

# GENERAL TERMS AND CONDITIONS

## Article 1: General

1. "Vervit", "we", "us" : Vervit bv with registered office at Karnemelkstraat 2-4, 9060 Zelzate, with company no.: BE0463068793
2. The "buyer", "customer": The company to whom Vervit supplies products and/or services.
3. "Agreement": Every agreement that is concluded between Vervit and customer and every revision thereof.
4. Except as otherwise explicitly agreed in writing between Vervit and customer, the general terms and conditions apply to all agreements that are concluded between Vervit and customer, as well as to quotations and offers from Vervit.
5. By placing an order, you agree to be legally bound to the terms and conditions stipulated in this document.

## Article 2: Quotations

1. Unless otherwise agreed in writing, all offers and quotations from Vervit, are for informative purpose only.
2. An agreement is only established when Vervit confirms receipt of payment, written order confirmation or purchase order.
3. Unless otherwise determined, all prices are excl. VAT.

## Article 3: Terms of delivery

1. Lead time and costs of transportation indicated in quotations and offers are for informative purpose only. Unless explicitly agreed, these terms are not binding. We do not guarantee any fixed time or date for delivery.
2. Delivery term commences on the day that the agreement is concluded.
3. Pricing for delivery indicated in offers and quotation is valid for 14 days after offer date. When a customer processes payment later than 14 days after offer date, without confirmation from Vervit that costs of transportation haven't changed, additional costs may be billed to the customer.
4. Unless otherwise indicated in our invoice, quotation or offer, shipments are only prepared once 100% prepayment has been received.
5. The terms of delivery shall be interpreted in accordance with the most recent ICC incoterms:  
DAP via Courier Express (boxes)  
DAP Truck (Europe)  
CPT Airport indicated (Air Freight, pallets)  
CFR Port indicated (Sea Freight, pallets, full container)  
Unless specifically agreed upon in writing, additional insurance is not included in our offers. If customers require additional insurance, this should be declared during the initial quotation request.
6. In the following link you can find our packaging info: [https://setis-systems.be/media/documents/SETIS\\_packaging\\_information.pdf](https://setis-systems.be/media/documents/SETIS_packaging_information.pdf)
7. Boxes and pallets are packed and wrapped according to IPPC 15 Standards.
8. Wood-chip compressed pallets or Heat-treated wood pallets, certified by ISPM-15 norm, are used to ship our products worldwide.
9. It's the customer's responsibility to inform which additional documentation is required. If this information is not provided during the quotation request, we are not obliged to provide said documentation.
10. It's the customer's responsibility to ensure we have all the necessary contact details to notify the customer or his broker about any progress regarding delivery of the shipment. We are not liable if the customer fails to provide this information or fails to pick up the shipment on a timely manner. Any additional customs/storage cost this may induce is charged to the customer.

## Article 4: Retention of title

1. All products remain the property of Vervit until the buyer has fulfilled all its contractual obligations.

## Article 5: Intellectual property

1. Vervit explicitly reserves all of its Intellectual Property Rights, in the most extensive interpretation possible, including its patents, trademarks, trade names, copyrights, drawings, models, protocols and know-how. All of the Intellectual Property Rights never transfer to the buyer.
2. Any information that is shared by Vervit remains strictly confidential.

## Article 6: Payment

1. Payment has to be made according to the terms specified in the agreement. The payment term is a strict deadline. If the buyer fails to pay in time or in full, a daily interest rate of 8%, according to Belgian legislation: B.S. 18/07/2019, will be applicable. According to DIRECTIVE 2011/7/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 16 February 2011 on combatting late payment in commercial transactions.
2. Customer is not entitled to set off any claim on Vervit against the amounts charged by Vervit.
3. Payment must be made by wire transfer in €. International wire transfers have to be made in format "OUR", customer bears all bank transaction and currency conversion fees. Below you can find the link to our payment conditions: [https://setis-systems.be/media/documents/Payment\\_information\\_1\\_OwyheDG.pdf](https://setis-systems.be/media/documents/Payment_information_1_OwyheDG.pdf)
4. If there is an outstanding claim, any payment by the customer will serve to pay the interest first.

## Article 7: Warranty

1. The Compressor and Air Dryer, which have been specifically selected, come with 1 year warranty from their respective supplier. It's recommended to have a local technician install the Air Handling Equipment.
2. Our Control Unit comes with 1 year warranty by us.
3. All plastic components, such as bioreactors and its accessories, are considered renewables and come without serial numbers and/or warranty.
4. Warranty does not apply in the case of incorrect use by the customer.

## Article 8: Reclamations

1. Complaints regarding the products and services supplied by Vervit must be submitted in writing within eight days after delivery.
2. Any complaint about products supplied by Vervit must be accompanied by photos and specific descriptions of the damage/defect.
3. If the customer claims not to have received all ordered products, the customer should accompany his claim with pictures of the products as they were delivered (before unpacking the boxes/pallets) and pictures of the products received. If any mistake has been made, our checklists enable us to detect this omission and we will take our responsibility and cover the costs to deliver the missing product(s).
4. Before reaching out to us, any damage due to transportation must be ruled out. We kindly request to attach your correspondence with the forwarder / intermediary transport company, to your reclamation e-mail.
5. If there is a clear manufacturing error, we cover all the costs of replacement.

## Article 9: Returning products

1. If the customer no longer needs the products delivered by Vervit, Vervit is in no way obliged to take back the products or to provide a solution.
2. If the customer returns the products in case of warranty, we cover the costs to send the replacement product. Costs to return the original product are covered by the customer.
3. If there is a clear manufacturing error, we cover all costs of replacement.

## Article 10: Privacy

1. The processing of personal data is based on the necessity of this data for the fulfilment of the obligations contained in the agreement between the buyer and Vervit.
2. Vervit will only share data from the buyer to third parties for the purpose of fulfilling its obligations.
3. In accordance with the EU General Data Protection Regulation, GDPR, the buyer has the right to request access to and request rectification or erasure of personal data.
4. If you have any further questions regarding our privacy policy, please send an e-mail to [info@vervit.be](mailto:info@vervit.be)

## Article 11: Applicable Law

1. Belgian law is applicable to the agreement between Vervit and customer.
2. Any dispute will be resolved exclusively by the Courts of Gent, Belgium. The Vienna Sales Convention does not apply.