GENERAL TERMS AND CONDITIONS (version 3.0)

Art. 1 – These general terms and conditions apply to all legal relationships in which Promation BV, with registered office at Eindeke 15, 2221 Booischot, Belgium and company number 0843180814 ("Promation") acts as (potential) seller and/or contractor and/or supplier of goods and/or services. This includes all agreements, offers, quotations and (digital) communications from Promation, unless expressly agreed otherwise in writing. The applicability of general terms and conditions of any other party is expressly excluded. The fact that Promation concludes an agreement without objecting to the terms and conditions of the other party does not imply acceptance of those conditions.

For agreements concerning rental or hire-purchase of installations, separate, specific contracts are drawn up as an addendum to these general terms and conditions. In the event of contradiction, the provisions of the rental or hire-purchase contract take precedence for specific arrangements, but these general terms and conditions remain applicable in a supplementary capacity.

Art. 2 – Photos, catalogues or other promotional documents from Promation are non-binding and have no contractual value. All offers and quotations are non-binding and only bind Promation after written acceptance or after commencement of execution.

The counterparty acknowledges, upon placing an order or signing a quotation, that they have been sufficiently and correctly informed by Promation regarding the goods, services or works.

An agreement is only concluded after written order confirmation, advance invoice or commencement of execution. Promation reserves the right to refuse any order or attach conditions to it.

In case of conflict between an accepted order and these general terms and conditions, the general terms and conditions shall prevail, unless expressly agreed otherwise in writing.

The counterparty may only terminate an agreement unilaterally subject to payment of: (i) services already performed, and (ii) a fixed and irreducible compensation of 20% (excl. VAT) on the not yet delivered portion.

Art. 3 – Promation provides its services under a best-efforts obligation. The counterparty guarantees that they possess all rights, approvals and permits necessary for the execution of the contract. The counterparty will independently verify this.

Art. 4 – Delivery or execution terms are indicative and non-binding. Delay does not entitle the counterparty to compensation or termination.

Promation may perform and invoice the assignment in stages.

Delivery is ex works (Incoterms) at the registered office. Storage of goods pending delivery or collection is at the counterparty’s risk and expense.

If execution is suspended by the counterparty, Promation will determine when the works can resume, without any compensation for delay.

Promation is entitled to suspend or cancel delivery or execution in case of force majeure, incorrect information, or default by the counterparty (see Art. 11).

Art. 5 – All prices are exclusive of VAT, duties, levies and additional costs. Prices are not automatically valid for follow-up orders.

If real cost factors (materials, wages, exchange rates, etc.) change, Promation may adjust the price accordingly.

Invoices are payable within 30 days of the invoice date. In case of late payment, the following amounts are due by law and without notice: (i) 10% annual interest from due date; (ii) fixed compensation of 10% on the outstanding amount.

Legal costs are borne by the counterparty. Payments are applied first to interest, then to costs, and finally to the principal amount, starting with the oldest invoice.

Invoices are deemed accepted unless contested by registered mail within 8 calendar days.

Promation may offset any amounts it owes to the counterparty with debts of the counterparty to Promation.

Art. 6 – Until the counterparty has paid in full, the delivered goods remain the property of Promation. Promation may reclaim these goods at the counterparty's expense.

Upon delivery or notice of collection, all risks are transferred to the counterparty.

During the retention of title, the counterparty may not dispose of, lease, pledge, or otherwise encumber the goods, and must insure them adequately. Upon Promation’s first request, the counterparty shall grant access to the location of the goods so Promation can recover them at its own expense.

Art. 7 – At Promation’s first request, the counterparty must provide adequate security within 7 days. Failure to do so entitles Promation to terminate the agreement or suspend its services. All outstanding amounts become immediately due.

Art. 8 – The counterparty must inspect the goods and services at delivery or execution. Complaints about visible defects or non-conformities must be reported in writing with justification:

* within 14 calendar days of delivery, execution or notification;
* before use or resale;
* before production or SAT/FAT if applicable.

Failure to notify within this period is considered unconditional acceptance and final delivery. The complaint period may be extended in writing by mutual agreement depending on the nature or size of the project.

Hidden defects must be reported by registered letter within 10 business days after discovery or when reasonably discoverable.

Promation does not accept complaints: (i) if the goods are used for purposes other than intended; (ii) if modified or repaired by third parties; (iii) in case of poor maintenance or improper use; (iv) if instructions are not followed.

For valid complaints, Promation may, at its discretion, repair, replace, supplement or refund the product (upon return). No further compensation is owed.

Art. 9 – The counterparty is responsible, at its own cost, for providing all useful and necessary information, access and facilities (e.g., electricity, safety). If not complied with, Promation may suspend services or take necessary measures at the counterparty’s risk and expense.

Art. 10 – All intellectual property rights (including software) remain the exclusive property of Promation. Use is limited to internal use with the agreed installation, upon full payment. Software integrated in an installation remains Promation’s property and may not be copied, distributed, or otherwise reproduced unless explicitly authorized in writing. This also applies to custom software or adaptations made for or on behalf of the counterparty.

Confidential information may not be disclosed or used for other purposes, even after the contract ends. The counterparty is responsible for ensuring compliance by its staff and third parties. Breach of this clause results in a fixed penalty of EUR 100,000, without prejudice to Promation’s right to claim higher compensation in case of demonstrable damage.

Art. 11 – In case of default, bankruptcy, judicial reorganization or suspension of payment by the counterparty, Promation may terminate or suspend the agreement without compensation.

In case of force majeure, Promation may postpone or terminate the agreement without liability. Examples: strike, illness, natural disasters, war, pandemics, supplier failures, technical defects.

If force majeure persists > 3 months on the counterparty’s side, Promation may also terminate. Completed services remain payable.

Art. 12 – Except in case of intentional misconduct or fraud, Promation is not liable for indirect damages such as loss of profit, customers, production, or additional costs.

Total liability is limited to the contract value or, if insured, to the amount covered by the insurance. Promation is not obliged to activate its insurance coverage.

No liability is accepted for:

* improper use or maintenance;
* infrastructure or consumable defects;
* external impacts (fire, water, etc.);
* wear and tear;
* minor differences in colour or dimensions if technically unavoidable.

The counterparty shall indemnify Promation against all third-party claims, unless in case of Promation’s intentional fault. Instructions from the counterparty cannot be considered as intent.

Art. 13 – Deviations from these terms are only valid if agreed in writing.

If a clause is invalid, the remaining provisions remain in force. The invalid clause will be replaced by a valid one that reflects the original intent as closely as possible.

The counterparty may not transfer its rights without written consent. Promation may do so freely.

Art. 14 – Provisions on intellectual property, liability and confidentiality remain in force after termination of the agreement.

Art. 15 – All agreements with Promation are governed exclusively by Belgian law. The Vienna Convention (CISG) is excluded. Only the courts with jurisdiction over Promation’s registered office are competent in case of disputes.