

I. Identification data of the 'seller'

DOCKX MOVERS nv
Terbekehofdreef 12
BE-2610 Wilrijk
VAT number: BE 0430 660 697
Tel.: +32 3 827 30 30
Email: boxes@dockx.be

II. Definitions and scope of application

Dockx Movers nv, with its registered office at Terbekehofdreef 12, 2610 Wilrijk, registered with the Crossroads Bank for Enterprises under number 0430 660 697, and hereinafter referred to as the 'seller', offers its customers the opportunity to purchase products from the e-shop available online via the website www.dockx-boxes.be. The range available in the e-shop is intended exclusively for purchases made in Belgium.

These General Terms and Conditions, hereinafter referred to as the 'General Terms and Conditions' are applicable to all orders placed in the seller's e-shop (www.dockx-boxes.be).

These General Terms and Conditions are a part of the contract that binds the seller and the customer, hereinafter jointly referred to as the '*parties*'.

The '*customer*' is any natural person (including a consumer as defined below) or legal entity that orders products from the seller.

The '*consumer*' is the natural-person customer, who conducts business for purposes that fall outside the scope of his/her commercial, business, trade, or professional activities.

A '*Dockx Service Shop*' is a staffed location of Dockx Rental nv, where the customer can rent a vehicle, as well as pick it up and return it, and/or purchase or rent moving materials. An overview of the various Dockx Service Shops can be found on the seller's website.

These General Terms and Conditions are solely applicable, with the exclusion of the customer's general or special terms and conditions.

The General Terms and Conditions are available for consultation at any time on the seller's website: www.dockx-boxes.be.

When placing an order, the customer must explicitly agree that he/she has read the General Terms and Conditions, thus confirming that he/she accepts any rights and obligations arising from this. The fact that the customer has not received the General Terms and Conditions in his/her native language does not release him/her in anyway whatsoever from respecting their application.

The seller maintains the right to change these General Terms and Conditions at any time and without prior notice. These changes shall be applicable to any products ordered after the implementation of said changes.

III. Range and availability

The products offered for sale by the seller are only offered to the extent in which they are in stock. The seller can change or remove any products in the range at any time.

Although the range is compiled with the utmost care, there is still a chance that the available information is incomplete, contains errors, or is not up-to-date. The seller is in no way whatsoever liable for material errors, spelling, or printing mistakes.

Customers with questions about the products (dimensions, material, availability, etc.) can always contact the closest Dockx Service Shop or send an email to boxes@dockx.be.

Should one or more products be unavailable after paying for the order, the seller undertakes to inform the customer of this as quickly as possible and offer the customer the choice to receive a repayment, to change the order, or to postpone it until the relevant product(s) are back in stock. The seller cannot be held liable in anyway whatsoever for the unavailability of the product(s).

IV. Ordering

To place an order, the customer selects the product(s) that he/she wishes to order by going to the seller's website, filling in the requested information, checks the accuracy of the order and the information entered, and then makes the payment.

After the seller receives proof of payment from the bank, it sends the customer a summary of the order with the related invoice via email. This summary contains, among other things, the order number, the products ordered and their prices, as well as an indication of the anticipated date of delivery or the anticipated time of availability for pickup from the Dockx Service Shop that has been selected.

The seller maintains the right to suspend, cancel, or refuse the customer's order, in particular, if the information provided by the customer is found to be manifestly incorrect or incomplete, or if there is a dispute concerning the payment of a previous order.

V. Price

The price of the products is indicated in euros and includes VAT.

Any increase of the VAT (Value Added Tax) or any new tax that could be levied in the time between the order and the delivery shall automatically be charged to the customer.

The delivery costs are not included in the stated prices but are separately stated in the process of the order procedure.

VI. Delivery and/or execution of the order

Deliveries are only possible in Belgium.

It is possible for the customer to pick up the purchased products in one of the Dockx Service Shops, as indicated during the order procedure or to have the relevant products delivered to a specific address.

The delivery period stated by the seller is not a final deadline and is only provided as an indicator. It does not bind the seller in any way whatsoever. Therefore, a delay in the delivery of the order cannot give rise to any kind of claim, interest payments, termination of the contract, and/or suspension of the customer's obligations.

The order can only be delivered or released to the customer after payment in full. The risks of damage or loss are transferred to the customers as from the moment that the products are delivered or picked up.

VII. Retention of title

The seller remains the owner of the products until the point at which payment is made in full. The right of ownership of the products is only transferred to the customer after pickup or delivery of the products and after payment of the order in full.

As long as the payment of the sales price has not been made, the customer is prohibited from pledging, gifting, or using these items as surety for any reason whatsoever.

VIII. Right of withdrawal

In accordance with Article VI.47 of the Belgian Code of Economic Law, the consumer who orders the products remotely from the seller has a period of 14 calendar days as from the day of the delivery of the products or notification that these are available for pickup from the specified collection point to notify the seller that he/she has decided to withdraw from the purchase, without having to pay any restitution or provide any motive for this decision. If this period includes a Saturday, Sunday, or bank holiday, then it is extended to the next business day.

The consumer must notify the seller (Dockx Movers nv, Terbekehofdreef 12, 2610 Wilrijk (BE 0430 660 697) / +32 3 3 827 30 30 / boxes@dockx.be) of the decision to withdraw from the purchase using a form available on the website of the FPS Economy, SMEs, Self-employed and Energy (economie.fgov.be) or in a statement in which the withdrawal from the contract is made indisputably clear.

The consumer must send back or hand over at one of the Dockx Service Shops the product(s) he/she no longer wants, in perfect condition and in the original packaging, immediately and within no later than 14 calendar days after having notified the seller that he/she wants to exercise the right of withdrawal.

The seller shall return the amount paid by the consumer for the relevant products as quickly as possible to the latter within no later than 14 days as from the date that the products are returned. Only the direct costs related to returning the goods are exclusively to be paid by the consumer.

The consumer is liable for every depreciation in the returned product(s) that is the result of use by the consumer that goes beyond what is necessary to determine the nature, properties, and operation of the goods. In such cases, the consumer can be held liable for paying restitution of the damages to the seller.

The consumer who opens a product or uses it before the period within which the right of withdrawal can be exercised expires is considered to have waived his/her right of withdrawal with respect to this specific product.

The consumer shall not be able to exercise his/her right of withdrawal if he/she is found to be in one of the other exceptional cases stipulated in Article VI.53 of the Belgian Code of Economic Law, in particular, in cases where the relevant goods were manufactured according to the customer's specifications or that were clearly personalised.

IX. Cancellation of the order

The customer who does not satisfy the conditions for being able to exercise the right of withdrawal stated in the previous clause of these General Terms and Conditions and who wishes to cancel his/her order must inform the seller of this, and the latter shall inform the customer concerning the procedure to be followed.

Any deposit that the customer paid to the seller shall not be repaid to the customer. If the customer did not pay a deposit, then the seller has the right to claim a cancellation fee from the customer that is equal to 30% of the price of the products that are included in the order cancelled by the customer. In cases concerning customised and/or personalised products, the seller is entitled to claim payment of the full sales price.

X. Receipt of the order and complaints

The customer is responsible for checking the enclosed order form and the conformity of the products that are delivered to him/her or which he/she picked up at the specified collection point against the products that he/she ordered.

Any visible damages and/or qualitative shortcomings, or any other complaints must be reported immediately to the seller on penalty of the nullity of all the customer's rights.

If a complaint is justifiable, the seller may choose between replacing the product or reimbursing the customer for the price paid for these products, without the seller being liable for any claims.

XI. Warranty

- Legal warranty for all customers:

In accordance with Articles 1641 through 1643 of the Belgian Civil Code, the seller is responsible for indemnifying the products against any hidden defects that could make the products unsuitable for the use for which they are intended, or which reduces this use in such a way that the customer, if he/she had known of the defect, would only have purchased the products at a reduced price or would not have purchased them at all.

In cases where a hidden defect is detected, the customer must act as soon as possible in accordance with Article 1648 of the Belgian Civil Code. The customer shall be able to choose between returning the product with a hidden defect with full repayment of the price or keeping the product if only part of the price can be repaid.

The seller is not responsible for indemnifying the products against visible defects that the customer has detected or should have detected at the time of the sale or delivery. The seller is only responsible for indemnifying the customer against hidden defects of which the seller itself was aware at the time of the sale and of which the seller did not inform the customer.

The customer's only valid certificates of warranty vis-à-vis the seller are the invoice, the receipt, or the order form. The customer must save these documents and present them in their original form as the case may be.

- *Additional legal warranty for consumers:*

In accordance with Article 1694^{quater} of the Belgian Civil Code, the consumer has a legal warranty period of two years for every lack of conformity that existed at the time of the delivery of the product and which arises within a period of two years thereafter, starting from this delivery date.

This warranty entails repairs to or the replacement of the defective products at no extra cost for the consumer.

However, if the repair or replacement is impossible for the seller, is out of proportion, or could cause the consumer significant trouble, the seller can propose an appropriate reduction of the price or repayment to the consumer, subject to the return of the defective products by the consumer.

If the replacement parts or the specific accessories required for the repair of the product are no longer available from the manufacturer, then the seller cannot be held liable for the loss of the possibility to use the product.

The consumer is responsible for informing the seller in writing immediately and no later than two months, as from the day on which the defect was detected, of this defect on penalty of the loss of his/her right to submit complaints.

The consumer's only valid certificates of warranty vis-à-vis the seller are the invoice, the receipt, or the order form. The consumer must save these documents and present them in their original form as the case may be. The warranty period comes into effect on the date stated in these documents.

This warranty cannot be applied if the defect is due to improper use, an external cause, poor maintenance, normal wear and tear, or any use that is not in compliance with the manufacturer's or seller's instructions.

XII. Liability

Generalities. The customer acknowledges and accepts that all obligations to which the seller is held must be stated expressly and that the former cannot be held liable for the latter's deceit and serious errors. In a hypothetical situation in which the customer demonstrates a serious error or deceit committed by the seller, then the damages that the customer can claim is limited to the material damage that is the direct result of the error attributed to the seller, with the exclusion of any other damages. In any case, this claim cannot amount to more than 75% (excluding taxes) of the amount that was effectively paid by the customer in execution of the order.

The customer also acknowledges that the seller is not liable for any indirect damages that are caused by the delivered products, such as loss of other incomes, increased general costs, loss of clientele, etc.

The seller is not responsible if the customer provides the wrong information or if the order is placed by a third party on behalf of the customer.

Materials. If the customer imposes a specific procedure or materials of a specific quality, or a previously stipulated type of origin, despite the justified reservation in writing drawn up by the seller, then the seller is released from any liability relating to the defects in the product that were caused by the choice of the abovementioned procedure or the abovementioned materials.

XIII. Internet and new technologies

The customer acknowledges the limitations and risks related to the use of the internet or any other means by which the website shall be made available presently or in the future. The customer also acknowledges the risks related to the numerical or electronic storage and transfer of data.

The customer accepts, considering the stated risks, that the seller cannot be held liable for the damages caused by the use of the seller's website (as well as any applications) or by the internet. The customer accepts, among other things, that the exchanged electronic communication and the backups created by the seller can serve as evidence.

XIV. Intellectual property rights

The information, logos, drawings, brands, models, slogans, corporate style, etc. that are accessible through the seller's website or catalogue are protected by intellectual property rights.

Barring any previous conditions expressly stated otherwise, the customer is not allowed to change, reproduce, let, loan, sell, distribute, or create any derivative works based on the entirety or a portion of the seller's website or elements pictured in the seller's catalogue.

Barring any express deviations from the above, the agreed price does not in any way entail a transfer of the intellectual property rights and/or industrial rights for any reason whatsoever.

XV. Processing personal data

Concerning the collection and use of personal data, the seller refers to its Privacy Policy, the most recent version of which is always available on the website www.dockx-boxes.be.

The Privacy Policy can be changed by the seller. If the policy is changed significantly, then this shall be communicated on the website and the amended Privacy Policy shall be posted on the website.

XVI. Miscellaneous provisions

Force majeure or coincidence. The seller cannot be contractually or otherwise held liable in cases of temporary or permanent inability to fulfil its obligations if this inability is attributable to a case of force majeure or coincidence.

The following, in particular, are considered to be cases of force majeure or coincidence:

- 1) the loss or destruction of all or a part of the seller's ITC systems or databases, if one of these events cannot be reasonably and directly attributed to the seller and if it cannot be demonstrated that the seller failed to take all reasonable measures necessary to have prevented these events;
- 2) earthquakes;
- 3) fire;
- 4) floods;
- 5) epidemics;
- 6) acts of war or terrorism;
- 7) (un)announced strikes;
- 8) lockouts;
- 9) blockades;
- 10) revolts and riots;
- 11) a suspension of the utilities (such as electricity);
- 12) a disruption in the internet connection or the databases;
- 13) a disruption in the telecommunication networks;
- 14) the loss of the internet connection or the connection to the telecommunication networks upon which the seller depends;
- 15) an act executed or a decision made by a third party that impacts the proper execution of this contract; or
- 16) any other cause that is beyond the seller's reasonable control.

Unforeseeable circumstances. If, as a result of circumstances beyond the seller's will, the seller is no longer able to comply with its obligations or if the execution of these obligations becomes more expensive or more difficult, the customer and the seller shall undertake to faithfully and loyally renegotiate the contractual terms and conditions within a reasonable amount of time in order to restore balance. If an agreement cannot be reached within a reasonable amount of time, each party shall be entitled to dissolve the contract and to revoke the contractual relationships binding the parties without any claim of any nature whatsoever being owed.

Penalties for non-payment. Without prejudice to any of the seller's other rights, in the case of late or non-payment, the customer shall owe as from the date of the default, by law and without notice, an interest of 10% of the unpaid amount, as well as a fixed-sum remuneration of 10% of the relevant amount with a minimum of EUR 25.00 per invoice.

Termination of the contract. In case of the customer's insolvency or in case of unpaid debts, including if these arise from previous contracts between the customer and the seller, the seller is entitled to suspend the fulfilment of its obligations until the day that the customer pays all open debts in full.

In case the customer does not fulfil his/her obligations, the seller can immediately terminate the contract at the customer's expense and without owing any damages to the customer. This contract termination can result, as the case may be, in the customer having to pay damages and interest to the seller.

Infringement of the validity. Unless expressly stated otherwise, any irregularities in or nullity of a clause, a paragraph, or a provision (or of a party of a clause, a paragraph, or a provision) shall not infringe upon the validity of any other clauses, paragraphs, or provisions of these General Terms and Conditions in any way whatsoever, nor shall it infringe upon the remaining part of this clause, paragraph, or provision.

Titles. The titles used in these General Terms and Conditions are for reference purposes only and used for the sake of convenience. They have a general impact on the meaning or scope of the provisions they indicate.

No cession. The inertia, negligence, or delay by the seller in exercising one of its rights or resources in application of these General Terms and Conditions cannot in any case whatsoever be considered as the seller having ceded this right or resource.

Customer Service. The seller's Customer Service can be reached by calling the telephone number for the closest Dockx Service Shop, by emailing boxes@dockx.be, or contacting the seller at the address Terbekehofdreef 12, 2610 Wilrijk.

Applicable law and authorised courts. Every dispute relating to the products delivered by the seller, as well as any disputes relating to the validity, interpretation, or execution of these General Terms and Conditions are subject to Belgian law and are the sole jurisdiction of the courts of the judicial district of Antwerp.