

# SUNSLICE SRL

## GENERAL TERMS AND CONDITIONS OF SALE FOR PROFESSIONAL CONSUMERS

### 1. Designation of the seller

Sunslice SRL

Limited liability company with a capital of 268,000 euros,

Having its registered office at Chemin du Cyclotron 6, 1348 Louvain-la-Neuve, Belgium

Registered at the Nivelles Trade and Companies Register under number 0680.47.46.95,

Website address: " [www.sunslice-solar.com](http://www.sunslice-solar.com) "

VAT number : BE 0680 47 46 95

Customer service on the website: [service@sunslice-solar.com](mailto:service@sunslice-solar.com)

After sales service: [service@sunslice-solar.com](mailto:service@sunslice-solar.com)

### 2. General provisions relating to these general terms and conditions of sale (hereinafter referred to as the T&C)

#### 2.1. Purpose of the T&C

The T&C are applicable to our business partners.

#### 2.2. Scope of application of the T&C

The General Terms and Conditions of Sale (T&C) govern the sale of products by SUNSLICE, hereinafter referred to as SUNSLICE, to buyers who are professionals (hereinafter referred to as professionals) and, together with the order form, constitute the contractual documents that are binding on the parties, to the exclusion of all other documents, brochures, catalogues or photographs of the products, which are only indicative in nature.

The status of professional applies to any natural or legal person contracting in the exercise of an industrial, commercial, craft, liberal, agricultural or other activity, as long as it is of a professional nature.

The T&C are applicable to all products delivered to professionals, in all countries.

The T&C are drafted as well as all the contractual information mentioned on the website in French and English..

#### 2.3. Availability and enforceability of the T&C

The General Terms and Conditions of Sale are available to professionals on the seller's website where they can be consulted directly and can also be communicated to them on request by telephone, e-mail or post.

The T&C are opposable to the professional who, by receiving a link, document or being made aware of the availability of the T&C on the Sunslice website, acknowledges having been made aware of them and having accepted them before placing an order..

Confirmation of the order implies that the purchaser has accepted the T&C in force on the day of the order, which SUNSLICE will keep and reproduce.

## **2.4. Modification of the T&C**

SUNSLICE reserves the right to change its terms and conditions at any time.

In the event of a change in the T&C, the applicable T&C shall be those in force on the date of the order, a copy of which dated to that date may be given to the professional on request.

## **2.5. Clauses of the T&C**

The nullity of a contractual clause does not lead to the nullity of the T&C, unless it is an impulsive and determining clause which led one of the parties to conclude the sales contract.

The temporary or permanent non-application of one or more provisions of the T&C by SUNSLICE does not constitute a waiver of the other provisions of the T&C, which continue to apply.

## **3. Products**

### **3.1 Characteristics**

The products offered for sale on the website are each the subject of a description (drawn up by the supplier or accessible on the manufacturer's website).

The photographs illustrating the products do not constitute a contractual document.

### **3.2 Instructions for use**

The way in which the product is to be used, if this is an essential element, is mentioned on the website or any other datasheet provided by Sunslice.

### **3.3 Compliance**

The products comply with the requirements in force relating to the safety and health of persons and fair trading at the time they are placed on the market.

For products offered for sale : the products comply with the requirements of Belgian law in force at the time they are placed on the market.

## **4. Awards**

### **4.1. Selling prices**

The prices in the catalogue or price list are given in euros excluding tax, unless otherwise stated.

The prices indicated do not include shipping costs. These may vary depending on the nature of the product purchased and the place of delivery.

### **4.2 Modification**

SUNSLICE reserves the right to modify the price of the products at any time, it being understood that the price shown in the catalogue on the day of the order will be the only one applicable to the customer.

The total price indicated on the customer's order invoice is the final price, including all taxes.

## **5. Offer**

### **5.1. Area**

The sales offers presented on the website or by any other means are intended for professionals residing in Belgium and/or in a member country of the European Union and for deliveries in continental Europe. For deliveries outside of this geographical area, a request for a delivery rate must be sent to SUNSLICE by e-mail to the following address: [contact@sunslice-solar.com](mailto:contact@sunslice-solar.com)

### **5.2. Duration**

The sales offers are valid, in the absence of any indication of a specific duration, as long as the products are listed in the electronic catalogue and within the limits of available stocks.

### **5.3. Acceptance**

The acceptance of the offer by the trader is validated, in accordance with the double-click procedure, by the confirmation of the order.

## **6. Control**

### **6.1. Steps for concluding the contract**

To place an order, the professional, after having filled his virtual basket with the selected products and the desired quantities, then clicks on the "Order" button and provides the information relating to delivery and the method of payment.

Before clicking on the "Confirm order" button, the professional has the possibility to check the details of his order and its total price and to return to the previous pages to correct any errors or possibly modify his order.

The confirmation of the order implies acceptance of the T&C and forms the contract.

If the professional uses an order form instead of ordering directly on the website, the order is validated upon receipt of the order form.

An e-mail acknowledging receipt of the order and payment is sent by the seller as soon as possible.

## **6.2. Order modification**

Any change to the order by the professional after confirmation of the order is subject to SUNSLICE's acceptance.

## **7. Contract**

### **7.1. Conclusion**

The sales contract is formed when the professional sends the confirmation of his order.

### **7.2. Archiving and evidence**

The confirmation of the order is proof of the transaction.

### **7.3. Withdrawal**

No cancellation of a definitive order, in whole or in part, will be accepted without the express consent of SUNSLICE.

Business customers do not have a withdrawal period for the purchase of products or services.

## **8. Payment**

### **8.1. Terms of payment**

The price is payable in full after confirmation of the order.

Payment is made immediately upon ordering:

- By credit card (VISA, Mastercard, Bancontact). The order validated by the customer will only be considered effective when the total amount (excluding transaction costs) has been received by Sunslice.

- By bank transfer. The order validated by the customer will only be considered effective when the transfer has reached the account of Sunslice.

### **8.2. Billing**

An invoice is available on the website [www.sunslice-solar.com](http://www.sunslice-solar.com) if an account has been created or by email when ordering.

## **9. Price reductions and discounts**

Price reductions may be granted by SUNSLICE, particularly in the case of established business relationships or large-scale purchases of SUNSLICE products by the same customer.

This price reduction will be fixed during the sales negotiations.

## **10. Transfer of ownership**

The products ordered remain the property of the seller until full payment of the price by the customer.

## **11. Delivery**

### **11.1. Terms of delivery**

Deliveries are made to the address indicated in the order form.

The risks are borne by the customer from the moment the products leave the SUNSLICE premises. In the event of damage during transport, a reasoned complaint must be made to the carrier within three working days of delivery. In addition, precise and clear reservations must be made on the delivery note.

SUNSLICE cannot, under any circumstances, be held responsible if the products ordered cannot be delivered to the customer's home due to the small size of the premises or the means of accessing them, except in cases where the difficulty was expressly indicated to SUNSLICE at the time of the order.

### **11.2. Delivery time**

The delivery date indicated on the invoice is only an estimate. SUNSLICE cannot be held responsible for any delay in delivery.

## **12. Flat-rate compensation for collection costs**

Late payment penalties are payable without the need for a reminder. Any professional in a situation of late payment is automatically liable to the creditor for a fixed indemnity for collection costs, the amount of which is set by decree. When the collection costs incurred exceed the amount of this fixed compensation, the creditor may request additional compensation, upon justification.

The amount of the fixed compensation for collection costs is set at 40 euros.

The interest rate for late payment is 2%.

## **13. Guarantees**

### **13.1. Legal guarantees**

All products supplied by SUNSLICE are covered by the legal guarantee against hidden defects provided for in the Civil Code.

### **13.2 Commercial warranty**

Some of the products are sold under SUNSLICE's (or the manufacturer's) commercial guarantee and are then accompanied by a guarantee voucher specifying the conditions and procedures for implementing this guarantee.

In case of non-conformity of the delivered product with the ordered goods, it can be returned to the seller who will take it back and exchange it.

#### **14. Complaints and returns**

The customer is obliged to check the goods at the time of delivery and must mention to Sunslice any reservations he intends to make about the condition of the goods received (conformity of the goods delivered with those ordered, manufacturing defects, transport damage, etc.).

Except in the case of hidden defects, no complaint will be accepted after receipt of the goods by the customer if the latter has not been mentioned at reception of the order.

In the event of non-conformity of the goods or hidden defects, customers may return the order to SUNSLICE for exchange without penalty.

Nevertheless, the products in question must be returned in their original packaging, undamaged, without signs of use and accompanied by all the documents that came with the delivery. Furthermore, no goods may be returned without SUNSLICE's prior consent and instructions for return.

In the event of problems or complaints, the customer is therefore requested to contact our customer service department by telephone on +32 499 13 38 34 / +32 476 92 46 08 or by e-mail at [service@sunslice-solar.com](mailto:service@sunslice-solar.com)

#### **15. Liability**

The photographs on the website and in the catalogue cannot replace the product description. They are displayed for information purposes only.

SUNSLICE is therefore only responsible for the editorial content of the website and cannot guarantee that the products displayed in the catalogue or on the website [www.sunslice-solar.com](http://www.sunslice-solar.com) are exactly the same.

SUNSLICE is not liable for the non-fulfilment of the order by the customer, for the unforeseeable and insurmountable actions of a third party, or for force majeure.

Furthermore, SUNSLICE declines all responsibility for any use of the product by the customer that does not correspond to the use that could normally be expected of it.

As a professional, the customer is solely responsible for the choice of storage and use of the products purchased from SUNSLICE.

In this respect, the customer declares that he/she is fully aware of the characteristics of the products sold by SUNSLICE, acknowledges that he/she has obtained all the necessary information concerning their use, maintenance and storage conditions, and consequently has proceeded to purchase and use them with full knowledge of the facts.

## **16. Intellectual property**

The elements reproduced on the Sunslice website ([www.sunslice-solar.com](http://www.sunslice-solar.com)), which are the exclusive property of the publisher, are protected by copyright and trademark law.

Any reproduction and dissemination of these elements, without prior written permission from the publisher, will expose the offenders to legal proceedings.

## **17. Personal data**

SUNSLICE reserves the right to compile a file containing information on all its customers, to collect this information using cookies in particular, and to pass it on to commercial partners.

The customer expressly agrees to the creation of this file, which contains all information relating to the use of the website [www.sunslice-solar.com](http://www.sunslice-solar.com) and the products that SUNSLICE may obtain.

Customers may object to the disclosure of their details by notifying SUNSLICE. Furthermore, they have the right to access and rectify their personal data.

These actions can be exercised via the website or at the following address:  
[service@sunslice-solar.com](mailto:service@sunslice-solar.com)

## **18. Settlement of disputes**

In the event of a dispute relating to the violation of a contractual obligation under this contract, the parties undertake, in the first instance, to seek an amicable solution.

If no solution can be found, the courts of BRUSSELS in Belgium shall have jurisdiction in the event of a dispute, notwithstanding the plurality of defendants or in the event of a warranty claim.

## **19. Applicable law**

This contract and the T&C governing it are exclusively subject to Belgian law