



GENERAL TERMS AND CONDITIONS OF SALE

Mountfield Collective BV – KASANAKI

Article 1 – Identity of the Seller

Mountfield Collective BV

Registered address: Ten Briele 10.14, 8200 Sint-Michiels, Belgium

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VAT: BE0683777843

Article 2 – Definitions

- **Seller:** Mountfield Collective BV
- **Customer:** any company or professional party
- **Products:** all goods including battery packs, power stations and light towers
- **Agreement:** any purchase agreement

Article 3 – Applicability

1. These terms and conditions apply to all sales.
2. Deviations are only valid if agreed in writing.
3. The Customer's terms and conditions are excluded.
4. Applicable to B2B only.

Article 4 – Quotations and Agreements

1. Quotations are non-binding.
2. The agreement is formed upon confirmation or payment.
3. Products will not be taken back unless agreed in writing.

Article 5 – Delivery

1. Delivery times are indicative.
2. Delay does not entitle the Customer to any compensation.
3. Delivery is at the Customer's risk from the moment of receipt.

Article 6 – Ownership and Risk

1. Risk transfers upon delivery.
2. Ownership remains with the Seller until full payment has been received.
3. In case of non-payment, the Seller may reclaim the Products.

Article 7 – Use and Product-Specific Provisions

1. The Customer shall use the Products in accordance with the instructions and technical specifications.
2. For battery packs and power stations:
 - no warranty in case of deep discharge;
 - no warranty in case of incorrect charging;
 - use of non-approved cables or chargers is at the Customer's own risk.
3. For light towers:
 - no warranty in case of incorrect installation;
 - no warranty in case of unstable placement or insufficient anchoring;
 - no warranty in case of use in unsuitable weather conditions (such as strong wind, storms or extreme rain);
 - the Customer is fully responsible for correct placement, stability and compliance with safety instructions.
4. Damage caused by improper use is entirely the Customer's responsibility.

Article 8 – Warranty

1. Factory warranty only, unless agreed otherwise.
2. No warranty for wear and tear (including batteries).
3. Warranty becomes void in case of improper use, external damage or incorrect installation.
4. Warranty is limited, at the Seller's discretion, to repair, replacement or refund.

Article 9 – Complaints

1. Complaints must be reported in writing within 5 working days.
2. Complaints do not suspend the payment obligation.

Article 10 – Payment

1. Unless expressly agreed otherwise in writing, the Customer must pay the full purchase price before delivery of the Products.

2. Mountfield Collective BV reserves the right to postpone delivery until full payment has been received.
3. In the exceptional case where payment by invoice is allowed, invoices are payable within the stated payment term.
4. In case of late payment, the Customer is in default by operation of law and without prior notice, and owes:
 - interest of 8% per year, or the statutory commercial interest rate if higher;
 - a fixed compensation of 15% of the outstanding amount, with a minimum of €350.
5. All collection costs, both judicial and extrajudicial, are entirely borne by the Customer.
6. Products ordered to specification or purchased specifically for the Customer cannot be cancelled or returned.

Article 11 – Liability

1. Liability is limited to the invoice value.
2. Only direct damage is eligible for compensation.
3. The Seller is not liable for indirect damage.
4. The Customer indemnifies the Seller against third-party claims.

Article 12 – Force Majeure

The Seller is not liable in case of force majeure.

Article 13 – Applicable Law

Belgian law applies. The courts of Bruges have jurisdiction.

Article 14 – Final Provision

By purchasing, the Customer declares to agree to these terms and conditions.

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