

# TERMS OF SALES

## 1. GENERAL PROVISIONS

These terms and conditions of sale apply to all contracts entered into between FPE Bv ("50.8 Shop") and any customer (the "Customer") relating to the sale of products manufactured and/or sold by 50.8 Shop (the "Goods"), but also to the supply of any service. They may be subject to subsequent modifications. These General Terms and Conditions also apply to all quotes and price estimates issued by 50.8 Shop.

## 2. OFFER

All offers and quotes are always non-binding. If an offer or quotation from 50.8 Shop contains an acceptance period, this means that the non-binding offer becomes void in any case after the expiry of this period.

## 3. PRICE

The prices applicable on the day of the conclusion of the contract will be invoiced. All prices are exclusive of VAT and exclusive of shipping and/or transport and insurance costs, unless otherwise stated in the offer and order form.

## 4. DEADLINES, DELIVERIES AND COLLECTIONS

Unless otherwise stated in the offer or the order form, the delivery dates mentioned in these documents are approximate and have only an indicative value.

The deadlines only begin to run from the date of receipt of all the information or documents necessary for the order (in particular the taxation of goods for personalized suitcases). Unless required by mandatory law, non-compliance with Delivery Dates by 50.8 Shop shall under no circumstances give rise to the cancellation of an Order, nor to any compensation or damages of any kind, whether it be.

The Customer has no right to cancel an Order if the Goods in question have been specifically manufactured for the Customer. If the order must be spread over several deliveries, each delivery is considered as a separate contract: the delay of one or more deliveries does not give the Customer the right to cancel the other deliveries.

## 5. INVOICES AND TERMS OF PAYMENT

Unless otherwise indicated on the invoice, 50.8 Shop invoices are payable net, in euros, without discount or deduction and free of charge for 50.8 Shop in Belgium on the due date indicated on said invoices.

Any costs resulting from a payment abroad, including transfer costs to Belgium and exchange losses, are the responsibility of the Customer. 50.8 Shop is entitled to charge a surcharge on the sales price for these costs or to invoice these costs separately.

Without prejudice to the other rights of 50.8 Shop, any partial or total failure to pay an invoice on its due date will give rise, automatically and without further formal notice, to late payment interest, in accordance with Belgian law on late payment, of payment (law of 07.08.2002) and with a minimum of 15%, as well as compensation in accordance with the aforementioned law, but with a minimum of 15% of the amount invoiced, with a minimum of 200 Euros as fixed and unavoidable compensation.

## 6. RETENTION OF OWNERSHIP CLAUSE

The sale and receipt of the goods are made subject to the retention of title by 50.8 Shop. As long as the total price, including VAT, has not been paid by the Customer, the goods (whether received or not) remain the property of 50.8 Shop and the Customer is expressly prohibited from transforming the goods, to make them immovable by incorporation, to resell them or to alienate them in any other way.

## **7. ACCEPTANCE OF GOODS**

Unless another period is specified by 50.8 Shop or agreed between 50.8 Shop and the Customer, the Customer is responsible for verifying the conformity and proper functioning of the Goods within 8 (eight) days of the Date of Receipt and inform 50.8 Shop by registered mail of any discrepancies or problems within the same period. At the end of this period, the Goods are deemed accepted and free from defects.

If the goods delivered do not comply with the estimate or the order form, 50.8 Shop's warranty obligation with respect to material defects is limited to those of the manufacturer.

## **8. FORCE MAJEURE**

50.8 Shop will not be liable for failure to perform its obligations if the failure is due to an event of force majeure, including but not limited to shortage of personnel, energy, fuel, machinery and materials, technical failure or lack of revenue, war, riot, labor dispute, natural disaster, fire, flood, earthquake, explosion, pandemic or act of terrorism . In the event of a shortage of goods, 50.8 Shop has the right to refuse the production and delivery of goods at its discretion.

## **9. GDPR**

50.8 Shop processes personal data (e.g. full name, email address, address, telephone number) in accordance with applicable data protection laws and only for accounting purposes and other business-related activities, such as order processing. If personal data is shared with third parties or transferred outside of the EEA, this is only done with appropriate security measures in place. 50.8 Shop will not retain personal data longer than necessary for the purposes for which it was collected or as long as required by law.

Complaints must be submitted to the competent supervisory authority. If you have any further questions, to report a data protection breach or to change personal data, please contact 50.8 Shop: [info@fiftypointeight.shop](mailto:info@fiftypointeight.shop).

## **10. COMPLETE TERMS AND CONDITIONS**

These Terms of sales constitute the entire contract between 50.8 Shop and the Customer and supersede all previous contracts, agreements or arrangements (whether written or oral) which are the subject of these presents. Any addition or modification to these Terms and Conditions must be in writing and signed by an authorized representative of 50.8 Shop.

## **11. VALIDITY**

If any provision of these Terms and Conditions or any part thereof is or becomes invalid, the other provisions and other parts of the provision in question remain in full force and effect. If a translation of these Terms of sales is made available to the Customer, it is for information purposes only. In the event of any discrepancy between this translation and the Terms of sales, the French version of the Terms of sales shall prevail.

## **12. APPLICABLE LAW**

These Terms of sales are governed by Belgian law. In the event of a dispute concerning the interpretation, execution and meaning of this contract, only the courts of the judicial district of Flemish Brabant are competent.