

INVOICE AND GENERAL PAYMENT TERMS



Anchorlab BV

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These invoice and general payment terms apply to all services, deliveries and invoices issued by Anchorlab BV, unless expressly agreed otherwise in writing.

Article 1 – Applicability

Any order, assignment or agreement implies full acceptance of these invoice and general terms and conditions, which are deemed to form an integral part of the contractual relationship between Anchorlab BV and the customer, to the exclusion of the customer's own terms and conditions.

Article 2 – Invoicing and payment

- 2.1. All invoices are payable within 30 calendar days from the invoice date, unless expressly stated otherwise on the invoice or expressly agreed otherwise in writing between the parties.
- 2.2. Payment shall be made by bank transfer to the bank account stated on the invoice, always quoting the relevant invoice number.

Article 3 – Late payment

- 3.1. In the event of non-payment or partial payment on the due date, the outstanding amount shall, by operation of law and without prior notice of default, accrue late payment interest in accordance with the Belgian Act of 2 August 2002 on combating late payment in commercial transactions, as amended from time to time.
- 3.2. In addition, a fixed compensation of 10% of the outstanding invoice amount shall be due, with a minimum of EUR 40, without prejudice to the right of Anchorlab BV to claim higher compensation if actual damage exceeds this amount.
- 3.3. All reasonable recovery costs, whether administrative, extrajudicial or judicial, incurred as a result of late or non-payment shall be borne by the customer.

Article 4 – Retention of title

All goods delivered remain the exclusive property of Anchorlab BV until full payment of the principal amount, interests, costs and any damages. Risk shall pass to the customer in accordance with Article 5.

Article 5 – Transfer of risk

The risk of loss, theft or damage to goods shall pass to the customer at the time of delivery or, where applicable, when the goods leave the storage facility or warehouse of Anchorlab BV.

Article 6 – Complaints and disputes

6.1. Any invoice shall be deemed accepted unless detailed and reasoned objections are sent to Anchorlab BV by registered mail within 14 calendar days from the invoice date.

6.2. Complaints relating to goods delivered or services performed must be notified in writing within 14 calendar days after delivery or performance. Late complaints shall be inadmissible.

Article 7 – Cancellation and breach of contract

In the event the customer cancels an order or agreement in whole or in part, or if an agreement cannot be performed due to the customer's actions or omission, the customer shall owe liquidated damages amounting to 20% of the total contract or order value, without prejudice to Anchorlab BV's right to claim higher damages upon proof of greater actual loss.

Article 8 – Force majeure

Anchorlab BV shall not be held liable for any failure or delay in the performance of its obligations resulting from force majeure, including but not limited to strikes, transport disruptions, pandemics, governmental measures, fire, supplier failures or IT system outages.

Article 9 – Invalidity

Should one or more provisions of these terms be declared null, invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. The invalid provision shall be replaced by a valid provision that most closely reflects the original economic intent.

Article 10 – Applicable law and jurisdiction

10.1. All agreements and disputes shall be governed exclusively by Belgian law.

10.2. For disputes with customers who are not consumers, only the Enterprise Court of the judicial district where Anchorlab BV has its registered office shall have jurisdiction.

10.3. Where the customer qualifies as a consumer, the courts competent under mandatory Belgian consumer law shall have jurisdiction.

Article 11 – Reference on invoices

These invoice and general payment terms are deemed accepted upon receipt of the invoice and are mentioned on all invoices, quotations and agreements issued by Anchorlab BV.

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