

1. Legal information

These General Terms and Conditions of Sale belong to **Boelaert & Moens BV**, trading as **bmfabrics**, with registered office at **Hoogstraat 177, 9550 Herzele, Belgium**, registered with the Crossroads Bank for Enterprises under company number **BE 0408.247.561**, hereinafter referred to as "**bmfabrics**". **bmfabrics** develops, sells, produces and supplies window coverings, interior textiles and related products. Where expressly agreed, **bmfabrics** also carries out installation and fitting works. The activities of **bmfabrics** may include, among other things, the sale and supply of fabrics, curtains, upholstery fabrics, finished window coverings, roller blinds, roman blinds, wooden blinds, made-to-measure curtains, cushions, made-up products, tracks, poles, systems, motorisation, accessories and other related products. The specific scope of the sale, production, delivery, installation and other services is determined by the quotation, the order confirmation, the applicable technical documentation and the other contract documents.

2. Definitions

Customer

The natural or legal person who orders or purchases products or services from **bmfabrics**.

Consumer Customer

The natural person who acts for purposes outside his trade, business, craft or profession.

Business Customer

The natural or legal person who acts within the framework of his trade, business, craft or profession.

Dealer

The Business Customer who purchases products from **bmfabrics** with a view to resale, advising, further processing or delivery to an end Customer.

Shop

The undertaking that offers or resells products from **bmfabrics** to an end Customer and, in doing so, may apply its own quotation, sale price, margin or own contractual terms.

Stylist or interior professional

The self-employed person or undertaking that advises a Customer on fabrics, window coverings, materials, dimensions, colours, made-up products or installation. A stylist or interior professional is not a representative of **bmfabrics** and cannot bind **bmfabrics**, unless **bmfabrics** has expressly and in writing confirmed otherwise.

Products

All products offered, sold or supplied by **bmfabrics**, including fabrics, curtains, upholstery fabrics, roller blinds, roman blinds, wooden blinds, cushions, accessories, tracks, poles, systems, motorisation, mounting materials and custom-made products.

Window coverings

All products intended for the dressing, screening, blackout, light control or functional finishing of windows or other openings, including curtains, roller blinds, roman blinds and blinds.

Custom-made products

Products or services that are manufactured, made up, adapted, cut, assembled or ordered according to specific dimensions, choices, technical data or wishes of the Customer.

Cutting

Fabric that is cut from a roll or larger quantity at the Customer's request and can therefore no longer be offered as a standard quantity or full roll.

Services

The services performed by **bmfabrics**, including advice, technical support, making up, measuring when expressly agreed, delivery, installation, fitting, repair and other agreed services.

Order Confirmation

The written or digital confirmation that **bmfabrics** sends to the Customer after receipt of an order, stating the agreed products, specifications, prices, quantities and other conditions.

Portal: **bmfabrics'** digital B2B platform, accessible via <https://woontotaal.bmfabrics.com/login>, which Business Customers can use to draw up quotations, place and track orders, consult prices and check stock.

Technical Documentation

Technical data sheets, manuals, points of attention, maintenance instructions, tolerances, certificates, warranty documents and other product-related information made available by **bmfabrics**.

Price List

The list of products, prices, surcharges, commercial terms and, where applicable, transport conditions communicated by **bmfabrics**.

Batch/lot

A quantity of products originating from the same production, dyeing, delivery or manufacturing batch. Products from different Batches may differ from one another.

In writing or digital

In writing also includes: e-mail, digital order confirmation, a message via the portal, electronic confirmation, WhatsApp or another durable means of communication capable of proving the content of an agreement.

Samples: physical examples of fabrics, materials, colours, patterns, finishes or other product characteristics made available for the assessment of a possible order.

Agreement

The agreement between **bmfabrics** and the Customer, consisting of these General Terms and Conditions of Sale, the quotation, the order confirmation, the applicable price list, the technical documentation made known for the specific order, and the other written or digital arrangements between the parties.

3. Contractual balance and interpretation

Fair contract and balance

These General Terms and Conditions of Sale have been drawn up with a view to a clear and workable contractual framework, respecting the rights and obligations of **bmfabrics** and the Customer. If a provision proves to be invalid, void or unenforceable, the remaining provisions shall remain fully applicable. The provision concerned shall be replaced by a valid provision that comes as close as possible to the original purpose and the economic balance.

Interpretation of the agreement

These General Terms and Conditions of Sale, the quotation, the order confirmation, the applicable price list, the technical data, the approved dimensions, the material

and colour choices made, and other contract documents expressly communicated to the Customer, are read as one coherent whole. The technical information and specifications stated on the Seller's website are of a general and informative nature. They serve to help the Customer make his choice and assess the various possibilities, but do not in themselves establish a specific contractual performance. The technical data and specifications applicable to the specific order appear from the quotation and the order confirmation. In the event of a discrepancy, the quotation and the order confirmation prevail over the general or informative information on the website. A change to the technical information or specifications on the website has no effect on an already accepted order, unless the parties expressly agree otherwise.

Loyal cooperation

The parties perform the agreement in good faith and provide each other with the cooperation reasonably required for the proper performance of the order. The Customer provides, in good time, the correct and complete information needed for the order, production, making up, delivery, installation and invoicing.

4. Scope and acceptance

Application

These General Terms and Conditions of Sale apply to all quotations, orders, order confirmations, sales, deliveries, installations, fittings, invoices and other services of **bmfabrics**.

Business Customer

The Business Customer accepts these General Terms and Conditions of Sale by signing the quotation or order confirmation, digitally approving it, placing an order, taking receipt of the products, or failing to dispute the performance in good time and in concrete terms. In the case of a regular or ongoing business relationship, acceptance of these General Terms and Conditions of Sale may also appear from their earlier and repeated application, where the Business Customer has been able to take note of them and has not timely, concretely and with reasons protested against them.

The general terms and conditions of the Business Customer apply only where these have been provided to **bmfabrics** in full before the conclusion of the Agreement and are thereafter expressly accepted by **bmfabrics** in writing.

5. Ordering process and order confirmation

5.1. Method of ordering

Orders may be placed via the online configurator, via the Portal, by e-mail, by telephone or verbally. **bmfabrics** may request the Business Customer to preferably place orders via the Portal or another digital application where this promotes the completeness, accuracy or efficient processing of the order. A telephone or verbal order is only processed after **bmfabrics** has confirmed the order in writing or electronically. An order only becomes definitive and binding after **bmfabrics** has drawn up an order confirmation and sent it to the Business Customer. The order confirmation determines the specific order. Any prior verbal, telephone or electronic communications are merely deemed a request or order subject to the order confirmation.

5.2. Order confirmation as the contractual reference document

The order confirmation constitutes the binding reference document for the order and states, insofar as relevant, the products, product codes, quantities, dimensions, colours, fabrics, patterns, making up, systems, accessories, installation details, prices, delivery method, place of delivery, the estimated dispatch date, if applicable transport costs, special surcharges and other technical or commercial conditions. For international orders, the order confirmation also states the agreed Incoterm, the applicable version and the place to which the Incoterm relates. The agreement is concluded as soon as **bmfabrics** has sent the order confirmation to the Customer and the Customer has not communicated any written or electronic objection to its content within a reasonable period and at the latest before the start of production, delivery or installation. The Customer is in any event deemed to have agreed to the order confirmation where he, after receiving it, wholly or partly proceeds to payment, production, processing, delivery, collection, assembly, installation or requests or accepts any other performance of the order. Where the Customer communicates an objection to the order confirmation before the start of production, delivery or installation, **bmfabrics** examines that objection. In that case, the order is only carried out on the basis of an amended or expressly confirmed order confirmation. A quotation, configuration, verbal discussion or telephone agreement that has not yet been converted into an order confirmation does not in itself constitute a definitive order. An order placed via the Portal remains subject to **bmfabrics'** order confirmation. The order confirmation may be drawn up in Dutch, French, English or German, depending on the Customer type or sales channel concerned. In the event of a discrepancy between language versions, the Dutch version prevails, unless **bmfabrics** has previously designated another language version in writing as authentic.

5.3. Verification of the order confirmation

The Customer verifies the order confirmation immediately upon receipt and reports any errors, missing information or discrepancies within 24 hours. The Customer verifies at least the products, product codes, quantities, dimensions, colours, patterns, transparency, lining, making up, folding method, fabric direction, control, motorisation, accessories, delivery method, place of delivery, installation details and the transport costs, special surcharges, Incoterm and price stated on the order confirmation. In the absence of a timely and specific notification, **bmfabrics** may rely on the accuracy and approval of the order confirmation. Where an error results solely from a mistake made by **bmfabrics** in processing a correctly and clearly communicated order, **bmfabrics** remains responsible for it. Where the error results from an unclear, incomplete or incorrect telephone, verbal or manually entered instruction from the Customer or an intermediary appointed by him, **bmfabrics** cannot be held liable for it where the order confirmation was correctly drawn up and the Customer did not dispute it in time.

5.4. Changes within 24 hours

After the order confirmation has been sent, the Customer may request a change within 24 hours. A change is only valid after **bmfabrics** has confirmed it in writing. Changes may have consequences for the products, the price, the production, the delivery period, the delivery costs, the installation and the availability of the products.

5.5. Changes after 24 hours

After the 24-hour period has expired, a change can only be accepted on the basis of a separate commercial agreement. The Customer bears the costs resulting from the change, including the costs of materials already ordered, production, making up, transport, storage, administration, dismantling or new production. Where production

has already started, changes can no longer be made, unless bmfabrics considers this still technically and commercially possible.

5.6. Portal status

This provision applies exclusively to orders placed by a Business Customer via the portal. The Business Customer can consult the status of his order via the portal. The status may relate, among other things, to the stock check, the handling or processing of the fabric, the cutting table, the production, the making up and the transport. Changes to an order placed via the portal can only be made up to the moment at which the stock check for the order has been carried out, unless bmfabrics expressly confirms otherwise afterwards. The status information in the portal is a tool for tracking the order. The binding arrangements appear from the order confirmation and the subsequent written confirmations from bmfabrics.

6. Products, custom-made products and installation

6.1. Product range

bmfabrics may supply fabrics, curtains, upholstery fabrics, finished window coverings, roller blinds, roman blinds, wooden blinds, cushions, seat cushions, made-to-measure curtains, systems, accessories and other related Products. The specific range, the available colours, fabrics, systems, accessories and options may change depending on the collection, stock, suppliers, production capacity and technical possibilities.

6.2. Sample material

Sample material is made available in various forms. The available forms and the manner in which the Sample material can be requested are stated in bmfabrics' commercial communications.

A requester can request the available Sample material via the website. Where stated on the website, the Sample material is sent free of charge to the address provided. After the request, the requester may receive an overview of the dealers, shops or other points of sale where the fabrics or products concerned are available. The making available of Sample material does not constitute the sale of a product. bmfabrics is not a party to any agreement that the requester subsequently concludes with a dealer, shop, stylist, interior professional or other third party. The Business Customer may, after prior consultation, call on an advisor from bmfabrics to discuss or assess Sample material. A visit by an advisor does not in itself constitute measuring, a design assignment, an installation assignment, a quotation or acceptance of an order. Sample material serves solely to assess the general characteristics and possibilities of the fabrics or materials concerned. Minor differences between the Sample material and the product ultimately delivered may occur as a result of the material, the production batch, the colour reproduction, the incidence of light or the technical properties of the product.

The specific order is determined by the product choice, the technical data and the other specifications included in the quotation or the order confirmation. Sample material does not in itself constitute a guarantee that the product ultimately delivered will be fully identical to the Sample material, except insofar as this expressly appears from the quotation, the order confirmation or the applicable technical manual.

6.3. Custom-made products

Custom-made products are produced or made up according to the dimensions, choices and technical data included in the order confirmation. The Customer verifies, before production, the dimensions, colours, fabrics, patterns, transparency, lining, folding method, making up, fabric direction, control, motorisation, accessories and other choices. A product manufactured according to the approved specifications cannot be refused because of an error in data supplied by the Customer, dealer, stylist or another person appointed by the Customer.

6.4. Quotation process for custom-made products

For custom-made products, bmfabrics may draw up a quotation that must be signed by the Customer or confirmed by e-mail. After that confirmation, bmfabrics draws up an Order Confirmation restating the technical choices and specifications.

Production only starts after the order confirmation has been drawn up and the necessary information is available. For standard products, such as standard rolls of fabric or standard quantities, bmfabrics may draw up an order confirmation directly without a prior separate quotation.

6.5. Installation and fitting

Where installation or fitting has been expressly agreed, it is carried out by bmfabrics' personnel or by an installer appointed by bmfabrics, in accordance with the Order Confirmation. The Customer ensures, before installation, a clear, safe and sufficiently accessible place of installation. The Customer removes existing window coverings, tracks, systems, furniture and other obstacles, unless otherwise agreed in writing. The Customer ensures that the place of installation is accessible and that the necessary passages, lifts, parking spaces, power supplies and other practical conditions are available. Installation on a floor that is difficult to access, without a lift, with limited passage or under other special circumstances may give rise to additional costs. The installation comprises exclusively the services stated in the order confirmation. Additional hours, adjustments, dismantling, moving of furniture, repair of the substrate, adjustments to electrical wiring or other additional works are charged separately.

7. Technical Documentation and online documentation

7.1. Availability

bmfabrics' Technical Documentation can be consulted via the dealer environment, including: (i) Product information; (ii) Technical documents; (iii) Manuals; (iv) Price lists; (v) Magazines; (vi) Fire safety certificates; and (vii) Acoustic certificates. The Technical Documentation may include information on measuring, assembly, maintenance, use, tolerances, points of attention, product characteristics, inspection and possible solutions to problems.

7.2. Durable provision and enforceability

A technical document is contractually enforceable against the Customer where it has been made available to the Customer on a durable medium before or at the latest upon conclusion of the Agreement, and is relevant to the specific Order.

This condition is met where the document is provided as a file or attachment, where a downloadable version is communicated by e-mail or the Order Confirmation, or where the Order Confirmation contains a hyperlink to the specific document, stating the title, the Product concerned, the product code and, where available, the date or version. The hyperlinks in this article constitute a durable reference to the available document categories. The documents that bmfabrics communicates to the Customer for the specific Order or identifies in the Order Confirmation form part of the Agreement in accordance with this article. A general hyperlink to a changeable overview page does not automatically render every document that later appears on that page contractually applicable. bmfabrics retains, or can identify, the version applicable at the time of the Order Confirmation. The Customer may likewise retain

this version by downloading the document. The applicable version is identified by means of the document title, product category, product code, date, version number or other sufficiently clear characteristics.

7.3. Version management

The documents in the dealer environment may be amended, supplemented or replaced. The version communicated to the Customer before or at the latest upon conclusion of the Agreement for the specific Order remains applicable to that Order. A later version applies to future Orders, unless the Parties agree otherwise in writing or the change is necessary to comply with a mandatory statutory obligation. Where an older manual does not contain all current options or possibilities, the current version that bmfabrics communicated to the Customer before the Order Confirmation applies to the specific Order.

7.4. Purely informative documentation

Magazines, catalogues, photo libraries, inspiration images, general collection pages and promotional materials are purely informative, unless the Order Confirmation expressly provides otherwise. These documents do not constitute a guarantee regarding the availability, colour, exact execution, technical performance or suitability of a specific Product.

7.5. Product-related certificates

A fire safety or acoustic certificate applies exclusively to the Product, the fabric, the composition, the version and the conditions of use to which the certificate relates. A certificate for one Product or fabric does not automatically apply to other Products, colours (fire certificates relate to articles and their colours), compositions, made-up versions, systems, installation methods or applications. A Customer who requires a specific fire safety or acoustic performance shall communicate this before the Order and verify whether the specific Product and the specific version fall under the applicable certificate.

8. Quotations and prices

8.1. Quotations

Quotations are non-binding and remain valid for the period stated in the Quotation. Where no validity period is stated, the Quotation remains valid for a reasonable period, taking into account the nature of the Products or Services, the supplier conditions, the production costs and the specific circumstances of the Order. A quotation may be withdrawn or amended before acceptance, unless expressly stated otherwise. A Quotation only becomes binding on bmfabrics once it has been accepted by the Customer and converted into an Order Confirmation.

8.2. Price lists

Price Lists are communicated per collection, product category or Customer group. The applicable Price List is the version communicated to the Customer for the specific Order. A Price List does not constitute confirmation of stock, availability, delivery period or acceptance of an Order.

8.3. Portal prices and calculation tool

The prices shown in the portal may depend on the login details, Customer category, commercial agreements, discount structure and parameters used. The portal may be used as a calculation tool for quotations and orders. bmfabrics does not guarantee that every real-time price or stock display is error-free or up to date. The binding price is the price stated in the order confirmation, subject to any subsequent written accepted change or a permitted price adjustment in accordance with article 9.

8.4. Invoice price

The invoice states the amount due for the specific order in accordance with the order confirmation, the agreed price adjustments, additional works, delivery and installation. An invoice cannot simply deviate from an already accepted order confirmation. Any discrepancy is communicated to the Customer as soon as possible and, where necessary, corrected or explained.

8.5. VAT and additional costs

All prices are expressed in euros. Unless stated otherwise, prices are exclusive of VAT and exclusive of transport, installation, import duties, customs costs, surcharges and other additional costs.

9. Price changes and indexation

9.1. Consumer Customer

bmfabrics addresses itself exclusively to Business Customers. bmfabrics does not accept orders from Consumer Customers. A dealer, shop, stylist or interior professional who purchases products from bmfabrics is considered a Business Customer for the purposes of these General Terms and Conditions of Sale, even where he subsequently sells the products to a Consumer Customer.

9.2. Business Customer

For the Business Customer, bmfabrics may adjust the price where the costs of raw materials, fabrics, production, transport, energy, wages, imports, exchange rates, suppliers or other elements directly connected with the order objectively change. The price adjustment is limited to the demonstrable cost change and is communicated as soon as reasonably possible. A change in quantities, dimensions, product choice, making up, accessories, installation, delivery method or other technical specifications may likewise lead to an adjusted price.

10. Portal and dealer website

10.1. Use of the portal and digital platforms

The portal can be used to draw up quotations, place orders, consult prices, check stock and track order status. Use of the portal is voluntary, unless bmfabrics prescribes a different method for a particular Business Customer, Customer group or order. For Business Customers, the B2B portal is available via <https://woontotaal.bmfabrics.com/login>. Article 5.6 applies to orders placed via the portal. bmfabrics' manuals and technical data sheets are available via <https://dealer.bmfabrics.com/nl/productinfo/111/handleidingen>.

This documentation may relate, among other things, to the possibilities, measurements, installation, accessories, technical properties and applicable tolerances of the products. Certificates and other technical documents are, where available, made available via the dealer website or the B2B portal. The Business Customer consults the applicable manuals, technical data sheets, certificates and other technical documentation before placing the order and before processing, assembly or installation of the products. For the most up-to-date information, the Business Customer consults the B2B portal where the dealer website refers to the B2B portal. The website <https://bmfabrics.com> contains general and informative product information and also offers the possibility to request fabric samples. The provisions on Sample material are set out in article 6.2. The information on the digital platforms serves as a tool for the choice, order and tracking of the products. For the specific order, the quotation, the order confirmation and the subsequent written confirmations from bmfabrics are decisive. A change to general or informative information on a website has no effect on an already accepted order.

10.2. User data

The Customer is responsible for the confidentiality of his login, password and other access details. The Customer is also responsible for the accuracy of the parameters, dimensions, product choices and other information he enters via the portal. Every order placed via the Customer's personal access is deemed to have been placed by or on behalf of the Customer, subject to timely notification of misuse.

10.3. Portal guidelines

The portal may contain guidelines on measuring, installation, accessibility, preparation of the site, use and maintenance. These guidelines form part of the specific order where they have been made known to the Customer before the order confirmation for the order concerned, or are identified in the order confirmation. A dealer or shop that uses the portal for a consumer quotation provides the relevant guidelines to the end Customer insofar as these are relevant to the performance or use of the product. bmfabrics may refuse or postpone the installation where the guidelines on accessibility, safety or preparation cannot be complied with.

Article 11. Measurements, specifications and Customer responsibility

11.1. Performance of measurements

It is clarified that bmfabrics normally carries out measurements with its own personnel. Where the scope or nature of the assignment requires it, bmfabrics may also engage an external installer or other subcontractor.

11.2. Objective measurement and aesthetic choices

A distinction is made between the objective and technical measurement on the one hand, and the aesthetic and functional choices incorporated in the quotation on the other. A measurement by bmfabrics in principle relates to the objective dimensions. It does not automatically constitute a design, interior or aesthetic recommendation. The quotation may in addition contain choices regarding, among other things, the position of tracks or poles, the distance to the wall, the ceiling or the window, and the extent to which the curtains reach the floor.

11.3. Verification and responsibility

The Customer remains responsible for verifying and approving the technical, aesthetic and functional choices in the quotation. Where these choices are made or confirmed by a dealer, stylist, interior architect, interior professional, installer or other third party, the Customer remains responsible for the choice and the instructions of that third party. The Customer verifies, before production, the quantities, dimensions, measurements, making-up details, technical specifications, control, motorisation, accessories and other data included in the quotation. Approval of the quotation also constitutes approval of the choices contained therein, unless the Customer communicates comments in writing before production. bmfabrics remains responsible for an error in the objective measurement that it carried out itself or via its subcontractor. bmfabrics is not liable for errors or consequences resulting from data or choices provided or approved by the Customer or a third party appointed by him.

Unless expressly agreed otherwise, a measurement by bmfabrics does not constitute a separate design, interior or advisory assignment.

12. Production, availability and delivery periods

12.1. Production and delivery period

The production, availability and delivery period is determined per order.

This takes into account the nature and scope of the order, the type of product, the availability of the chosen fabric or system, the chosen colour, the pattern, the batch/lot, the quantity ordered, the required making up, the dimensions, the technical specifications, the Customer's special wishes, the chosen accessories, the motorisation, the installation, the supplier planning, the transport options and any requests for an accelerated or specific performance. The period may vary depending on whether it concerns a standard product, an order of fabric on a roll, cutting, making up, made-to-measure window coverings, a special colour or version, a product from a specific batch/lot, a large or composite order, an international delivery, or an order for which additional technical data or approvals are required. The period only starts to run after bmfabrics has accepted the order, sent the order confirmation, and all necessary data, approvals, materials and technical choices are available. Where the Customer supplies data, approvals, dimensions, colour choices, technical specifications or other information late, incompletely or incorrectly, the delivery period is adjusted to the moment at which bmfabrics has the correct and complete information.

12.2. Approximate periods

Delivery periods are communicated as an approximation, unless bmfabrics has expressly and in writing accepted a fixed delivery period. A period, production status or expected delivery date shown in the portal is purely indicative and does not constitute a fixed delivery period. Where bmfabrics has accepted a fixed delivery period, this period is calculated from the moment at which all data, approvals and materials are available. The period may be extended due to additional works, changes, late cooperation by the Customer, force majeure, delivery problems with third parties or other circumstances not attributable to bmfabrics.

12.3. Changes and special requests

A change to the order, an additional technical question, a request for a different colour, fabric, dimension, making up, finish, accessory, motorisation, delivery or installation may result in a new production or delivery period. A request for an accelerated performance, delivery on a specific date, a partial delivery or delivery at a specific location only becomes binding once bmfabrics has expressly confirmed this in writing. The consequences of such changes or requests for the price, planning and delivery are recorded in an amended order confirmation or separate written agreement.

12.4. Partial delivery

bmfabrics may deliver products in parts where this is practically, logistically or production-technically necessary, unless one complete delivery has been expressly agreed. The Customer cooperates in the receipt and verification of partial deliveries. A partial delivery does not affect the obligation to pay for the part delivered.

12.5. Delay beyond bmfabrics' control

bmfabrics is not liable for delay resulting from production problems, material or stock shortages, problems with suppliers, delays with carriers, strikes, lock-outs, government measures, technical failures, extreme weather conditions, international trade barriers or other circumstances beyond its reasonable control. The Customer can track the current status and any changes to the order via the portal. bmfabrics may also communicate changes or delays by e-mail. Such an e-mail is in principle sent once a week and only where the new estimated delivery date deviates by more than one week from the previously communicated delivery date. bmfabrics may, taking the circumstances into account, propose an adjusted delivery period or an alternative. Where the delay results from a circumstance attributable to the Customer, including late payment, late approval, incorrect dimensions, changed

choices, an inaccessible delivery or installation site or missing information, the period is extended by the time reasonably needed to remedy the consequences thereof.

12.6. Delivery details

The order confirmation states, insofar as relevant, the estimated delivery period, the delivery method, the place of delivery, the applicable transport costs, the special surcharges and, for international orders, the agreed Incoterm and the place to which it relates. The free-carriage rules applicable to the order are communicated together with the order confirmation. The free-carriage rules are also made available via the portal and included in the applicable price list. In the event of a discrepancy, the most specific and most recent written agreement prevails.

13. Logistics, delivery costs, Incoterms and transfer of risk

13.1. General rule

The total price and the applicable delivery costs are determined per order and stated in the quotation, the order confirmation, the invoice or the applicable price list.

Where a cost is not expressly communicated to the Customer, or where it is not clear from the contract documents that this cost is separately due, this cost is deemed to be included in the agreed price, insofar as the applicable law so provides. bmfabrics may charge separate costs where these have been clearly communicated before or at the latest upon conclusion of the agreement and relate to the specific order.

13.2. Separate delivery costs

Separate delivery costs may relate, among other things, to transport, free-carriage or minimum thresholds, special dimensions, tracks, systems, express deliveries, partial deliveries, waiting times, second deliveries, failed deliveries, storage, special packaging, insurance, customs, import duties, taxes, customs clearance and other costs related to the specific delivery. The applicable costs or method of calculation are stated in the order confirmation, the invoice or the price list applicable to the order.

13.3. Free-carriage delivery

A free-carriage delivery means only that bmfabrics, in accordance with the communicated commercial conditions, does not charge a separate standard transport cost.

Free-carriage delivery does not mean that special transport costs, costs due to special dimensions, express costs, storage costs, customs costs, import duties, taxes, costs of a failed delivery or other costs specifically linked to the order are automatically included. Free-carriage delivery likewise does not change the moment of transfer of risk.

13.4. Choice of transport and Incoterms

For domestic orders, bmfabrics generally arranges transport itself, unless the parties agree in writing on a different delivery method. For foreign orders, the Business Customer may arrange transport itself on the basis of EXW Herzele, Incoterms® 2020. The Business Customer may also choose to have bmfabrics arrange the transport using the Business Customer's carrier or account number. Where bmfabrics arranges the transport, the related costs are charged to the Business Customer in accordance with the order confirmation, the applicable price list or the actual costs. Where the transport is arranged using the Business Customer's carrier or account number, the Business Customer bears the costs and consequences arising from the use of that number. The applicable delivery method and, where relevant, the Incoterm are stated in the order confirmation. The applicable Incoterm is stated together with the agreed place and the applicable version, for example EXW Herzele, Incoterms® 2020, FCA Herzele, Incoterms® 2020 or DAP [place of destination], Incoterms® 2020. A mere reference to "free carriage", "transport included" or "delivered" does not replace a clear choice of an Incoterm where the allocation of costs, formalities and risks depends thereon.

13.5. Transport costs and special dimensions

The applicable transport cost, free-carriage threshold or surcharge is determined according to the product category, the dimensions, the weight, the destination, the chosen delivery method and the transport conditions applicable at the time of the Order. For products with special dimensions, including tracks, systems or other goods that cannot be handled as a standard shipment, a separate surcharge may be charged. The applicable transport cost, free-carriage arrangement, special surcharge or method of calculation is stated in the order confirmation, the invoice or the applicable price list.

13.6. Transfer of risk

For an order from a Business Customer, the risk of loss, damage and destruction of the products passes to the Business Customer at the moment the products are delivered, made available, or handed over to the carrier appointed by the Business Customer, in accordance with the order confirmation, the applicable Incoterm or other written agreement. Where the Business Customer arranges the transport itself, or requests bmfabrics to arrange the transport using the Business Customer's carrier or account number, the risk passes upon handover of the products to the carrier concerned, unless the order confirmation or the applicable Incoterm expressly determines a different moment. In the case of collection by or on behalf of the Business Customer, the risk passes upon collection. If the Business Customer considers the packaging or protection to be insufficient, he refuses the collection or makes an express written reservation before departure.

13.7. International orders

For international orders outside Belgium, the Netherlands, France and Luxembourg, the applicable delivery condition and Incoterm are stated in the order confirmation. In the absence of an express deviating written agreement, EXW Herzele, Incoterms® 2020 applies. Under EXW Herzele, bmfabrics makes the products available at the agreed location in Herzele. From the applicable moment, the Business Customer is responsible for loading, transport, transport insurance, export and import formalities, customs, taxes, customs clearance costs and all other costs related to the international transport. The Business Customer ensures correct delivery, import and contact details and compliance with the regulations in the country of destination. Where DAP, FCA or another Incoterm is agreed for an international order, the costs, formalities and risks are allocated according to that Incoterm and the place stated therein.

13.8. Receipt of delivery

The Business Customer ensures that the products can be inspected upon receipt. Where the products are delivered directly to a dealer, shop, stylist, interior professional, external workshop, installer or other third party appointed by the Business Customer, receipt by that third party is deemed receipt on behalf of the Business Customer. The Business Customer remains responsible for organising the inspection by that third party and for the timely forwarding of any findings to bmfabrics in accordance with article 15.2. The consequences of acceptance of the

products, processing, assembly or installation are governed by articles 15.2, 15.4 and 20.2.

14. Installation and fitting

Where installation or fitting has been agreed, the Customer ensures, before it begins, a clear, safe and sufficiently accessible place. The Customer ensures, among other things, free access, sufficient passages, suitable parking and loading facilities, an available lift where needed, the removal of existing window coverings and the protection or removal of furniture and other obstacles. Where the site is not accessible or not prepared, bmfabrics may refuse or postpone the installation, or charge additional costs. The installation comprises exclusively the services included in the order confirmation. Additional hours, difficult access, dismantling, adjustments to the substrate, moving of furniture, adjustments to existing systems, electrical works, repair works and other services not included are charged separately.

15. Inspection, quality and tolerances

15.1. Duty of inspection before processing

The Customer, the dealer, the stylist or interior professional, the installer, the external workshop or any other party who receives or processes the products on behalf of or for the account of the Customer, carries out an inspection immediately upon receipt and in any event before any processing, cutting, making up, assembly or installation. The inspection relates to the type of product, the product code, the quantities, the colour, the pattern, the batch/lot, the dimensions, the fabric direction, the pattern repeat, the making up, the folding method, the lining, the systems, the accessories, the control, the motorisation, the visible quality and the general conformity with the order confirmation. Where the products are delivered to a third party, the Customer ensures that this third party carries out the same inspection and immediately communicates any findings to the Customer and bmfabrics.

15.2. Inspection by the Business Customer

Given the nature of the products and possible further processing, making up or installation, the Business Customer is expected to inspect the products immediately upon receipt. The Business Customer carries out this inspection within 48 working hours, counted from receipt of the products, and in any event before any processing, cutting, making up, assembly or installation. Where visible damage to the packaging or the products is found upon delivery, the Business Customer may refuse the delivery or accept it under express reservation. The reservation is noted on the transport document or delivery note and confirmed by the Business Customer and, where possible, the carrier. The Business Customer provides bmfabrics with a copy of this as soon as possible, together with clear photos of the packaging, the products and the damage found. Within the same period, the Business Customer reports in writing to bmfabrics, via the designated e-mail address, being info@bmfabrics.com, any visible damage, transport damage, missing quantity, wrong product, wrong colour, wrong dimension, wrong making up or other visible discrepancy. The notification includes at least the order, the order confirmation, the product concerned, the quantity, the nature of the discrepancy, the date of receipt and, where possible, clear photos of the packaging, the products and the discrepancy found. A notification to a carrier, dealer, stylist or interior professional, installer, representative or other intermediary does not count as notification to bmfabrics, unless bmfabrics has expressly accepted that notification. Where the Business Customer finds visible damage but accepts the delivery without reservation, this may limit bmfabrics' ability to claim the damage from the carrier. The Business Customer is therefore obliged to refuse the delivery in the event of visible damage, or to accept it under express reservation.

15.4. Consequences of processing or installation

Once fabrics, whether on a roll or after cutting, have been cut, made up, processed or otherwise adapted, the Customer can no longer invoke visible defects or visible discrepancies that could reasonably have been identified before processing. Where custom-made products manufactured or made up by bmfabrics have been assembled or installed, the Customer likewise can no longer invoke visible defects, incorrect dimensions, visible colour or pattern differences, visible making-up errors, visible installation discrepancies or other visible discrepancies that could reasonably have been identified before or during assembly or installation.

15.5. General quality standards

The products comply with the technical specifications and tolerances applicable to the specific product and made known before or at the latest upon ordering. Normal variations in colour, texture, structure, dimensions, sheen, pattern repeat or material may occur and do not constitute a defect where they fall within the applicable tolerances.

15.6. Fabrics and textiles

For fabrics and textiles, colour, texture, light reflection and appearance may vary according to the incidence of light, the surroundings, the substrate, the viewing angle, the amount of fabric and the making up used. Natural or material-related variations in texture and colour do not constitute a defect where they are compatible with the characteristics of the fabric concerned and the applicable tolerances. Prolonged exposure to sunlight or other environmental factors may cause discolouration or fading. This falls outside bmfabrics' liability where it does not concern a manufacturing or conformity defect. Any applicable tolerance is assessed according to the technical documentation of the product concerned.

15.7. Tolerances

A tolerance only applies to a specific product where it is expressly stated in the applicable technical documentation or in the order confirmation. For the technical parameters of fabrics, express reference is made to <https://dealer.bmfabrics.com/nl/productinfo/111/handleidingen>, where the technical data of the fabric concerned are described. Any tolerances for these technical parameters apply only insofar as they are stated for the fabric concerned in that technical data.

15.7. Roller blinds

For roller blinds, slight curling, rolling up or a limited discrepancy at the edges may occur as a result of the material, production, tension, temperature or use. Assessment is carried out at normal viewing distance and under normal light. Assessment under raking light, strong backlight or abnormal viewing angles does not in itself constitute proof of a defect. The conformity of the specific roller blind is assessed according to the tolerances and technical parameters included in the applicable technical manual. The technical manual applies on condition that it is stated in, or attached to, the quotation or order confirmation.

15.8. Wood and natural materials

For wooden blinds and other products made from natural materials, differences in colour, grain, structure, sheen and dimensions may occur. These characteristics are

part of the natural or material-related character of the products. Exposure to moisture, heat, sunlight or an unsuitable environment may affect the material. The Customer uses and maintains these products in accordance with the applicable technical manual. The conformity of the specific wooden blinds or other products made from natural materials is assessed according to the tolerances and technical parameters included in the applicable technical manual. The technical manual applies on condition that it is stated in, or attached to, the quotation or order confirmation.

16. Storage, handling and use

16.1. Storage

From delivery, the Business Customer stores the products carefully and in accordance with the applicable technical manual. Taking into account their nature, the products are stored dry and protected against moisture, heat, direct sunlight, dirt, pressure and other harmful conditions.

16.2. Handling

The Business Customer handles the products carefully and prevents them from being folded, compressed, soiled or otherwise damaged before processing, cutting, making up, assembly or installation. The Business Customer has the products inspected before any processing, cutting, making up, assembly or installation, in accordance with article 15.2. Where damage, a defect or a discrepancy is found before or during storage, handling, processing, assembly or installation, further handling of the product concerned is stopped and bmfabrics is notified thereof in accordance with the applicable notification procedure.

16.3. Consequences of incorrect storage or handling

bmfabrics is not liable for damage, defects or discrepancies resulting from unsuitable storage, handling, processing, assembly, installation or use, or from non-compliance with the applicable technical manual, except where it is demonstrated that the defect already existed before delivery and is attributable to bmfabrics.

17. Returns and cancellation

17.1. Returns of standard products

Standard products, including rolls of fabric, are only taken back where bmfabrics has expressly agreed to this in advance in writing and the products are unused, undamaged, complete and resaleable. Custom-made products, cutting, cut fabrics, made-up fabrics, window coverings manufactured to individual dimensions, special orders, personalised products and products not belonging to the standard range are not taken back or exchanged, unless bmfabrics expressly agrees to this in advance in writing, or a different mandatory statutory provision applies.

17.2. Complaints and defects

Without prejudice to article 15.2, the Business Customer reports every visible defect or every visible discrepancy within the period specified therein and before any processing, cutting, making up, assembly or installation. Where the Business Customer reports a defect or discrepancy, bmfabrics examines the merits and scope of the notification. Where the notification is well-founded and the defect or discrepancy is attributable to bmfabrics, bmfabrics determines, taking into account the nature and scope of the defect or discrepancy, which appropriate solution is proposed. This solution may consist of, among other things, a repair, adjustment, re-making up, replacement, credit note or other solution.

A defect or discrepancy in one or more individual products does not automatically entitle the Business Customer to return the entire order or all products from the same order. The assessment and the proposed solution in principle relate exclusively to the product or products concerned. A full return, re-making up, replacement or credit note for the entire order, or for a larger number of products than the product(s) concerned, only takes place where bmfabrics, taking into account the circumstances of the specific case, decides or agrees to this in writing. The Business Customer may not return a product to which a complaint relates without bmfabrics' prior written instruction. bmfabrics may request that the product concerned, clear photos or other evidence be made available for investigation.

17.3. Handling fee

Where the Customer returns a roller blind, requests a repair or adjustment, or requests other handling that does not result from a shortcoming attributable to bmfabrics, bmfabrics may charge a handling fee of 10% of the value of the order concerned, in accordance with the applicable price list. The handling fee is not charged where the handling results from an error or shortcoming attributable to bmfabrics.

17.4. Cancellation

An order can only be cancelled with the prior written consent of bmfabrics. bmfabrics is not obliged to accept a cancellation. In the event of an accepted cancellation, the Business Customer bears the costs of the materials already ordered or produced, production, making up, cutting, transport, storage, installation, administration and other costs directly caused by the order.

17.5. Unfounded or unaccepted complaints

Where bmfabrics, following a complaint, carries out an inspection, investigation, collection, return, transport, repair or other handling and finds that the complaint is unfounded, inadmissible or not attributable to bmfabrics, bmfabrics may charge the related costs to the Business Customer. In that case, bmfabrics may, in accordance with the applicable price list, charge a fixed administration and transport cost of EUR 50 and a restocking fee of 10% of the value of the order concerned. These costs are not charged where the complaint is well-founded and the defect or discrepancy is attributable to bmfabrics. A product returned without bmfabrics' prior written consent may be refused by bmfabrics or returned at the Business Customer's expense.

18. Conformity, warranty and complaints

18.1. General conformity

bmfabrics supplies products that comply with the agreement and with the characteristics the Customer may reasonably expect of the specific product, taking into account the nature of the material, the Technical Documentation, the applicable tolerances, the individual dimensions, the approved specifications, the chosen version and the communicated purpose.

A product is not conform where it does not correspond to the order confirmation, the approved specifications, the applicable technical documentation, or the characteristics the Customer could reasonably expect on the basis of the agreement. Conformity is assessed in light of the agreement as a whole. A separate image, sample, colour reproduction, technical data sheet, catalogue, manual or other product information is not assessed in isolation from the other contractual data.

18.2. Consumer Customer

The Consumer Customer retains his mandatory statutory rights regarding conformity, statutory warranty and other applicable consumer protection. These General Terms and Conditions of Sale do not limit, exclude or amend those rights

insofar as they cannot be waived under mandatory law. The Consumer Customer reports a conformity issue as soon as reasonably possible after discovering it. Where the issue could have been identified upon receipt or during a normal inspection, he preferably reports it immediately and in any event before any processing, cutting, making up, assembly or installation.

Where the issue could not reasonably have been identified during the initial inspection, the Consumer Customer reports it within a reasonable period after discovery and within the applicable mandatory statutory time limits.

18.3. Inspection after receipt and before processing

The Customer, the Dealer, the Stylist, the installer, the external workshop or any other party who receives or processes the Products on behalf of or for the account of the Customer, carries out an inspection as soon as reasonably possible after receipt. The inspection is in any event carried out before any processing, cutting, making up, assembly or installation. The inspection relates to the type of Product, the Product code, the quantities, the colour, the pattern, the Batch, the dimensions, the fabric direction, the pattern repeat, the making up, the folding method, the lining, the systems, the accessories, the control, the motorisation, the visible quality and the general conformity with the Order Confirmation. Where the products are delivered directly to a dealer, shop, stylist or interior professional, external workshop, installer or other third party, receipt by that third party is deemed receipt on behalf of the Customer. The Customer remains responsible for organising a timely inspection and for forwarding the findings to bmfabrics.

18.4. Business Customer, notification of visible discrepancies

Given the nature of the products and possible further processing, cutting, making up, assembly or installation, the Business Customer is expected to inspect the Products immediately upon receipt. The Business Customer carries out this inspection within 48 working hours of receipt of the Products and in any event before any processing, cutting, making up, assembly or installation. Within the same period, the Business Customer reports in writing and with reasons to bmfabrics any visible damage, transport damage, missing quantity, wrong Product, wrong colour, wrong dimension, wrong making up or other visible discrepancy. The notification states at least the Order, the Order Confirmation, the product concerned, the product code, the quantity, the nature of the discrepancy, the date of receipt and, where possible, clear photos of the packaging, the products and the discrepancy found. A notification to a carrier, dealer, stylist or interior professional, installer or other intermediary does not count as notification to bmfabrics, unless bmfabrics has expressly accepted that notification. In the absence of a timely, specific and reasoned notification, bmfabrics may rely on the Products having been accepted, insofar as the applicable law allows this. This provision does not apply to problems that could not reasonably have been identified during the initial inspection and does not affect rights that the Business Customer cannot waive under mandatory law.

18.5. Business Customer, notification of later-discovered conformity issues

Where a conformity issue could not reasonably have been identified during the initial inspection, the Business Customer reports it in writing and with reasons within a reasonable period after discovering it or after he should reasonably have discovered it. The notification is made at the latest within fourteen calendar days of discovery, unless the applicable mandatory law prescribes a different period. The notification states at least the order, the order confirmation, the product concerned, the product code, the nature of the conformity issue, the date of discovery, the location of the product and, where possible, clear photos and/or videos or other useful information. In the absence of a timely, specific and reasoned notification, bmfabrics may rely on the products having been accepted, insofar as the applicable law allows this.

18.6. Consequences of processing, cutting, making up, assembly or installation

Once fabrics have been cut, made up, processed or otherwise adapted, the Customer can no longer invoke visible defects or visible discrepancies that could reasonably have been identified before processing. Where Custom-made products have been assembled or installed, the Customer can no longer invoke visible defects, incorrect dimensions, visible colour or pattern differences, visible making-up errors, visible installation discrepancies or other visible discrepancies that could reasonably have been identified before or during assembly or installation. Processing, cutting, making up, assembly or installation does not constitute acceptance of a conformity issue that could not reasonably have been identified before that act. This provision does not affect the mandatory statutory rights of the Consumer Customer.

18.7. Material-related characteristics and tolerances

The products comply with the technical specifications and tolerances applicable to the specific product and made known before or at the latest upon ordering. Normal variations in colour, texture, structure, dimensions, sheen, pattern repeat, light reflection or material do not constitute a conformity issue where they fall within the applicable technical documentation and tolerances. For fabrics and textiles, colour, texture, light reflection and appearance may vary according to the incidence of light, the surroundings, the substrate, the viewing angle, the amount of fabric and the making up used. For roller blinds, slight curling, rolling up or a limited discrepancy at the edges may occur as a result of material, production, tension, temperature or use. Assessment is carried out at normal viewing distance and under normal light. Assessment under raking light, strong backlight or abnormal viewing angles does not in itself constitute proof of a conformity issue. For wooden blinds and other products made from natural materials, differences in colour, grain, structure, sheen and dimensions may occur. These characteristics are part of the natural or material-related character of the products. Any applicable tolerance is assessed according to the technical documentation of the product concerned. Prolonged exposure to sunlight or other environmental factors may cause discolouration or fading. This does not constitute a conformity issue where it does not concern a manufacturing defect or other defect attributable to bmfabrics.

18.8. Invoice objections

The Customer disputes an invoice in writing and with reasons within fourteen calendar days of receipt of the invoice. The objection states the invoice number, the disputed amount, the order or delivery to which the objection relates, and the specific reason for the objection. In the absence of a timely, specific and reasoned objection, bmfabrics may rely on the invoice having been accepted, insofar as the applicable law allows this. An invoice objection does not replace the separate obligation to report damage, shortages, wrong products or other conformity issues within the applicable inspection and notification periods. An invoice objection only suspends the specifically and reasonably disputed part. The undisputed part remains payable on the due date.

18.9. Preservation and cooperation with the investigation

The Customer keeps the product in the condition in which the conformity issue was found and takes reasonable measures to prevent further damage. The Customer provides bmfabrics, on request, with all information reasonably necessary for the investigation, including photos, product codes, serial numbers, the order

confirmation, the circumstances of use and the details of the party that carried out the measurement, processing or installation. The Customer does not have the product repaired, adjusted, made up, assembled, installed or replaced by a third party before bmfabrics has had the opportunity to investigate the issue. This does not apply where an urgent measure is necessary to prevent further damage. The Customer informs bmfabrics as soon as possible in that case.

18.10. Investigation and remedy in kind

Where bmfabrics establishes that a product is not conform and the conformity issue is attributable to bmfabrics, bmfabrics is first given the opportunity to offer an appropriate solution within a reasonable period. An appropriate solution may, taking into account the nature of the issue, consist of repair, adjustment, re-production, replacement, re-delivery, a price reduction or another statutory or contractual remedy. In choosing the solution, bmfabrics takes into account the nature and seriousness of the conformity issue, the possibility of repair or replacement, the availability of materials, the impact on the Customer and the reasonable costs. The Customer cooperates with the investigation, return, collection, repair, adjustment or replacement where this is reasonably necessary. Where bmfabrics fails to offer an appropriate solution within a reasonable period, where repair or replacement is impossible, where this causes disproportionate costs, or where the Customer cannot reasonably be expected to wait for this, the Customer retains his further statutory rights.

18.11. Exclusions

bmfabrics is not liable for damage or conformity issues that result solely from incorrect dimensions, incorrect aesthetic choices, incorrect measurements, an incorrect product choice, incorrect installation, improper use, insufficient maintenance, failure to follow the technical documentation, normal wear and tear, discolouration due to sunlight, moisture, heat, changes made by third parties, an external cause or another circumstance not attributable to bmfabrics. These exclusions apply to the Consumer Customer only insofar as they are compatible with mandatory law.

18.12. Applicable statutory regime and transition to Book 7

The rights and obligations of the parties regarding conformity, defects, notification, repair, price reduction, replacement, termination, damages and the bringing of legal proceedings are governed by the statutory regime applicable to the specific relationship at the time of conclusion of the agreement and at the time the issue is identified. For as long as Book 7 of the Civil Code, or the relevant provisions thereof, has not entered into force or does not apply to the specific agreement, the statutory provisions then in force regarding sale, contract for work, conformity, visible defects, hidden defects, warranty, repair and liability remain applicable. Where Book 7 or another new statutory regime enters into force after conclusion of the agreement, it is applied only insofar as the law itself provides that it applies to the ongoing agreement or the relationship concerned. To the extent and as soon as Book 7 of the Civil Code applies to the specific agreement, the rules contained therein regarding conformity, notification, repair, time limits and legal proceedings are applied in accordance with their mandatory or supplementary nature. These General Terms and Conditions of Sale are not intended to replace, exclude or amend the statutory regime applicable to the specific agreement, insofar as this cannot be deviated from under mandatory law.

19. Warranty

19.1. Warranty for mechanical systems

For wooden blinds and roller blinds, a commercial warranty of two years from delivery applies to manufacturing and material defects in the mechanical parts of the system, provided the product is used normally under normal indoor conditions. The commercial warranty applies exclusively to the mechanical parts of the system. It does not apply to motors, electrical parts, remote controls, wiring or other electrical components. Only the applicable statutory and contractual rights apply to these parts. The commercial warranty likewise does not apply to fabrics, making up, accessories, assembly, installation or third-party parts, unless bmfabrics expressly confirms otherwise in writing.

19.2. Warranty for fabrics

For fabrics and other textile products, a commercial warranty of one year from delivery applies. This commercial warranty applies exclusively to manufacturing and material defects occurring under normal use in normal indoor conditions. After this period has expired, a claim under the commercial warranty for the fabric or textile product is no longer admissible. The commercial warranty does not apply to normal material or production characteristics, normal wear and tear, discolouration due to sunlight, moisture, heat, an unsuitable environment, improper use, poor maintenance, incorrect measurement, incorrect making up, incorrect installation, changes made by third parties, or failure to comply with the applicable technical manual.

19.3. Registration

The commercial warranty is subject to full product registration within one month of installation. Registration takes place via <https://www.bmfabrics.com/nl/registratie> and requires the information requested on the registration form, including the Business Customer's details, the product, the product reference, the purchase date, the place of purchase and, where requested, a copy of the invoice. Where product registration takes place outside the one-month period after installation, or is not completed in full, there is no entitlement to the commercial warranty.

19.4. Notification and investigation

A claim under the commercial warranty is reported in writing, stating the invoice or order, the product, the reference, the delivery date and a clear description of the issue. The Business Customer provides the information and evidence bmfabrics reasonably needs to investigate the warranty claim. bmfabrics is given the opportunity to inspect the product and, where relevant, the installation, the measurement and the circumstances of use, before the Business Customer or a third party carries out a repair, adjustment or other intervention. Where the Business Customer or a third party carries out a repair, adjustment or other intervention without bmfabrics' prior written consent, the commercial warranty lapses insofar as bmfabrics can no longer establish the cause, nature or extent of the issue as a result.

19.5. Scope of the warranty and appropriate solution

Where the warranty claim is well-founded, bmfabrics determines, taking into account the nature and extent of the defect, which appropriate solution is applied. This solution may consist of a repair, adjustment, replacement of the defective part, or another solution accepted by bmfabrics in writing.

For mechanical systems, the commercial warranty is limited to the repair or replacement of the defective mechanical part or, where bmfabrics considers this appropriate, the product concerned. For fabrics, the commercial warranty is strictly limited to repairing or replacing the defective fabric. It does not include re-upholstering, cutting, stitching or making-up work, unless bmfabrics expressly

accepts this in writing. A defect in one part or one product does not automatically entitle the Business Customer to return the entire order or all products from the same order. A full return, replacement or credit note only takes place where bmfabrics, after investigation, expressly decides this in writing.

19.6. Exclusion of consequential damage and additional costs

The commercial warranty does not cover consequential damage or additional costs, including costs for dismantling, assembly, re-installation, re-upholstering, cutting, stitching or making-up work, labour costs of the Business Customer or third parties, transport costs, accommodation costs, business damage or loss of profit, except where mandatory statutory provisions provide otherwise. The commercial warranty does not apply to damage or defects resulting from incorrect measurement, incorrect installation, improper use, incorrect maintenance, normal wear and tear, discolouration due to sunlight, moisture, heat, external damage, changes made by third parties, overloading, a defective substrate or failure to comply with the applicable technical manual.

20. Liability

20.1. General liability

bmfabrics is liable only for direct damage that demonstrably and directly results from a shortcoming attributable to bmfabrics in the sale, production, delivery or installation.

20.2. Installation by third parties

Where a dealer, shop, stylist or interior professional, external workshop, installer or other third party measures, processes, assembles or installs the products, bmfabrics is not liable for their errors, except for an error by bmfabrics itself. The Customer addresses claims regarding measurement, advice or installation in the first instance to the party that performed that service.

20.3. Technical documentation and application guidelines

bmfabrics is not liable for damage arising because the Customer or a third party fails to comply with the technical documentation, assembly instructions, maintenance guidelines or conditions of use.

20.4. Indirect damage

For the Business Customer, bmfabrics is, insofar as legally permitted, not liable for indirect damage, consequential damage, loss of profit, loss of turnover, reputational damage, loss of production, loss of use, downtime, costs of replacement products or other damage that is not the direct result of a proven error by bmfabrics. For the Consumer Customer, the mandatory statutory rights remain unaffected. For example, we supply a fabric that is used to re-upholster a very expensive sofa suite. If that fabric discolours after some time, we can never be liable for the re-upholstering costs or re-making-up costs.

20.5. Limitation of liability

For the Business Customer, bmfabrics' total liability is, insofar as legally permitted, limited to the amount of the invoice for the products or services to which the damage directly relates. No limitation applies to intent, fraud, gross negligence, damage to life or physical integrity, or other liability that cannot be limited under mandatory law.

20.6. Directors, employees, agents, subcontractors and other auxiliary persons

bmfabrics as legally permitted, the Customer addresses its claims relating to the formation, performance or termination of the agreement exclusively to bmfabrics. Insofar as legally permitted, the Customer does not bring any direct contractual, non-contractual or other claim against directors, managing directors, permanent representatives, employees, agents, self-employed collaborators, subcontractors, suppliers or other auxiliary persons engaged by bmfabrics in the performance of the agreement. Insofar as legally permitted, the persons and undertakings referred to in the first paragraph may invoke the same contractual defences, exceptions, limitations of liability, time limits, complaint periods and other contractual protective provisions against the Customer as bmfabrics itself. This protection applies, among other things, to the provisions regarding limitation of liability, exclusion of indirect and consequential damage, inspection and complaint periods, remedy in kind, warranty, force majeure, technical documentation, transfer of risk and the exclusion of liability for services falling outside the agreement. The Customer accepts this protection for the benefit of the persons and undertakings referred to in this article. This protection also applies where the claim is brought on the basis of non-contractual liability, a tort or any other legal ground related to the agreement or its performance. Insofar as a direct claim against a person or undertaking referred to in this article is nevertheless possible under mandatory law, all contractual defences, exceptions, limitations of liability and other protective provisions of bmfabrics remain applicable, insofar as legally permitted, also against that person or undertaking. The Customer cannot in that case make a broader claim than he could make against bmfabrics itself. This article does not affect liability for intent, fraud, gross negligence, damage to life or physical integrity, or other liability that cannot be excluded or limited under mandatory law.

21. Payment and invoicing

21.1. Payment term and due date

The invoice states the applicable due date. The Customer pays the full invoice amount by that due date at the latest, unless otherwise agreed in writing. The applicable payment term may vary depending on the Customer, the commercial agreements, the credit risk, the nature of the order, the country of destination and the chosen method of payment. Payment is only considered timely where the full amount due has been received in bmfabrics' bank account by the due date at the latest. All bank charges, transfer costs, exchange rate costs, correspondent bank costs and other costs related to the payment are borne by the Customer. bmfabrics must receive the full invoiced amount net.

21.2. Advance payments, pro forma payment and payment security

bmfabrics does not, under normal circumstances, request an advance payment. For large orders and/or Customers with an increased credit risk, international orders or other commercial situations, bmfabrics may request an advance payment, pro forma payment or other payment security before production, dispatch, delivery or installation. bmfabrics may, among other things, require a bank guarantee, security, prior payment in full, additional security or another reasonable payment measure. The amount, form and timing of the requested payment security are communicated to the Customer in the quotation, the order confirmation, the invoice or other written or digital communication. Where the Customer does not provide the requested payment security in time, bmfabrics may suspend performance, production, delivery, dispatch, installation or other services until the condition has been met.

21.3. Invoice objections

The Customer disputes an invoice in writing and with reasons within fourteen calendar days of receipt. The objection states the invoice number, the disputed

amount, the order or delivery concerned and the specific reason for the objection. An invoice objection only suspends the specifically and reasonably disputed part. The undisputed part remains payable on the due date. In the absence of a timely, specific and reasoned objection, the invoice is deemed to have been accepted, insofar as the applicable law allows this. An invoice objection does not release the Customer from his separate obligation to report visible damage, shortages, wrong products or other visible discrepancies within the applicable inspection and complaint period.

21.4. Credit assessment

bmfabrics may assess the creditworthiness of Business Customers and request information from credit insurers or other legally permitted sources.

In the event of an increased payment risk, bmfabrics may request an advance payment, pro forma payment, additional security, payment before delivery or another payment arrangement.

21.5. Payment via bmfabrics' method of payment

The Customer pays by transfer to one of the bank accounts stated on the invoice or payment instruction, unless another method of payment has been accepted by bmfabrics in advance. Payment to a dealer, shop, stylist or interior professional, installer, carrier or other third party does not count as payment to bmfabrics, unless bmfabrics has expressly confirmed this in advance in writing.

22. Non-payment, collection, suspension, netting and securities

22.2. Business Customer, interest and collection compensation

In the event of non-payment by the Business Customer (within the agreed dates stated on the invoice), interest is due by operation of law and without prior notice of default, in accordance with the applicable legislation on late payment in commercial transactions. In addition, a fixed collection compensation of 10 percent of the outstanding amount is due, with a minimum of **EUR 125.00**, insofar as legally permitted. The costs of judicial recovery, including court costs, bailiff's costs, reasonable lawyer's fees, translation costs and enforcement costs, are borne by the Business Customer, insofar as legally permitted.

22.3. Reminders and payment plan

bmfabrics may send a payment reminder before the due date and a second reminder or notice of default after the due date. A Customer experiencing payment difficulties may request a payment plan in writing. A payment plan is only valid after express written acceptance by bmfabrics. The payment plan does not constitute a waiver of existing rights for as long as it is not fully and timely complied with. A payment plan does not suspend the interest, collection costs or other consequences of the payment delay, unless bmfabrics expressly confirms this in writing.

22.4. Suspension of performance

In the event of non-payment of an overdue invoice, bmfabrics may, insofar as legally permitted, without further notice of default, suspend the further performance of all current and future Orders. The suspension may relate to production, making up, delivery, dispatch, installation, fitting, repairs, adjustments, warranty services and other services. bmfabrics may also apply the suspension where the Customer fails to provide the requested payment security, the creditworthiness deteriorates significantly, an insolvency procedure is requested or undergone, goods or receivables are seized, the undertaking is wholly or partly discontinued, or there is a reasonable risk that an invoice will not be paid in time or in full. The Customer is not entitled to damages for a lawful suspension resulting from payment arrears, insufficient payment security or a reasonable credit risk.

The Customer remains liable for payment of services already performed, products produced or ordered, products delivered, costs incurred and reasonable costs arising from the suspension.

22.5. Early payability

Insofar as legally permitted, all amounts owed by the Customer to bmfabrics become immediately and fully payable where an overdue invoice remains unpaid, the Customer fails to provide the requested payment security, the Customer requests or undergoes an insolvency procedure, the Customer is declared bankrupt, dissolved or liquidated, goods or receivables are seized, the Customer wholly or partly discontinues its activities, or there are other serious indications that the Customer will not meet its payment obligations. Early payability does not affect bmfabrics' right to claim further damages, costs, interest and collection compensation.

22.6. Netting and set-off

Insofar as legally permitted, bmfabrics may set off all amounts owed to it by the Customer against all amounts owed by bmfabrics to the same Customer, regardless of the order, invoice, legal ground or the time at which the receivables arose. The set-off may relate, among other things, to unpaid invoices, interest and collection compensation, costs of repair, replacement, storage, transport or wasted trips, damages, costs paid by bmfabrics on behalf of the Customer, costs charged on by third parties, credit notes, advance payments, guarantees and amounts from other related orders or agreements between the parties. The Customer may not unilaterally set off a claim it alleges to have against bmfabrics, unless bmfabrics has expressly accepted this set-off in advance in writing or the claim is finally established. The Customer may not withhold payments because of a complaint, damage claim, claim by an end Customer, claim by a dealer or another claim the validity of which is not finally established. A timely and reasoned dispute only suspends the set-off of the specifically disputed part where the dispute does not appear unfounded at the time of set-off. The undisputed part, and amounts the validity of which is sufficiently established, may be set off.

22.7. Pledge on the Business Customer's receivables

Insofar as legally permitted and exclusively with respect to a Business Customer, the Business Customer grants bmfabrics a pledge over all its existing and future receivables against third parties. This pledge serves as security for payment of all amounts owed by the Business Customer to bmfabrics under this agreement, other orders, invoices, damages, interest, collection costs and other related legal relationships. The pledge includes, among other things, receivables of the Business Customer against end Customers, consumers, Dealers, principals, contractors, subcontractors, insurers, public authorities and other natural or legal persons. The Business Customer declares that it will not pledge, assign or encumber these receivables in a manner contrary to bmfabrics' rights. The Business Customer provides, on first request, all information necessary to identify, establish, register, notify to third parties or exercise the pledge. The Business Customer authorises bmfabrics, insofar as legally permitted, to notify the pledge to the debtor concerned and to receive payment of the pledged receivables directly where the Business Customer fails to meet its payment obligations. Payments received by bmfabrics under this pledge are set off against the amounts owed by the Business Customer to bmfabrics. This pledge arrangement does not apply to a Consumer Customer and is always applied within the limits of the applicable mandatory law, the rules on

enforceability against third parties, concurrence, seizure, bankruptcy and judicial reorganisation.

22.8. Retention of title

The products remain the property of bmfabrics until the Customer has paid in full all amounts owed under the agreement and, insofar as legally permitted, related orders. For as long as ownership has not passed, the Customer stores the products carefully, identifiably and separately from third-party goods where reasonably possible. The Customer may not pledge, encumber, process or dispose of the unpaid products, except for normal resale by a Business Customer in the course of its normal business operations. In the event of non-payment or serious payment problems, bmfabrics may, insofar as legally permitted, suspend further delivery and reclaim the not yet processed products.

22.9. International debt collection

The provisions of this article also apply to a foreign Business Customer. The Customer pays all bank charges, transfer costs, exchange rate costs, correspondent bank costs and other payment costs, so that bmfabrics receives the full invoice amount net. bmfabrics may engage Atradius, another credit insurer, a collection partner, lawyer, bailiff or other professional service provider for credit management, credit insurance and debt collection. The Customer provides all cooperation reasonably necessary for the assessment, declaration, follow-up and collection of an outstanding receivable. The Customer provides, on first request, the Order, Order Confirmation, invoice, delivery documents, transport documents, correspondence and all information regarding a dispute, payment problem, insolvency or counterclaim. The Customer may not suspend payment because of internal approval procedures, payment by an end Customer, resale, financing, customs formalities, import formalities or other internal or external procedures not attributable to bmfabrics.

22.10. Duty to notify in the event of payment problems

The Customer informs bmfabrics immediately where it foresees that it will not be able to pay an invoice in time or in full. The Customer also informs bmfabrics immediately of an application for, or opening of, an insolvency procedure, judicial reorganisation, bankruptcy, liquidation, seizure, suspension of payments, collective debt settlement or other event that may affect its ability to pay or creditworthiness. Failure to communicate such information in time constitutes a serious contractual shortcoming.

23. International orders

23.1. Scope

This article applies to international orders outside Belgium, Germany, the Netherlands, France and Luxembourg.

23.2. Standard delivery condition

In the absence of a deviating written agreement, EXW Herzele, Incoterms® 2020 applies to international orders. bmfabrics makes the Products available in Herzele in that case. The Business Customer is responsible for loading, transport, transport insurance, export and import formalities, customs, taxes, customs clearance costs and all other costs related to the international transport.

23.3. Transport arranged by bmfabrics

bmfabrics may, at the request of the Business Customer or where agreed for the order, arrange the transport in whole or in part.

The related transport and other delivery costs are charged to the Business Customer in accordance with the order confirmation, the applicable price list or the actual costs.

The fact that bmfabrics arranges the transport does not change the applicable transfer of risk, unless the order confirmation expressly states a different delivery condition or Incoterm.

23.4. Applicable delivery condition and Incoterm

The applicable delivery condition and Incoterm are stated per international order in the quotation, the order confirmation or the invoice.

Where no deviating Incoterm is stated, EXW Herzele, Incoterms® 2020 applies.

23.5. Pro forma invoice and payment before delivery

For international orders, bmfabrics may send a pro forma invoice and require payment before dispatch or delivery.

24. Retention of title

The products remain the property of bmfabrics until the Customer has paid in full all amounts owed under the agreement. For as long as ownership has not passed, the Customer may not pledge, encumber or dispose of the products, except for normal resale by a Business Customer in the course of its normal business operations. The Customer stores the products carefully and prevents loss, damage and mixing. In the event of non-payment or serious payment problems, bmfabrics may suspend further delivery and, insofar as legally permitted, reclaim the not yet processed products.

25. Force majeure and hardship

25.1. Force majeure

bmfabrics is not liable for delay or non-performance resulting from a circumstance beyond its reasonable control. Force majeure includes, among other things, production problems, shortages of materials or raw materials, problems with suppliers, transport problems, strikes, lock-outs, fire, flooding, extreme weather conditions, government measures, war, pandemics, technical failures and other unforeseen circumstances. bmfabrics informs the Customer as soon as reasonably possible of the consequences of the force majeure. Where the force majeure continues for a reasonable period, the parties may consult on an adjusted performance, an alternative product, a new delivery period or termination of the agreement, insofar as legally permitted.

25.2. Hardship

Where, after conclusion of the agreement, circumstances arise that could not reasonably have been foreseen, are beyond bmfabrics' control, and make performance of the agreement significantly more burdensome or expensive without rendering performance impossible, bmfabrics may invoke the doctrine of hardship (imprévision). This applies, among other things, to exceptional and contractually unaccounted-for increases in the costs of raw materials, fabrics, production, energy, wages, transport, imports, exchange rates or other elements directly connected with the order, insofar as these circumstances are not already fully covered by article 9. bmfabrics informs the Customer of this in writing as soon as reasonably possible and may propose to renegotiate the agreement, including regarding the price, the delivery method, the performance, the alternative product or the delivery period. The Customer continues to perform the agreement and does not unilaterally suspend its payment or other obligations while the parties are negotiating, except where mandatory statutory provisions provide otherwise. Where the parties do not reach

an agreement within a reasonable period, bmfabrics may, insofar as legally permitted, adjust the performance to the changed circumstances or terminate the agreement in whole or in part without owing damages. Services already performed and costs already incurred or unavoidable remain payable.

26. Privacy and data processing

bmfabrics processes personal data for the performance and administration of the Agreement, including preparing quotations, ordering, production, delivery, installation, communication, invoicing, complaint handling, warranty and debt collection. Processing takes place in accordance with the applicable privacy legislation. The Customer may, within the statutory limits, request access, rectification, erasure, restriction or object. Where a dealer, shop, Stylist or interior professional, external workshop, installer or other professional intermediary provides bmfabrics with personal data of an end Customer, that intermediary is responsible for the lawfulness of that transfer and for informing the data subject.

27. Applicable law and jurisdiction

27.1. Applicable law

The Agreement, its formation, performance, interpretation, termination, payment, delivery, conformity, warranty and contractual liability are governed exclusively by Belgian law. The application of Belgian law is subject to the mandatory provisions of private international law and the directly applicable European rules on the applicable law.

27.2. Business Customer

For agreements with a Business Customer, the choice of Belgian law also covers the contractual and, insofar as legally possible, the related non-contractual claims connected with the agreement, the products, the delivery, the installation or the performance of the services. This choice of law does not affect provisions of special mandatory law, public policy rules or other statutory provisions that cannot be waived under the applicable law.

27.3. Consumer Customer

For agreements with a Consumer Customer, Belgian law remains applicable, without prejudice to the protection the Consumer Customer enjoys under the mandatory provisions of the law of the country where he has his habitual residence, where those provisions apply under the applicable private international law. No provision of these General Terms and Conditions of Sale is intended to deprive the Consumer Customer of the protection afforded to him by mandatory law.

27.4. Foreign Business Customer

For all disputes with a foreign Business Customer, the courts of the judicial district where bmfabrics has its registered office have jurisdiction, subject to mandatory law. The Business Customer accepts this choice of jurisdiction by placing the order, accepting the Order Confirmation, or continuing the contractual relationship without timely and reasoned objection. This choice of jurisdiction does not affect the rules on international jurisdiction and the recognition and enforcement of judicial decisions.

27.5. Incoterms

Where an Incoterm is stated in the Order Confirmation, that Incoterm is interpreted in accordance with the Incoterms® version stated in the Order Confirmation. The Incoterm governs exclusively the allocation of costs, formalities, delivery and risk described in that Incoterm. It does not change the other contractual provisions, the applicable choice of law, the conformity rights or the mandatory statutory protection of the Consumer Customer.

27.6. Exclusion of the Vienna Sales Convention

The United Nations Convention on Contracts for the International Sale of Goods, also known as the Vienna Sales Convention (CISG), is excluded, insofar as this exclusion can be validly agreed.

28. Signature and contract documents

By signing, digitally accepting, placing the order or otherwise unambiguously confirming the agreement, the Customer declares that he has received, been able to read and accepts these General Terms and Conditions of Sale.

The documents applicable to the specific order are stated in the order confirmation. Where contract documents supplement one another, they are read together. In the event of a discrepancy, the most specific and most recent written agreement prevails, unless expressly provided otherwise therein.