**General conditions**

**Article 1 General provisions**

1.1. Welcome to (IB Concept)! We are a company dealing with (automotive parts).

1.2. These general terms and conditions apply to everything we do at (IB Concept), including but not limited to offers and agreements between us and our clients, which we hereinafter refer to as "Client".

1.3. If we deviate from these terms and conditions, it must be in writing and expressly agreed between us and the Client.

1.4. We expressly reject any purchasing or other terms and conditions of the Client.

1.5. If one or more provisions of these general terms and conditions are declared invalid, void or annulled, the other provisions shall remain in force. We will then replace the invalid, void or nullified provisions with new provisions that correspond as closely as possible to the invalid, void or nullified provisions.

1.6. Our failure at any time to demand performance of one or more provisions of the contract, including the provisions of these general terms and conditions, does not affect our rights to still demand performance by the Client at a later time.

1.7. These general conditions do not apply if we deviate from them in the agreement between us and the Client.

**Article 2 Offers, formation and modification of agreement**

2.1. At (IB Concept) we do our best to make the best offers to our clients, but all our offers are without obligation unless we expressly state otherwise in the offer.

2.2. An agreement is established only when we and our Client agree in writing.

2.3. Once we have an agreement, it can only be changed if we agree to it in writing with the Client. For example, we can only agree in writing to changes in the quantity or price of the products or services we provide.

**Article 3 Prices and payment**

3.1 Prices and VAT. All prices quoted by (IB Concept) are inclusive of VAT and other government levies, unless expressly stated otherwise.

Payments must be inclusive of VAT and/or other taxes.

3.2 Additional goods, works and services. Prices shall apply only to the goods, services and works named in the contract.

Any goods delivered, work performed and/or services rendered in addition thereto by (IB Concept) will be charged separately at prices as in effect on the day of delivery and/or service.

3.3 Changes in Price. Prices quoted by (IB Concept) are based on purchase prices, taxes and other such factors applicable at the time of quotation.

If after the conclusion of the agreement one or more of the aforementioned factors undergo changes, (IB Concept) is entitled to change the agreed price.

3.4 Payment Terms. All invoices shall be paid by the Client in accordance with the payment terms agreed upon and stated on the invoice.

In the absence of such conditions, the Client must pay within 14 days of the invoice date.

3.5 Default. If the Client fails to pay the amounts due within the agreed period, the Client shall be in default by operation of law.

The Client will owe statutory interest on the outstanding amount, without prejudice to its other obligations.

3.6 Costs of collection. Costs of collection, both judicial and extrajudicial, shall be borne by the Client, subject to a minimum of €250.

3.7 Order of satisfaction

Payments made by the Client shall always serve to settle firstly all interest and costs due and secondly due and payable invoices that have been outstanding the longest.

**Article 4 Claims**

4.1 Objection to invoice

If the Client objects to an invoice from (IB Concept), it must notify the Client in writing within 8 days of the invoice date. If the Client fails to complain in a timely manner, her claim to correction of the invoice will be forfeited.

4.2 Consequences of Complaints. A complaint by the Client does not suspend its payment obligations. This means that despite the objection, the Client must pay the invoice within the agreed period.

4.3 Client's Duty to Examine. It is the responsibility of the Client to examine the goods, services and works immediately upon receipt for visible defects. If any visible defects are found, the Client must complain in writing to (IB Concept) about them within 8 days of receipt.

4.4 Warranties and complaints procedure. In addition to the obligation of the Customer to complain in a timely manner in the event of visible defects, the Customer may also claim any guarantees given by (IB Concept). This is subject to the complaints procedure drawn up by (IB Concept) and available on its website.

4.5 Burden of proof in the event of complaints. In the event of a complaint by the Customer, the burden of proof is on the Customer to prove that the delivered product does not comply with the agreement. If (IB Concept) considers the complaint well-founded, it will proceed to repair or replace what has been delivered.

4.6 Limitation period. A complaint by the Client is only valid if it is made within a reasonable period of time. A reasonable period is not mentioned in the law, but in practice a period of 2 months after discovery of the defect is considered reasonable. Claims made after this period will not be considered.

**Article 5 Dissolution and termination**

5.1 Dissolution by (IB Concept). (IB Concept) may, without being liable to pay any damages by reason thereof, dissolve in writing with immediate effect and without judicial intervention all or part of its agreement with the Customer if:

a. the Client applies for suspension of payments or bankruptcy or is declared bankrupt or offers an arrangement outside bankruptcy, or any part of its assets are seized;

b. the Client is placed under administration or receivership;

c. legal debt restructuring arrangements are declared in respect of the Client;

d. the Client ceases its operations, ceases to pursue its statutory purpose, decides to liquidate, otherwise loses its legal personality or transfers or merges its business;

e. the Client fails to fulfill one or more obligations arising from the relevant agreement, or fails to do so on time or properly.

5.2 Consequences of dissolution. Due to dissolution, mutually existing claims become immediately due and payable.

The provisions of the preceding paragraph are without prejudice to the other rights to which (IB Concept) is entitled in the event of the Client's failure to perform, such as those to claim damages and/or fulfillment of the agreement.

5.3 Termination by the parties. If the agreement by its nature and content does not end by means of a specific performance and has been entered into for an indefinite period of time, it may be terminated by either party by written notice after proper consultation and stating reasons.

If no notice period has been agreed upon between the parties, reasonable notice must be given.

(IB Concept) shall in such case never be liable for damages on account of termination.

**6.1 Termination or suspension of the agreement**

If, due to force majeure, fulfillment of the agreement without default is not possible for (IB Concept), it has the right to terminate the agreement in whole or in part or temporarily suspend the performance of the agreement, without being liable for any damages.

6.2 Definition of Force Majeure. Force majeure means a circumstance that prevents performance of the agreement and cannot be attributed to (IB Concept). Examples include strikes and illness of personnel, business disruptions, governmental measures and transport disruptions. Both if these occur at (IB Concept) and at its suppliers.

6.3 Partial performance. If (IB Concept) has already partially fulfilled its obligations before the occurrence of force majeure, or will only be able to partially fulfill its obligations due to the occurrence of force majeure, it will be entitled to invoice the part already delivered or deliverable separately. The Client is obliged to pay this invoice as if it were a separate agreement.

6.4 Appeal to force majeure after expiration date. (IB Concept) shall be entitled to invoke force majeure, even if the non-attributable circumstance preventing performance of its commitment occurs after it should have fulfilled its obligation.

**Article 7 Liability**

7.1 Limitations on Liability. (IB Concept) shall not be liable for damages except in the cases described in this article.

7.2 Exclusion of indirect damages. (IB Concept) shall not be liable for indirect damages, including consequential damages, lost profits, missed savings and damages due to business interruption.

7.3 Limitation of direct damage. (IB Concept) shall only be liable for direct damage resulting from an attributable breach of its obligations under the agreement or in tort, up to the amount equal to the amounts invoiced or to be invoiced to the Customer under the agreement, excluding VAT and other government levies, up to a maximum of €10,000.

7.4 Conditions for liability. The liability of (IB Concept) only arises if the Customer has given (IB Concept) written and proper notice of default, setting a reasonable time for remedying the breach, and (IB Concept) continues to fail imputably in the performance of its obligations even after that time.

7.5 Force Majeure. (IB Concept) shall not be liable if any failure is the result of force majeure.

7.6 Exception to limitations. The limitations in this Article shall not apply if the damage is the result of intent or gross negligence of (IB Concept) or its executive subordinates.

7.7 Limitation period. Any liability of (IB Concept) shall expire upon the expiration of one year from the time the damage occurred, provided that any liability of (IB Concept) shall in any event expire upon the expiration of one year from the end of the agreement with which the damage is most related.

**Article 8 Indemnification**

8.1 Indemnification for non-performance of obligations. The Client shall indemnify (IB Concept) against all possible claims of third parties arising from non-compliance by the Client with the obligations resting on the Client pursuant to an agreement and these General Terms and Conditions.

8.2 Indemnification in the event of damage. The Customer further indemnifies (IB Concept) against claims by third parties relating to damage arising in connection with the performance of an order. If the Customer is held liable by a third party for damage for which the Customer and/or the third party can or will hold (IB Concept) (jointly) liable, the Customer must inform (IB Concept) thereof in writing within 8 days of the claim by the third party.

8.3 Settlement of claims. The Customer shall only settle such claims in consultation with (IB Concept) under penalty of forfeiture of the Customer's claims against (IB Concept).

**Article 9 Confidentiality**

9.1 The parties recognize the confidential nature of the information they receive from each other under the Agreement. They undertake to keep all confidential information secret and to use it only for the purpose for which it was provided.

9.2 Confidential information shall mean any information, in any form, which is designated as confidential by either party or which can reasonably be assumed to be confidential in nature.

9.3 The parties will take all reasonable measures to protect confidential information and will not disclose such information to third parties, except to the extent necessary for the performance of the agreement or if they are required to do so by law.

9.4 The obligation of confidentiality remains in effect even after termination of the agreement.

9.5 If a party must provide information to a third party, such as a government agency or a regulator, that party shall promptly notify the other party, unless a legal requirement prohibits that party from notifying the other party.

9.6 In case of breach of the obligation of confidentiality, the breaching party shall be liable for the damage suffered by the other party as a result.

**Article 10 Disputes and applicable law**

10.1 Dispute Resolution. If any disputes arise between the Client and (IB Concept) which cannot be settled amicably, they will be submitted to the competent court in (Brussels). Both parties shall conform to the judgment of this court.

10.2 Applicable Law. All agreements between the Client and (IB Concept) shall be governed by Belgian law. Any disputes between the parties shall be settled in accordance with Belgian law and case law.