusions (including, but not limited to: normal wear and tear, intensive and/or inappropriate use, failure to comply with maintenance or assembly instructions, modifications or repairs carried out by the customer or any third party, deterioration caused by a third party, external events such as accidents, etc.). shocks, fires, acts of vandalism, water damage, natural or artificial light (in case of discoloration), natural disasters or bad weather). Any warranty claim must be notified in writing within 2 months of the discovery of the defect, with proof. The customer's action is in any case time-barred within one year from the day on which he noticed the lack of conformity.

7.3. The consumer customer has the right to demand from CEKA BELGIUM, in the event of a lack of conformity, pursuant to Article 1649quater of the former Civil Code, either the repair or replacement of the goods, or a proportional reduction in the price or the cancellation (total or partial) of the sale, in compliance with the conditions laid down by law.

Article 8 – Responsibilities

8.1. Conformity of the delivered goods and samples: Subtle differences in nuance between the samples and the delivered goods cannot be invoked against CEKA BELGIUM, as the goods are deemed to have been executed as closely as possible.

8.2. Limitations: Any liability of CEKA BELGIUM is limited, in any case, to compensation for direct material damage to the customer, to the exclusion of indirect material or immaterial damage, any loss of profit or loss of income.

Article 9 – Cancellation of the order

9.1. Without prejudice to any right of withdrawal granted to him by law, the customer may terminate, by his sole discretion, all or part of the order, even if the order has already been started and/or paid for with any third-party supplier, by compensating CEKA BELGIUM for all its expenses, all its services, and of all that it could have earned in this enterprise (Art. 1794, C. civ.). The parties agree to assess the loss of earnings at 40% of the price of the cancelled order.

9.2. The customer shall be irrevocably and tacitly deemed to withdraw from any order in the following cases:

- a) If the customer does not remedy any "simple" breach within 30 days of receipt of the formal notice sent by CEKA BELGIUM.
- b) In the event of a serious breach of obligations by the customer, such as physical or verbal aggression towards the delivery drivers, employees or partners of CEKA BELGIUM, or any other behaviour seriously compromising the execution of the order.

CEKA BELGIUM will inform the customer of its notice of termination, in writing, specifying the reason.

Article 10 – Miscellaneous provisions

10.1. In the event that one or more provisions are declared invalid, illegal or unenforceable in any way, the validity, legality or enforceability of the other provisions shall not be affected or affected in any way. In addition, the parties undertake to replace the stipulation affected by such nullity in such a way as to provide for a new stipulation in accordance with the legal requirements and the spirit of the affected stipulation.

10.2. No waiver of any right of CEKA BELGIUM hereunder shall be acquired and final without a signed written waiver of such right.

10.3. CEKA BELGIUM's contractual documents and any order are governed by Belgian law.

10.4. The Parties agree to submit any dispute relating to the validity, interpretation, or execution of orders to the exclusive jurisdiction of the Company Court of Walloon Brabant.

VII. Special Terms and Conditions of Sale – Webshop

1. Scope

These special terms and conditions of sale apply exclusively to all orders placed using the CEKA BELGIUM webshop module.

2. Payment terms

Payments requested by the Webshop for any order can be made in euros using the following methods:

- a) Bancontact - Mister Cash: Fast & convenient! Payment via Direct Banking is secure, fast and simple. It is taken care of and processed directly by our respective service providers, who are also beneficiaries. Your payment is directly recorded and we process your order.
- b) Mollie (Bank & Credit Cards, Bancontact, Belfius Direct Net, ING Home'Pay): We accept Visa, Mastercard.
- c) PayPal: By clicking on the payment button, you will be redirected to the PayPal website.
- d) Prepayment by bank transfer: Choose to pay securely in advance with a payment by bank transfer. After placing your order, you will receive an order confirmation and invoice by email with details, including our bank details and structured communication. Please proceed quickly with the bank transfer as we can only process your order after receipt of payment. Please also indicate the structured communication mentioned on the invoice when making your bank transfer. Your order will be processed after payment has been received.
- e) 30-day invoice: This payment method is only possible for existing Belgian business customers. As a private individual, it is not possible to pay via the payment method "30-day invoice". This method of payment is always subject to the approval of your file, which CEKA BELGIUM reserves the right to review from time to time.
- f) Peppol – Simple and Secure Payments to Public Institutions (*in preparation*)

3. Delivery/installation only in Belgium.

The customer has the choice, when ordering:

- To opt for collection from the warehouse and assembly, by himself and/or by any third party of his choice, of the order. If necessary, collection will be carried out by appointment at our showroom, Avenue Gustave Demey, 57, 1160 Brussels; or
- Opt for delivery and installation organised by CEKA BELGIUM. Free delivery and installation of the furniture if easy access and unobstructed premises on any order of at least 1,150 EUR excl. VAT (1,391.5 EUR incl. VAT). For all orders below this

amount, and unless there are difficulties, we charge 100 EUR excl. VAT (121 EUR incl. VAT); or

- Opt for the simple delivery, without assembly, organised by CEKA BELGIUM. Free delivery costs for chairs without assembly after the first door on any order of at least 300 EUR excl. VAT (363 EUR incl. VAT) delivered in Belgium.

CEKA BELGIUM expressly draws the customer's attention to the fact that some items require professional handling and assembly. If you have any questions, contact us (ceka@cekabelgium.be).

Any offer to install the goods is, unless expressly agreed otherwise, limited to the territory of Belgium.

Any delivery and/or installation costs are specified prior to the conclusion of the sale.

4. Right of withdrawal (B2C)

4.1. In accordance with Article VI.45 of the CDE, consumers have the following right of withdrawal for purchases made on <https://cekabelgium.be>:

You have the right to withdraw from your order without giving any reason within fourteen days. The withdrawal period expires 14 days after the day on which you, or a third party other than the carrier and designated by you, takes physical possession of the last goods ordered.

To exercise the right of withdrawal, you must notify us of your decision to withdraw by means of an unambiguous statement (by email to ceka@cekabelgium.be or by registered post to Avenue Gustave Demey 57, 1160 Auderghem).

4.2. To exercise this right, you may, in particular, but not oblige, use the following model:

MODEL WITHDRAWAL FORM

(Please complete and return this form only if you wish to withdraw from the contract)

A l'attention de CEKA BELGIUM, Avenue Gustave Demey 57, 1160 Auderghem,
ceka@cekabelgium.be

- I/We (*) hereby notify you (*) my/our (*) withdrawal from the contract for the sale of the goods (*)/for the provision of services (*) below

- Ordered on (*)/received on (*)

- Name of consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only in case of notification of this form on paper)

-Date

4.3. CEKA BELGIUM reserves the right, depending on the nature and size of the goods, to collect them by its own means. We will notify you without delay, if necessary. In all other cases, you must return or return the goods to us or to our warehouse X-Team / CEKA Belgium Diegemstraat 29 -1800 Vilvoorde Maxime Devis without undue delay and, in any event, no later than 14 days after you have communicated your decision to withdraw from your order. This period is deemed to have been met if you return the property before the expiry of the fourteen-day period. You will have to pay the direct costs of returning the property. These costs are estimated at a maximum of around EUR 200.

4.4. In the event of withdrawal by you, we will refund all payments received from you, including delivery costs (with the exception of additional costs arising from the fact that you have chosen, where applicable, a delivery method other than the less expensive standard delivery method offered by us) without undue delay and, in any event, no later than fourteen days from the day on which we are informed of your decision to withdraw from the order. We may, however, defer reimbursement until we have received the goods or until you have provided proof of dispatch of the goods, whichever is earlier. We will process the refund using the same payment method you used for the original transaction, unless you expressly agree otherwise; In any case, this refund will not entail any costs for you.

4.5. You are only liable for the depreciation of the goods resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of the goods.