

Website: www.bivit.com
(hereinafter referred to as 'Platform')
is an initiative of:

Bivit NV
Westlaan 14, 8560 Gullegem, Belgium
Company number (VAT): BE 0439 165 025
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(hereinafter referred to as 'Bivit NV')

1. Scope

These general conditions of use (hereinafter referred to as "GCU") apply to any visit or use of the Platform and its information by an internet user (hereinafter referred to as the "User"). By visiting or using the Platform, the User acknowledges that he / she has read and expressly accepts the GCU's, the rights and duties stated therein. Exceptionally, a written agreement is necessary to renounce the GCU's. Such deviations may exist in the amendment, addition or deletion of the provisions to which they relate and are without prejudice to the application of the other provisions of the GCU's. We reserve the right to update or change our GCU's at any time and without prior notice, but we are committed to the terms that were in effect when you used our Platform.

2. Platform

a. Accessibility and navigation

We take all reasonable and necessary measures to ensure the proper functioning, the safety and accessibility of our Platform. We can, however not offer an absolute guarantee of operation and therefore our actions are considered to be covered by an obligation of means. Any use of the Platform is always at the User's own risk. So we are not liable for damage that may result from any malfunction, interruptions, defects or even harmful elements on the Platform. We reserve the right to restrict access to the Platform or the interrupt its operation at any time, without prior notice.

b. Content

Bivit NV largely determines the content of the Platform and takes great care of the information on it. We take every possible measure to make our Platform as complete, accurate and up-to-date, even when the information is provided by third parties. We reserve the right to change the Platform supplement or delete its content at any time, without any liability. Bivit NV cannot offer an absolute guarantee with regard to the quality of the information on the Platform. As a result, this information may not be always complete, accurate, sufficiently accurate or current. Consequently, Bivit NV cannot be held liable for any damage, direct or indirect, that the User could suffer as a result of the information provided on the Platform information. If certain content of the Platform violates the law or the rights of third parties or is contrary to morality, we request that you email us as soon as possible so that we can take appropriate action. Any download from the Platform is always at the User's own risk. Bivit NV is not liable for any damage, direct or indirect, that results of such downloads, such as data loss or damage to the computer system of the User, which is the sole and exclusive responsibility of the User.

3. Links to other websites

The Platform may contain links or hyperlinks to external websites. Such links do not automatically imply that there is a relationship between Bivit NV and the external party website or even that there is an implicit agreement with the content of this external websites. Bivit NV has no control over external websites. We are therefore not responsible for the safe and correct operation of the hyperlinks and their final destination. As soon as the user clicks on the hyperlink, exits he / she the Platform. We can therefore not be held liable for further damage.

4. Intellectual property

The structuring of the Platform, but also the texts, graphics, images, photos, sounds, videos, databases, computer applications, etc. that make up the Platform, that are composed or accessible through the Platform are the property of the publisher and as such are protected by applicable laws in the area of intellectual ownership.

Any representation, reproduction, adaptation, partial or complete exploitation of the content, brands and services offered by the Platform, in any way also, without the prior, express and written consent of the publisher, is strictly prohibited, except for elements expressly stated as royalty-free on the Platform. The User of the Platform has a limited right to access, use and display of the Platform and its content. This right is granted to non-exclusive, non-transferable basis and should only be used for personal and non-commercial purposes. Unless otherwise in writing agreed, the User is not allowed to use the protected elements, to modify, reproduce, translate, distribute, in whole or in part sell, or to communicate to the public. The User is prohibited from entering data on the Platform that the content or appearance of the Platform.

5. Protection of personal data

Bivit NV assures the users that they attach the utmost importance to protect their privacy and personal information, and always strives to communicate clearly and transparently on this point. The personal data provided by the user during his visit or use provided from the platform are for internal purposes only, collected and processed by Bivit NV. Bivit NV undertakes to comply with the applicable legislation on this area, namely the Act of 8 December 1992 on the protection of the personal privacy with regard to the processing of personal data and the European regulation of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and regarding the free traffic of that data. The User's personal data are processed in accordance with the agreement with the Privacy Policy available on the Platform.

6. Governing Law and Competent Jurisdiction

These GCU's are governed by Belgian law. In case of dispute and in the absence of an amicable settlement, the dispute will be brought before the courts of the judicial district where Bivit NV has its registered office.

7. Other provisions

Bivit NV reserves the right to change, expand, delete, limit or interrupt the Platform and associated services at any time, without prior notice and without liability. In the event of a breach of the GCU's by the User, Bivit NV reserves the right to take appropriate sanctions and compensation measures. Bivit NV reserves the right to refuse User access to the Platform or to refuse services temporarily or permanently.

These measures can be done without specification of reasons and are taken without prior notice. They cannot entail liability of Bivit NV, nor give rise to any form of compensation. The illegality, total or partial invalidity of any provision of our GCU's will not affect the validity and application of the other provisions. In such a case, we have the right to replace the provision by another valid and comparable provision.

1. Field of application:

All commercial transactions concluded between "NV BIVIT", whose registered office is at 8560 Gullegem, Westlaan 14, with business number BE0439.165.025 (hereinafter "Bivit") and the customer, both concluded at Bivit's registered office, and orders or purchases made remotely (fax, mail, etc.), and at the customer's headquarters or operational site, are governed by these general terms and conditions. By placing his/her order/purchase, the customer acknowledges having taken cognizance of the general terms and conditions of Bivit and accepting them. These terms and conditions always take precedence over the customer's terms and conditions, even if they state that they are the only ones that apply. These general terms and conditions do not affect the legal rights that would be conferred on the customer under Belgian law. The possible invalidity of one or more clauses from these conditions does not affect the applicability of all other clauses. In the event of the invalidity of one of the provisions, Bivit and the customer will, to the extent possible, and according to their loyalty and conviction, negotiate to replace the invalid provision with an equivalent provision that corresponds to the general spirit of the present general terms and conditions. The fact that Bivit fails to demand strict application of any of the provisions of these terms and conditions cannot be regarded as an implicit waiver of the rights held by Bivit under these terms and conditions and does not prevent Bivit from demanding strict compliance with those provisions later on. Bivit reserves the right to adjust or change their terms and conditions at any time. It is the responsibility of the customer to consult these terms and conditions regularly.

2. Quotation:

Catalogues, newsletters, notes, brochures, publicity announcements, etc. cannot be regarded as binding quotations for the products described or depicted. Quotations from Bivit are entirely without obligation and can only be considered as an invitation to purchase or to place an order by the customer, unless explicitly stated otherwise. A quotation is only valid for a specific assignment and therefore does not automatically apply to subsequent similar assignments. Quotations only include those products that are explicitly mentioned in them. Every quotation is valid while supplies last, unless stated otherwise in the quotation.

3. Implementation of the purchase:

All purchases are considered concluded at the registered office of Bivit. Orders are passed on by mail or telephone by the customer, after which Bivit returns an acknowledgement to the customer with a detail of the order. The customer must check the acknowledgement the same day. The next day at 9 a.m. the order goes into production and no more changes can be made. The customer is responsible for the information (s)he provides when placing an order. If data are communicated incorrectly or incompletely, Bivit cannot be held liable for non-delivery or late delivery. All orders are accepted exclusively without prejudice and subject to the stocks and manufacturing potential. Bivit works with fresh products and customized. If an order is cancelled, even partially, after it has already been taken into production, the full order will be charged to the customer.

4. Price:

All prices are expressed in Euro and are exclusive of VAT and do not include any delivery, shipping or other administrative costs, unless explicitly stated otherwise. Insofar as the prices are based on the then current purchase prices of raw materials and resources, exchange rates, wage costs, social contributions and government charges, transport costs, insurance premiums and/or other costs, Bivit is entitled, in the event of an increase or decrease of one or more of these price factors, to raise or lower their prices accordingly and in accordance with legally authorized standards.

5. Advance payment:

Bivit always reserves the right to ask the customer at his own discretion whether or not to request 50% of the total amount as an advance payment or to ask the customer for full payment before proceeding with the execution of the agreement.

6. Delivery:

Indication of the time of delivery is always approximate. Exceeding of the planned deadline cannot under any circumstances, give rise to compensation or termination of the agreement at the expense of Bivit, except in the case of intent or gross negligence on the part of Bivit. Changes to the order automatically void the proposed delivery times. Bivit can in no way be held liable for delays, incurred as a result of the default of suppliers, the customer and/or any other third party. Exceeding the delivery period by Bivit does not exempt the customer from his obligations. Bivit reserves the right to make partial deliveries with regard to any order. The transfer of risk for contamination, degeneration or disappearances with regard to the commodities always takes place at the moment that the customer collects them at Bivit's registered office or when they are handed over for transportation by Bivit.

7. Defects:

The customer must carry out the verification immediately upon delivery of the products. The customer must report deviations and/or defects to Bivit, under penalty of nullity, before use and in any case within 3 calendar days after delivery by registered letter with picture or by e-mail message with picture and with acknowledgement of receipt from Bivit. In the absence of an acknowledgement of receipt from Bivit, a registered letter must still be addressed to Bivit. If no complaints are communicated within this term, the customer is deemed to have approved and accepted the delivery. Under penalty of inadmissibility of the complaint, the customer must be able to prove that he has correctly stored the products before and after discovering the defects. The customer must under no circumstances return the products to Bivit without the prior agreement of the latter. Bivit reserves the right to ascertain the defects on the spot, together with the customer, and to examine the causes. Submitting a complaint does not entitle the customer to suspend his payment obligations. The customer is bound to reimburse the costs incurred as a result of unjustified complaints. The guarantees that Bivit offers to the customer are, at Bivit's own discretion and insight, limited to (full or partial) replacement and/or return of the products concerned, with crediting to the customer. The customer acknowledges that Bivit does not guarantee that the goods meet the regulations or requirements that apply in any jurisdiction except the regulations or requirements

that apply in Belgium.

8. Payment:

The invoices are payable within a period of 30 calendar days after date of invoice, unless stated otherwise on the invoice. After three orders, each paid within 30 days, direct debit can be allowed. Cash discount will only be granted in the case of direct debit. Invoices can only be validly protested in writing by registered letter within 8 calendar days after date of invoice and stating the date and number of invoice and a detailed explanation, with the exception of complaints regarding the quality, composition or other characteristics of the goods delivered for which the regulation under no. 7 applies. For every invoice that has not been paid in full or in part on the due date, a late-payment interest of 15% per year will be charged by force of law, without prior notice of default, and furthermore the amount due will be increased by 15% of the invoice amount, with a minimum of one hundred and fifty euros (€ 150.00) (excl. VAT), by way of a flat-rate compensation, even if grace periods have been granted, without prejudice to Bivit's right to reclaim higher compensation. If a customer fails to pay one or more outstanding claims to Bivit, Bivit reserves the right to immediately stop any further delivery or execution and to consider, without any notice of default, other orders cancelled, in which case payment is due as provided for in Article 3. Moreover, this entails the immediate claimability of all other invoices, even those that have not yet expired and all granted payment terms and conditions shall be cancelled. The same applies in the event of imminent bankruptcy, judicial or amicable dissolution, suspension of payments, as well as for any other fact that would indicate the insolvency of the customer. The unconditional payment of part of an invoice amount applies as the explicit acceptance of the invoice. Partial payments are always accepted without any prejudice and without any disadvantageous acknowledgement, and first allocated to the collection costs, then to the penalty clause, the interest due and finally to the oldest outstanding principal.

9. Reservation of ownership:

Bivit reserves the ownership of the products delivered to the customer, even in the form of a finished product, for as long as the customer has not fully paid the invoice and any costs, interests and all other supplies. Nevertheless, the risks of loss or destruction of the products will be borne in full by the customer from the moment of delivery. The customer undertakes to immediately notify Bivit by registered letter of any seizure of the delivered products that would have been made by a third party. In the event that the customer resells the products belonging to Bivit, he will then transfer to Bivit all claims arising from this resale, if Bivit chooses to do so.

10. Liability:

With the exception of the indemnification by Bivit in accordance with the above guarantee provision, the liability of Bivit is limited to the invoice value (excl. VAT) of the products they supplied and in any case limited to the liability that is legally imposed. Bivit is under no circumstances obliged to compensate for indirect damage (such as, but not limited to loss of income or damage to third parties). Bivit is neither liable for defects that are directly or indirectly caused by an act of the customer or a third party, regardless of whether they are caused by an error or negligence. The mixing of the delivered goods by the customer himself or by a third party is done under the full responsibility and risk of the customer. Bivit cannot be held liable in any way for direct or indirect damage resulting from this mixing.

11. Force majeure/hardship:

If Bivit, due to force majeure, is unable to carry out their obligations or if this implementation has become unreasonably encumbered, they shall have the right to suspend the implementation wholly or partially and either provisionally for the duration of this force majeure or definitely, without being held to give any prior notice or to pay any compensation. Conventionally considered as cases of force majeure include: war, blockade, uprising, strike or lockout, seizure, shortage of means of transport, general scarcity and/or unforeseen price increases of raw materials or products, restrictions on energy consumption and this either at Bivit or at one of their suppliers, etc.

12. Personal data:

The customer authorizes Bivit to include the personal data provided by the customer in an automated database. Bivit acts in accordance with GDPR legislation. The customer explicitly agrees that his/her personal data can be used for administrative purposes, such as creating and maintaining a customer database, shipments and invoices, checking solvency, as well as for products and/or services offered by Bivit within the framework of the contractual relationship between Bivit and the customer and the sending of relevant commercial information by post or by e-mail. Bivit will never pass on this personal information to third parties unless this is explicitly permitted by the customer or requested by judicial authorities or when it is legally required to do so. The customer has the right to modify or to view his/her personal information.

13. Choice of law:

Only Belgian law is applicable, unless otherwise stipulated by mandatory regulations.

14. Disputes:

all disputes fall under the jurisdiction of the Commercial Court at Ghent, Division Kortrijk.