

CLMTextfinity NV – General Sales Terms and Conditions

Article 1. Definitions and Scope

1. These General Sales Terms and Conditions (hereinafter the 'Conditions') apply to all offers, sales, and deliveries of products and services (hereinafter the 'Products') made by Textfinity NV, Hoge Mauw 118, 2370 Arendonk, Belgium (hereinafter 'Textfinity'), to any natural or legal person acting in the course of a business or profession (hereinafter the 'Customer').
2. These Conditions apply to all agreements unless explicitly agreed otherwise in writing.. Deviations or amendments are binding only if confirmed in writing by Textfinity.
3. The Customer's general or purchasing terms shall not apply, unless expressly accepted in writing by Textfinity.

Article 2. Offers and Orders

1. All offers issued by Textfinity are non-binding unless expressly stated otherwise. Offers remain valid for 30 days unless otherwise agreed in writing. Transport cost will be recalculated at least 2 weeks before shipment date because of fluctuations in oil prices, geo-political situations or force majeure. Offers are based on information provided by the Customer, who guarantees its accuracy and completeness.
2. A contract is concluded only upon Textfinity's written order confirmation. Cancellations by the Customer until 30 days after order confirmation shall entitle Textfinity to a fixed indemnity of 30% of the order value, unless Textfinity proves higher actual damages. This indemnity reflects administrative, engineering and lost production capacity
3. Catalogues, brochures, price lists, and technical documentation are indicative and non-binding unless explicitly confirmed in writing. Textfinity retains ownership and copyright of all documents supplied.

Article 3. Prices and Terms of Payment

1. Prices are expressed in euros (EUR) or in the customers local currency upon request and are exclusive of VAT& taxes, travel and lodging costs.
2. Transport, insurance, installation, and other charges will be included upon request of customer
3. Standard payment conditions for laundry machines are 30% to secure order, 70% before shipment of the machines
4. Standard payment conditions for spare parts : payment is due within thirty (30) days from the invoice date, unless otherwise agreed in writing. Textfinity's invoices are payable at its registered office.

5. In the event of late payment and ignoring our reminders, the Customer shall owe, by operation of law and without prior notice, default interest as provided under the Belgian Act of 2 August 2002 and a fixed compensation of ten percent (10%) of the outstanding amount with a minimum of EUR 250. Texfinity may suspend deliveries until full payment is received.
6. Texfinity may suspend performance in case of non-payment.
7. All delivered Products remain the property of Texfinity until full payment of the principal, interest, and costs.
8. Texfinity reserves the right to adjust prices in case of significant increases in raw material, energy, labour or transport costs.

Article 4. Delivery and Transfer of Risk

1. Unless otherwise agreed in writing, delivery shall be EX WORKS (Incoterms 2020) Arendonk, Belgium / Nantong, China. Risk passes to the Customer upon delivery to the carrier.
2. Delivery dates are indicative and non-binding. Delays shall not entitle the Customer to cancel the order or claim damages, unless caused by wilful misconduct or gross negligence.
3. If the Customer fails to collect or accept delivery on the agreed date, Texfinity may charge storage costs of one percent (1%) of the order value per week of delay, without prejudice to other remedies.
4. The Customer must inspect the Products upon delivery and notify defects within 7 days.

Article 5. Installation and Acceptance

1. If installation or commissioning is agreed, the Customer shall ensure that all preparatory works, foundations, connections, and permits are completed in due time at its own cost and risk.
2. Acceptance shall occur upon completion of installation, commissioning, or upon delivery where no installation is included. Any minor deviations not affecting functionality shall not justify refusal of acceptance.

Article 6. Warranty and Defects

1. Texfinity warrants that the Products are free from defects in materials and workmanship under normal use, and this for twelve (12) months from delivery or commissioning, whichever occurs first. Other warranty is subject to mutual agreement.
2. The warranty covers only the repair or replacement of defective parts. Labour, shipment, assembly, transport, installation, and travel costs are excluded unless otherwise agreed.
3. The warranty does not apply to consumables e.g. seals, belts, membranes, wheels and damages caused by improper installation, misuse, normal wear and tear, and repairs by unauthorised persons.

4. Warranty shall not be provided in the following events : (1) the product is not used or maintained in accordance with the instructions, directions and/or guidelines of Texfinity and/or the manufacturer of the product and/or common standards. (2) the defect is caused by parts or repairs not delivered or serviced by Texfinity or the manufacturer of the product

5. A defective part that may fall under the warranty set forth in article 6. shall be sent by the Customer to Texfinity for verification. Replacement parts may be invoiced provisionally and credited if warranty applies as set forth in article 6.

Article 7. Liability

1. Texfinity's liability shall be limited to 10% of the contract price or the amount covered by insurance, whichever is higher..

2. Texfinity shall not be liable for indirect or consequential damages such as loss of profit, production downtime, or data loss.

3. Nothing in these Conditions shall limit liability for fraud, gross negligence, or death or personal injury caused by Texfinity's fault.

4. Any claim must be brought within 12 months from delivery.

Article 8. Retention of Title

1. Title to the Products shall remain with Texfinity until full payment of all amounts due. Prior to full payment, the Customer shall not sell, pledge, or otherwise encumber the Products without Texfinity's written consent.

2. If the Customer resells the Products prior to full payment, the Customer hereby assigns all receivables from such resale to Texfinity.

Article 9. Force Majeure

Texfinity shall not be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to fire, flood, war, strike, governmental act, geo-political situations, pandemic, or supply chain disruption. In such cases, performance shall be suspended for the duration of the impediment.

Article 10. Confidentiality and Intellectual Property

1. Both parties shall treat all non-public information received in connection with the contract as strictly confidential. This obligation remains in force for five (5) years after termination.

2. All intellectual property rights relating to the Products, software, and documentation remain the exclusive property of Texfinity. The Customer receives only a non-exclusive, non-transferable right of use for internal purposes.

Article 11. Termination

Texfinity may terminate the contract immediately if the Customer fails to meet payment obligations, becomes insolvent, or otherwise breaches material obligations and fails to remedy within a reasonable time after written notice.

In case of termination by the Customer as of 30 days after order confirmation, the Customer shall owe the full contract price, subject to reduction if Texfinity mitigates its losses..

Article 12. Miscellaneous

1. The invalidity of any provision of these Conditions shall not affect the validity of the remaining provisions. Invalid provisions shall be replaced by legally permissible ones that most closely reflect the parties' intentions.
2. No waiver of rights shall be deemed unless explicitly made in writing.

Article 13. Applicable Law and Jurisdiction

1. All contractual relationships between Texfinity and the Customer shall be governed exclusively by Belgian law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The Courts of Turnhout, Belgium, shall have exclusive jurisdiction over any dispute arising out of or in connection with these Conditions.