



GENERAL TERMS AND CONDITIONS

Mountfield Collective BV

Article 2 – Definitions

- **Contractor:** Mountfield Collective BV
- **Customer:** any company or professional party
- **Products:** all goods supplied or rented out by the Contractor
- **Services:** all performances including, but not limited to, consultancy, installation, project work and hours worked
- **Agreement:** any agreement between the parties

Article 3 – Applicability

1. These terms and conditions apply to all quotations, agreements, deliveries and services.
2. Deviations are only valid if agreed in writing.
3. The Customer's general terms and conditions are expressly excluded.

Article 4 – Quotations and Agreements

1. All quotations and offers by Mountfield Collective BV are non-binding, unless expressly stated otherwise.
2. An agreement is concluded:
 - by written confirmation by Mountfield Collective BV;
 - by acceptance of the quotation by the Customer;
 - by performance of the assignment by Mountfield Collective BV;
 - or by any form of confirmation by the Customer, including verbal instructions.
3. In case of a verbal instruction, Mountfield Collective BV will confirm the arrangements in writing (for example by email). In the absence of written objection by the Customer within a reasonable period, these arrangements shall be deemed accepted.

4. The administration, emails and schedules of Mountfield Collective BV serve as evidence of the content and performance of the agreement, subject to proof to the contrary by the Customer.
5. Obvious mistakes, errors or typographical slips in quotations, order confirmations or other communications do not bind Mountfield Collective BV.

Article 5 – Performance of Services

1. Services are performed to the best of our ability.
2. Any stated deadlines are indicative.
3. The Contractor is entitled to have work performed by third parties.
4. Worked hours are charged in accordance with the rates applied by Mountfield Collective BV at the time the services are performed.
If no rate was agreed in advance, the usual and customary rates of Mountfield Collective BV shall apply.
These rates will be communicated to the Customer upon first request.
In the absence of protest within a reasonable period after invoicing, the charged services and rates shall be deemed accepted.

Article 6 – Delivery of Products

1. Delivery takes place at the agreed address.
2. Delivery times are indicative.
3. Risk transfers upon delivery.

Article 7 – Rental

1. If Products are rented out, the rental period starts upon collection or delivery.
2. The rental period ends upon return.
3. Late return will be charged at an increased rate.
4. The Customer is responsible for proper use and safekeeping of the Products.

Article 8 – Use and Responsibility

1. The Customer uses the Products and Services in accordance with their intended purpose.
2. The Customer is responsible for damage caused by improper use.
3. The Customer must comply with all safety instructions and applicable regulations.

Article 9 – Liability

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

Article 10 – Payment

1. Invoices are payable within the agreed term.
2. In case of late payment:
 - interest of 8%
 - a fixed compensation of 15% (minimum €350)
3. All collection costs are borne by the Customer.

Article 11 – Force Majeure

The Contractor is not liable in case of force majeure.

Article 12 – Applicable Law

Belgian law applies.

Article 13 – Final Provision

By entering into an agreement, the Customer declares to agree to these terms and conditions.

Version: April 2026