

1. General conditions

These general conditions define, without prejudice to the application of special conditions, the respective obligations of PETROPREMA SA on the occasion of all the services provided by PETROPREMA SA whose registered office is located at Rue Joseph Genot 15 at 1080 Brussels, referenced at the Crossroad bank of Companies under company number 0434.071.535, hereinafter referred to as the "seller", and of any professional buyer or any consumer wishing to make a purchase via the seller's website, hereinafter referred to the "buyer".

The buyer expressly acknowledges having had access to these conditions, having read them, having understood them and having accepted them without reservation, it being understood that any order for a product via our website presupposes the consultation and express acceptance of the general conditions of sale. These general conditions of sale can be saved or printed by the customer.

The provisions which are not expressly derogated from, remain applicable. Only derogations subject to an express written agreement can modify the application of these general conditions. It is agreed that the specific provisions expressly accepted, take precedence over the general ones, in the event of discrepancy. Furthermore, it is expressly agreed that in the event of a conflict between the general terms and conditions of the customer and those of PETROPREMA SA, only the latter shall prevail.

The seller reserves the right to be able to modify its conditions of sale at any time. In this case, the applicable conditions will be those in force on the date of the order by the buyer.

Following terms are used :

Buyer: any natural person who has reached the age of majority and has full legal capacity or, failing that, the legal representative of this person. In the latter case, the legal representative is required to comply with these general conditions.

Consumer: any natural person who acquires or uses for purposes excluding any professional or commercial nature of the products placed on the market.

2. Characteristics of the goods and services offered

The products and services offered are those listed in the catalog published on the seller's website, within the limits of available stocks.

Each product is accompanied by a description established by the seller on the basis of the description transmitted by the supplier.

The photographs in the catalog are provided for informational purposes only and have a faithful image but are not contractual insofar as they cannot ensure perfect similarity with the physical products.

3. Order

The buyer, who wishes to buy a product or service must:

- *Be older than 18*
- *Fill in the identification form or give their customer number (if they have one);*
- *Complete the online order form giving all the references of the products or services chosen;*
- *Validate his order after having checked it;*
- *Acknowledge having read these general conditions and having accepted them;*
- *Make the payment under the conditions provided;*
- *Confirm the order and payment.*

The sale is deemed eligible when the order is confirmed by the seller.

No shipment of goods will be made without order confirmation and receipt of full payment thereof.

Products and services are offered within the limits of available stocks. In case of unavailability of an item, the seller will inform the buyer by email as soon as possible. The latter will have the possibility to choose between waiting (in the event of temporary unavailability) or canceling the order of the unavailable items, free of charge.

4. Duration

These conditions apply throughout the duration of the order, our services and the delivery of the goods as well as to all relations between the buyer and the seller.

5. Delivery - transport

Deliveries are made to the address indicated on the order form by a recognized carrier such as UPS®, TNT®, DHL® or express courier which can only be in the geographical area mentioned in article 8 of these general conditions.

In the event of absence during delivery to the address communicated by the buyer, the latter may contact the seller or the carrier within 48 hours in order to agree on another delivery date. Failing this or if the buyer fails or refuses to take delivery of the goods ordered, the seller reserves the right to demand performance of the contract or to consider, after prior formal notice, the latter as being automatically terminated. at the fault of the buyer. In the latter case, the seller will retain an amount equivalent to 30% of the sale price as compensation.

In the event of sale to a consumer, the goods are transported at the seller's risk until the goods are delivered to the delivery address specified by the buyer. From that moment, the buyer alone assumes the risks. In the event that the delivered goods are damaged, the buyer is obliged to refuse the goods or to accept them subject to a written reservation on the carrier's delivery note, to be completed together by the customer and the carrier. Any claim relating to the delivered goods must be received by the seller within 5 days of the date of receipt. Complaints must be sent exclusively by

registered letter to the head office: 15, Rue Joseph Génot, 1080 Brussels, Belgium, and be accompanied by a copy of the purchase invoice and the delivery slip supplemented by the written reservation mentioned above.

After this period, any subsequent complaint for apparent defects will no longer be taken into consideration.

In the event of sale to a professional, transport is at the risk of the buyer.

The delivery times communicated by the seller are strictly indicative unless otherwise agreed in writing.

In the event of a delay in delivery, if this is at least fifteen working days and only in the context of a non-personalized order (item regularly in stock), the buyer may cancel his purchase without compensation, for neither of the two parties, provided that he notifies the seller by e-mail within 3 days following the notification of the late delivery by the seller. The buyer will then be reimbursed by bank transfer to his bank account for the total amount of his order including transport costs (if incurred when ordering) within 15 working days. The parties will then be fully released from their respective obligations.

In all cases, the following circumstances release the seller from his obligations in terms of time:

- 1 - Cases of force majeure (including, in particular, strikes, technical incidents, supplier delays and labor shortages);
- 2 - If the terms of payment are not respected;
- 3 - If changes are decided by the customer after the order;
- 4 - If the customer does not provide us with the desired information within the specified period.

6. Rates

The prices of the products and services displayed on the site are indicated in euros, all taxes included (VAT and other applicable taxes).

The prices indicated do not include transport costs, these being the subject of a separate item when ordering.

The seller reserves the right to modify its prices at any time. However, the prices applicable to the order are those in force at the time of confirmation thereof.

The seller reserves the right to pass on to its prices any changes in the VAT rate which may occur before the date of delivery.

7. Terms of payment

Payment is made by credit card, Visa or Mastercard or bank transfer to our BNP Paribas Fortis account.

The items ordered remain the exclusive property of the seller until full payment of the order by the buyer.

8. Geographical areas

The online sale of products and services presented on the seller's site is reserved for buyers residing in Belgium, Luxembourg and Germany and for deliveries required in this geographical area.

9. Right of withdrawal

In accordance with the law, the consumer has the right to notify the seller that he is renouncing his purchase, without penalty and without giving any reason, within 14 clear days from the day after the day of delivery of the goods or the conclusion of the service contract. This right of cancellation does not belong to the professional buyer.

The consumer buyer can also complete the process by sending us the following form:

<https://economie.fgov.be/sites/default/files/Files/Forms/Formulaire-de-retractation.pdf>

The consumer is informed that he cannot make use of his right of withdrawal in the following cases (art.VI.53 of the Code of Economic Law):

- Supply of goods made to the consumer's specifications or clearly personalized;
- Supply of goods likely to deteriorate or expire rapidly;
- Supply of sealed goods which cannot be returned for reasons of health protection or hygiene and which have been unsealed by the consumer after delivery;
- Supply of digital content not provided on a material medium if the execution has begun with the express prior agreement of the consumer, who has also acknowledged that he will thus lose his right of withdrawal

Within this period, the consumer must notify his decision to withdraw by means of an unambiguous declaration either by email to the following address : info@petroprema.be or by post to the address of our head office as mentioned above. In the event of withdrawal, the seller will reimburse all payments received from the buyer, including the costs of delivery, but not of return and this without undue delay.

The return costs are borne by the buyer and the goods travel at his risk.

The good must be returned in its original packaging, accompanied by all its accessories, the user manual and must not have been the subject of any degradation other than that resulting from the manipulations necessary to establish the nature, the characteristics and proper functioning.

The seller reserves the right to make only a partial refund if it turns out that the returned item has been damaged or is incomplete.

10. Legal guarantee

The buyer acting for private purposes benefits from the legal rights under the law of September 1, 2004 relating to the protection of consumers in the event of the sale of consumer goods.

In accordance with article 1649quater §2 of the Civil Code, the consumer is required to inform the seller of the existence of a lack of conformity within two months from the day on which the consumer noticed the defect.

For second-hand goods, the warranty period is one year from the date of delivery of the goods.

This warranty only covers defects in conformity existing at the time of delivery of the goods. Defects or damage due to misuse, such as water damage, oxidation, dropping or shock, negligence and wear and tear, are not covered by the warranty. Similarly, repairs by technicians not approved by our departments will result in the cancellation of the warranty.

The invoice or delivery slip acts as a guarantee and must be kept by the consumer.

The professional buyer benefits from the manufacturer's warranty.

11. After-sales service

The customer can contact the after-sales service in the event of requests or complaints with the purchased good by email sav@petroprema.com or contact us at +3224658767.

12. Refunds

The refund will be made at the latest within 14 working days following the date of receipt of the goods subject to the request for withdrawal or following the date of receipt of proof of the return of the said goods. The refund will be made to the account through which the order was paid.

13. Responsibilities

The seller, in the online sales process, is only bound by an obligation of means. It cannot be held liable for damage resulting from the use of the Internet network and online payment such as loss of data, intrusion, virus, service interruption, or other involuntary problems.

The data contained on the site are communicated in good faith. The links offered to the sites of manufacturers and/or partners are provided for information purposes and have no contractual value. The seller cannot be held responsible for information from these sites.

The buyer is responsible for the choice and use of the product delivered by the seller. He certifies to be 18 years old when ordering. The seller declines all responsibility in the event of inaccuracy of the information communicated to him by the buyer.

14. Intellectual Property

All the elements of this site as well as its texts, drawings, photos, illustrations, possible films, data, databases, software, domain names, logos and any other element which appear there remain the exclusive intellectual property of the seller. Any copy, adaptation, translation, arrangement and/or modification, in whole or in part, in any form and by any means whatsoever - electronic, mechanical or otherwise - is strictly prohibited, except with the prior written authorization of PETROPREMA SA. Any breach of this clause may result in civil, commercial and/or criminal prosecution.

15. Salvage clause

The invalidity, the non-applicability or the illegality of one of the clauses provided for in one of the contracts agreed between the parties (specific and general conditions or other agreements), in no way entails the invalidity or nullity of the other provisions. to the contract. All clauses remain fully valid.

16. Disputes

Except for payment proceedings, the parties undertake to attempt to resolve by mediation or conciliation any dispute relating to the validity, interpretation or execution of this agreement.

This will begin no later than the 15th clear day following the request for mediation or conciliation notified by one of the parties to the other party. Unless expressly agreed otherwise by the parties, the duration of mediation or conciliation may not exceed 30 clear days. Once this period has passed, the parties will again be free to bring their dispute before the courts and tribunals.

The buyer acting for private purposes has the possibility in the event of a dispute to submit a request to the Consumer Mediation Service. Information on alternative dispute resolution methods can be obtained via the link <http://www.mediationconsommateur.be/fr> .

We nevertheless reserve the right to submit any possible dispute exclusively to the courts. In the event of a dispute, the courts of the seller's registered office are competent, unless there are binding legal provisions to the contrary.

The applicable law is Belgian law, in French language.

The parties accept, within the framework of their relations, electronic means of proof.