

Terms and Conditions N.V. BOING

1. General

- 1.1. Without prejudice to the applicability of our special conditions, which take precedence over these general conditions, these general conditions apply, subject to changes which both parties expressly agree in writing.
- 1.2. The conclusion of an agreement on the basis of our offer implies a distance by the customer of its terms and conditions. The customer will never be the tacit acceptance of its conditions professions.

2. Types of contract

- 2.1. Between N.V. BOING and the client is a sales agreement reached when both parties agree on the subject and the price of the contract.
- 2.2. Between N.V. BOING and the customer comes to a lease where both parties agree on the duration and the price of the contract.

3. Display in catalogues , prospectuses , advertisements and website – display on final designs and drawings

- 3.1. All descriptions , sketches , illustrations , dimensions and other information contained in catalogues , prospectuses , circulars , advertisements , website and price lists are purely informative and non-binding. All information set herein is of purely informative nature. All information set herein is only for informative purposes so that the client can never retrieve rights from this information. This information can never be seen as a fixed price offer. This information is only binding in so far the final agreement explicitly refers to it.
- 3.2. the colours displayed in catalogues , prospectuses , circulars , advertisements , website , ... but also in final designs and drawings are only an indication of the colours on the end product. The NV BOING will approach the colours from the final designs and drawings as much as possible , this to its best efforts but without guarantee , so that the NV BOING will only be held responsible in case the colours are explicitly and significantly different from the colours on the final designs and drawings for that end product.
- 3.3 The backside , underside and inside of the bouncy castle and/or bouncy attraction is , unless explicitly and in written otherwise agreed or explicit indication and remark on the final designs and drawings , never printed or decorated.

4. Pricing

- 4.1. Our price is included: the bouncy castle, the bag and the blower unless otherwise agreed. Unless otherwise agreed, all costs of transportation are for the customer.
- 4.2. For Custom Designs or models tailor made, BOING NV is not responsible for any inspection concerning the Certificate. If the customer wants to have a Certificate, than the costs will be fully charged to the customer.
- 4.3. The customer expressly declares when ordering to BOING yourself in that there the SA intellectual property rights with respect to the use of a registered trademark, in accordance with the legislation and the necessary consent for this happen to have. The customer shall fully indemnify it for all claims that BOING NV would be formulated and will bear full responsibility.
- 4.4. Every quote, either oral or written, without commitment, and in any event not longer valid 20 days after receipt. The prices are based on the price of the date of the tender. Devaluation or revaluation of the existing official exchange rates to a corresponding price them. In case of an increase in social security, wages, commodity prices, energy costs, import and export duties, taxes or other taxes, as well as increasing the rate of VAT or other taxes, the cost increase, we reserve the right, during the implementation of orders, the prices at which they were adopted or sold, in proportion to increase.

5. Transfer of risk

- 5.1. The goods are finally received at the time of the effective delivery of the goods. The risk is about the time the customer well in his decision.
- 5.2. The goods travel at the expense, risk and dangers of the customer. In case of damage, delay, loss (partial or whole) or theft, the customer must contact the carrier (rail, transport service, shipping, aviation, etc.) without himself a right to make payment may refuse to delay, reduce or compensation. In no case the responsibility of N.V. BOING, whatever the vehicle or its involvement in transport, in the be compromised.
- 5.3. All measures on international trade, including the cost and layout of the import and export documents, the risk and expense of the customer.

6. Retention of property

- 6.1. Without prejudice to the provisions of Article 5, the property owned by N.V. BOING until the full payment of their price in principal, interest and costs. By issuing checks without commission, the goods owned by N.V. BOING until the balance is met. All risks are borne by the customer.
- 6.2. The customer commits himself not to sell goods or to third parties to stand as long as they remain property of N.V. BOING. In case of non-compliance with this prohibition, a flat-rate compensation of 12% of the selling price or rental price by the customer due to N.V. BOING, in addition to the selling price or rental price.
- 6.3. If the customer sells goods belonging to us, he shall be null and all claims resulting from such resale to the seller. By contrast N.V. BOING will have the right to collect such claims, a proportion of the outstanding balance of the seller.

7. Delivery Terms

- 7.1. Unless otherwise agreed in writing, is the delivery from the date of completion of the Agreement.
- 7.2. Unless otherwise agreed in writing, the delivery time just as informative and indicative, without any commitment from N.V. BOING trigger. Any delay can never give rise to termination of the agreement or to damages.
- 7.3. If the customer the goods not received at the time that by N.V. BOING available, the storage of the goods by N.V. BOING for account and risk of the customer without the customer itself, the law may be reserved payment to refuse, delay, reduction or compensation. This case also relieve N.V. BOING any further responsibility for the goods.
- 7.4. Goods in no case be taken back.

8. Payment

- 8.1. All invoices shall be made in Euro and are payable in Euros at the headquarters of N.V. BOING. Our representatives have no mandate to collect our accounts. Drawing and / or accepting wisselsof other negotiable documents, does not novation in any way by these terms.
- 8.2. Unless writing a different period is agreed, all invoices payable upon maturity. Since our invoices are payable upon delivery, the maturity date usually associated with the delivery. However, there is an exception for exports. They are charged with the charge for the departure of the goods from the warehouse to Eernegem. In case of total or partial non-payment of the debt at maturity without serious reasons, of right, without notice an interest rate of 3% per month from the due date. In the event of total or partial non-payment of debt within 8 days after sending a notice vain will the invoice be increased by a fixed and unvarying compensation of 15% of the amount of the invoice, with a minimum of 125 €. In case the customer fails to comply with the notice procedure in which a court is necessary, all costs resulting from such a procedure, all recovery costs and fees charged by the customer. The non-payment at maturity of a single invoice, makes the balance of all the others, even expired invoices, automatically immediately due and payable. Also, N.V. BOING the right of any goods ordered not to deliver before the outstanding amount has been received.
- 8.3. Unless prior written consent of N.V. BOING, the customer no offsetting invoke whatever rights or claims to which the customer wants to make off.

9. Termination clause

- 9.1. In case the customer would not fulfill his obligations as the supply or the price to pay, the agreement after a notice of right vain dissolved against the customer, without prejudice to the rights of N.V. BOING all damages and interest. The expression of this by registered letter by N.V. BOING will be sufficient.
- 9.2. In that case, the customer, in addition to payment of the delivered goods, a fixed and invariable amount of 25% of the price to compensate for our damages and lost profits, subject to evidence of higher damages. Advances continue our acquired as compensation for our disadvantage (loss of profit).

10. Financial guarantees

- 10.1. If our confidence in the creditworthiness of the customer is shocked by acts of judicial execution by the customer and / or other identifiable events, the confidence in the smooth implementation of the commitments made by the customer in question and / or very difficult, retain we reserve the right, even if the goods have been wholly or partially shipped, the order or a portion thereof, to suspend the buyer's appropriate safeguards requirements. If the customer refuses to accept this, we reserve the right to order the whole or part to cancel. All this without prejudice to our rights to all damages and interest.

11. Guarantee and complaints.

- 11.1 After the goods received are in accordance with Art. 5.1. of this Agreement, N.V. BOING can no longer be used for visible defects. All complaints of visible defects in writing by the buyer to be formulated.
- 11.2 N.V. BOING connects only to the remedy of hidden defects within the limits of the following provisions.
- 11.3. On pain of nullity, each complaint within 14 calendar days after placing by registered letter to N.V. BOING be served with a precise indication of the subject of the complaint and the order or invoice which the complaint relates. They are presumed to use are:
 - a) where the delivery took place in Belgium: 30 calendar days after the goods were made available to the customer magazine of N.V. BOING to Eernegem.
 - b) where the delivery took place abroad: 45 calendar days after the goods were made available to the customer magazine of N.V. BOING to Eernegem.
- 11.4. The warranty for manufacturing defects exists only in the replacement or repair of the poor or non-conformity of goods or components, excluding all claims for damages, for whatever reason. The guarantee applies to such errors for 2 years after delivery of the goods.
- 11.5. Unless otherwise agreed in writing, the only guarantee an obligation relating to goods with manufacturing defects to be replaced or restored.
- 11.6. All safeguards are excluded, as long as the payment conditions are not strictly carried out, and in case of abnormal use, poor maintenance, modification of the goods by the customer or by a qualified repair person.
- 11.7. The liability of N.V. BOING will be limited to manufacturing defects and will in no case exceed the contract value. N.V. BOING is never liable for indirect or consequential damages, unless there is intent or gross error. N.V. BOING's liability for manufacturing defects is limited to replacing or repairing the damage.
- 11.8. BOING NV does not guarantee transportation for repairs even though they are still under warranty, shipping is at all times for the customer and repairs should always unless otherwise agreed be placed with us.

12. Force majeure and unforeseeable circumstances

- 12.1. All cases of force majeure, fire, strike and dismiss government measures N.V. BOING all responsibility and let N.V. BOING to the (further) execution of the order or refuse to suspend, without the customer being entitled to any compensation.
- 12.2. When N.V. BOING because of continuing force majeure in the final unable to carry out the agreement, it will also have the right to terminate the agreement by simple notification by registered letter to the customer of the reason that the implementation of the inversion. N.V. BOING will in that case nor any compensation payable to the customer.
- 12.3. When the (further) implementation of the agreement is seriously hampered due to circumstances beyond the control of N.V. BOING and whose consequences could reasonably be foreseen at the time of the agreement, the parties alternative contractual terms and conditions at which the can be carried out, taking into account the above conditions. In the absence of such agreement, N.V. BOING will have the right to terminate the agreement by simple notification by registered letter to the customer of the reason why the (further) implementation of the agreement is seriously hampered.

13. Place of performance and applicable law

- 13.1. The place for implementation of the agreement, the location of the headquarters of N.V. BOING. The agreement is governed by Belgian law, unless the parties to separate written agreement other applicable state law.
- 13.2. The international conventions sale of Goods shall not apply.

14. Competent courts

- 14.1. In case of dispute the Courts of "Kortrijk" jurisdiction unless N.V. BOING the courts of the domicile of the customer prefers.