

Contact information

Wever & Ducré BV ("Wastberg+")
Spinnerijstraat 99/21, 8500 Kortrijk, Belgium
Registration number: 0841.273.080
Telephone: +32 56 49 2800
shop@wastberg.com

1. General conditions

- 1.1. These terms and conditions shall apply when customers order products via our website <https://www.wastberg.com>
- 1.2. Wastberg+ has the right to modify, replace or discontinue any product without prior notice.
- 1.3. By placing an order customers declare to understand and accept these terms and conditions.

2. Prices and payment

- 2.1. All prices shown on Wastberg+'s website are inclusive of VAT. The product prices shown do not include a delivery fee. Standard deliveries are free of charge. For business-related transactions, it is agreed that prices quoted may be recalculated proportionately if the seller's costs increase up to the time of delivery.
- 2.2. Payment can be made with all major credit cards.
- 2.3. Goods will be dispatched only upon receipt of full payment from the customers.
- 2.4. Wastberg+ shall retain title to all goods delivered until complete payment of the purchase price plus any interest or charges arising.

3. Orders etc.

- 3.1. All prices shown on Wastberg+'s website are without obligation and subject to confirmation.
- 3.2. A sales agreement between Wastberg+ and the customers is generated - after Wastberg+ has received a binding offer from the customers in form of an order placed on Wastberg+'s website - through an order confirmation email, which will be sent to the customers. A mere confirmation of receipt however does not constitute a binding acceptance of the order. For consumers, Wastberg+ reserves the right to accept the order within 5 Swedish business days.

4. Delivery terms

- 4.1. Wastberg+ aims to deliver online orders within the EU within approximately 14 days of purchase, or such other period stated in the order confirmation email.
- 4.2. Should Wastberg+ – i.e., in the case of products being unavailable – be unable to deliver the order, Wastberg+ will inform the customers of this situation without undue delay.
- 4.3. In case of circumstances which are unforeseeable or not dependent on a party's will, as for events of force majeure on the part of Wastberg+ or its subcontractors, Wastberg+ is entitled to postpone the delivery for the duration of these circumstances and an adequate initial period and in the event of longer-term delays, to withdraw from the contract in whole or in part, without any claims against Wastberg+ arising from this or Wastberg+ being considered in default. These circumstances include primarily, but are not limited to, armed conflicts, official interventions and prohibitions, transport and customs delays, transport damage, energy and raw material shortages, strikes and lockouts, extraordinary (natural) events, epidemics, pandemics and cyber-attacks.
- 4.4. Deliveries will be made to the address provided by the customers. Wastberg+ only ships within the EU. Should the address provided by the customers be wrong, incomplete or contain unclear information customers will be liable for all resulting costs.
- 4.5. Wastberg+ is authorised to make partial or advance deliveries and issue respective invoices.
- 4.6. Customers shall notify the carrier, or any other person or company charged with transporting the goods immediately upon delivery of apparent transport damages or faults and receive a confirmation for doing so. Hidden transport damages

or faults shall be reported to the carrier, or any other person or company charged with transporting the goods, immediately upon discovery of the damages or faults, however no later than within 7 days after the delivery of the goods. Customers shall additionally notify Wastberg+ of the transportation damage or fault within 4 days after the delivery of the goods or the discovery of the damages or faults; otherwise Wastberg+ is entitled to exclude a settlement of transportation damages or faults.

4.7. For company-related transactions, the place of fulfilment for delivery shall be Wastberg+'s premises in the absence of an express agreement. The risk of damage to or loss of the goods shall pass to the customer when the goods are handed over to the carrier or another person or company commissioned with the transport.

5. Withdrawal

- 5.1. Consumers within the EU have a right to withdraw from a Distance Sales Contract within a period of 14 working days with effect from the date of receipt of the goods. Consumers can learn more about their right of withdrawal from our Instructions on Withdrawal: [Download](#)
- 5.2. In cases where the customers – insofar as they are not consumers exercising their statutory right of withdrawal – wish to withdraw from a contract, they shall first obtain approval from Wastberg+. After a withdrawal has been approved, Wastberg+ will provide the customers with a return item number and a freight label. Withdrawals made within 14 days from the issue date of the order confirmation are subject to a cancellation fee of 0 % of the order value. After this 14-day-period, customers have the right to withdraw from a contract within another 14 days against payment of a cancellation fee of 20 % of the order value. After 28 days, customers may only withdraw from the contract against a cancellation fee of 100%.
- 5.3. Approved returns must be sent by the customers to Wastberg+'s warehouse at Evolis 118, 8530 Harelbeke, Belgium, within 14 days from receiving the freight label and the return item number. Otherwise, the customers will not receive any credit. Upon receipt of the returned product, Wastberg+ will reimburse the order value in accordance with clause 5.2.
- 5.4. All returns shall be sent to Wastberg+ in their original packaging with the provided freight label and be marked with the return item number. If the return package lacks freight label or the return item number, Wastberg+ will reject the return.
- 5.5. Notwithstanding with the withdrawal rights according to these Terms and Conditions, Wastberg+ may withdraw from the contract if (a) circumstances occurring after the conclusion of the contract make it economically unviable or impossible for Wastberg+ to fulfil the contract, or (b) delivery, for reasons that are the responsibility of the customers, cannot be carried out or is unduly delayed even after the allowance of a reasonable grace period from Wastberg+. In these cases, Wastberg+ also reserves the right to claim damages.

6. Statutory warranty

- 6.1. Wastberg+ gives a two (2) year warranty for businesses - valid from the invoice date. For consumers, the applicable statutory warranty period shall apply.
- 6.2. Any existing warranty is void for defects caused by poor and/or incorrect installation, faulty maintenance, incorrect or negligent handling or storage, improper repairs, modifications without Wastberg+'s written consent, natural wear and tear, excessive strain, unsuitable operating conditions and utilities, as well as chemical, electrochemical or electrical influences. Wastberg+ is not responsible for, as well as climatic or other naturally caused influences. Lamps and degradable electronic components are excluded from any warranty, as far as legally permissible. Colour point shift that takes place over the product life is to be considered as wear. Failure of single LED light points is not a defect, provided a substantial impairment of the total light flux does not take place or the single point

of light loss is only slight in relation to the total points of light. Warranted properties are only those that are expressly designated as such in the product information. Technical or formal changes to the products, which serve improvement or result from a change in statutory regulations, can be performed by Wastberg+ without further publications.

6.3. If a purchased item is defective or faulty, consumers have the right to demand that the product is repaired or re-delivered. Wastberg+ may refuse the remedy chosen by the customer if it is either impossible or – in relation to the other remedy – would require a disproportionate effort from Wastberg+. In serious cases, i.e. where repair or re-delivery is impossible or infeasible, consumers may choose to receive a price reduction or – provided that the defects are not minor – to cancel the purchase and receive a refund.

6.4. Businesses are obliged to examine the delivered goods or the services carried out with regards to defects without undue delay and with professional care and shall report obvious defects to Wastberg+ in writing within a week of receiving the goods; otherwise the assertion of statutory warranty is excluded. Hidden faults must be reported in writing within a week of discovery. Businesses bear the full burden of proof that all the conditions for a claim are met, especially for the defect itself, for the point in time when the defect is established and that the defect is reported in time. For those defects covered by Wastberg+'s warrant obligations, Wastberg+ shall be entitled to choose to offer either to rectify the defect or provide a replacement. Wastberg+ shall be given the time necessary to examine and remedy the defects or supply replacement parts or equipment, as applicable.

6.5. Any removal of a defect or other warranty remedy shall not result in a renewal of the warranty period.

6.6. Costs related to transport, troubleshooting, disassembly, electricians and other installation costs cannot be charged to Wastberg+ unless the customers are consumers in accordance with the statutory definition and a claim is mandatory by law.

6.7. If the customer sends a product to Wastberg+ and there is no warranty case, a repair can – if possible – be carried out at the customer's expense. If the customer decides that a repair should not be carried out, or if Wastberg+ determines that a repair is not possible, the customer must indicate whether the product will be scrapped or returned at the customer's expense. If Wastberg+ does not hear back from the customer within 6 months of the request, Wastberg+ reserves the right to scrap the product or use it elsewhere.

7. Liability

7.1. Outside of the scope of product liability regulations, Wastberg+'s liability towards customers is limited to malicious intent or gross negligence. Excluded from this liability limitation are culpably caused personal injuries.

7.2. Liability for slight negligence, compensation for consequential and financial losses, savings not achieved, loss of profits, lost data, losses of interest, and for damages resulting from claims made by third parties against Businesses are ruled out.

8. Intellectual Property Rights and Copyright

All documents and sales information such as catalogues, brochures, documents and drawings, photos as well as offers, projects, any other technical documents, e.g. plans or models, and any contents on Wastberg+'s website remain the intellectual property of Wastberg+. Wastberg+ is entitled to ask to return documents. Any processing, copying, circulation and/or public reproduction other than for private use shall be deemed illegal and prohibited.

9. No re-export to Russia and Belarus clause

9.1. The Customer shall not sell, export or reexport, directly or indirectly, to the Russian Federation or to the Republic of Belarus for use in the Russian Federation or in the Republic

of Belarus any goods supplied under or in connection with the contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation (EU) no 765/2006.

9.2. The Customer shall undertake its best efforts to ensure that the purpose of 9.1. is not frustrated by any third parties further down the commercial chain, including by possible resellers.

9.3. The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of 9.1.

9.4. Any violation of 9.1, 9.2, or 9.3. shall constitute a material breach of an essential element of the contract, and Wastberg+ shall be entitled to seek appropriate remedies, including, but not limited to:

- (i) termination of the contract and
- (ii) a penalty of 15% of the total value of the contract, but at least EUR 5.000,00 or price of the goods exported, whichever is higher.

9.5. The Customer shall immediately inform Wastberg+ about any problems in applying 9.1., 9.2. or 9.3., including any relevant activities by third parties that could frustrate the purpose of 9.1. The Customer shall make available to Wastberg+ information concerning compliance with the obligations under 9.1., 9.2. and 9.3. within two weeks of the simple request of such information.

10. Data Protection

10.1. The protection and safety of customers' data is important to Wastberg+. Wastberg+ processes customer data only according to data protection law, with legal basis and for adequate purposes, especially to fulfil contracts and other legal obligations. Details are contained in the Data Protection Statement of Wastberg+, which constitutes an integrated part of these Terms and Conditions: <https://www.wastberg.com/en/privacy-policy>

10.2. Customers enjoy data protection rights, especially the rights to access information, rectification, erasure, restriction of processing, data portability, to object and lodge complaints. Further information is contained in the Data Protection Statement.

11. Final provisions

11.1. Belgian law shall apply to the terms and conditions and the sales agreement. This does not apply to consumers if it would deprive them of relative protections granted by mandatory legal provisions under the laws of the state where they have their permanent residence. Disputes arising in connection with the terms and conditions or the sales agreement shall be settled in court, with the courts of Kortrijk District (Belgium) as the court of first instance. For consumers, this is applicable only if they have their residence, usual place of living or place of employment in this area. In all instances, however, Wastberg+ reserves the right to claim for damages at the general place of jurisdiction of the respective customer.

11.2. If any provisions of the contract with the customers, including these General Terms and Conditions, are or become ineffective, in full or in parts thereof, the validity of the other provisions shall not be affected. In this event the parties are obliged to replace a completely or partially invalid provision with one that most closely corresponds to the intended purpose of the original provision.