

## JM BRUNEAU NV

Esplanade Oscar Van de Voorde 1  
9000 Gent

### **General sales conditions**

JM Bruneau is only directed towards persons, companies, institutions and self-employed people who solely use the purchased goods within the framework of their professional ability. JM Bruneau does not sell to private persons or to resellers. By transmitting the order (written, by fax, e-mail, by telephone or by internet.) the consumer acknowledges to have acquainted himself with the general sales conditions of JM Bruneau and to accept them. The consumer confirms herewith that he won't use his proper sales conditions as this would contradict with the general sales conditions of JM Bruneau. One can only deviate from the general conditions after a written approval of both parties.

JM Bruneau is member of BeCommerce and engage to respect the Code of ethics of this organization. This is available on the site <http://www.becommerce.be>.

### **1- REGISTRATION AND CONFIRMATION OF THE ORDER**

#### **1.1 Navigating on the site**

The consumer can inform himself on the site of the several products which are offered for sale by JM Bruneau. The consumer can freely navigate on the different pages of the site, without this leading to a commitment in the form of an order.

#### **1.2 Registration of an order**

If the consumer wants to place an order, he chooses the different products which interest him and he indicates his interest in these articles by clicking on the field "Add articles to my order". The consumer has always the occasion to: Get an overview of the Products he selected by clicking on "My Purchases", correcting possible errors while entering the data by clicking on "Back"; however, the correction is no longer possible once the consumer clicked on "Validating Order", ending the selection of the products and order them by clicking on "Validating Order". Unabated the preceding, it is explicitly stipulated that the consumer can benefit from some sale offers he received by post by clicking on the homepage of the site and by clicking on "Quick order". Afterwards a new page ("My purchases") is opened. The consumer mentions the "Advantage Code" which is noted on the sales offer he received, and he enters his order by communicating following data: the reference, the desired quantity and the size. If the advantage code is not recognized by the site, the Consumer retains the possibility to benefit from this sale offer by using other methods to order, with the exception of the site. The consumer can order the products he chose by clicking first on "placing order" and by identifying himself afterwards by means of his e-mail address and password that he created first in "Creating an Account". The consumer needs to fill out accurately the opened form, more specifically by entering all obligatory identification data, such as his name, first name, post address and professional activity. Moreover the consumer needs to fill out his e-mail address as well as a personal and confidential password he chooses himself. The consumer needs to enter his password in order to identify himself afterwards on the site. The consumer is explicitly informed and accepts that entering his identification data serves as a proof of his identity and this signifies he approves with the present general sales conditions. Once the consumer is identified, he needs to choose the delivery address. Afterwards an order form appears on the screen with the following data: the type, the quantity and the price of the products the consumer chose, as well as the total amount of the order, the personalia of the consumer and the delivery address of the products.

#### **1.3 Definite confirmation of the order**

From the moment the consumer clicks on "Validating the Order", the order is definitely confirmed: the order is registered and the sale is definitely closed. Hereafter it is no longer possible for the consumer to correct eventual errors which occurred while entering the order. The consumer will be characterized as a buyer. The order form is registered in the computer registers of JM Bruneau, which will be saved on a safe and durable data carrier, and which serves as a proof for the contractual relations between the parties. The contract will afterwards be archived electronically and is destined to be used exclusively by JM Bruneau. In accordance with the stated article 8 hereafter, the consumer has the right to cancel the purchase.

We reserve the right to refuse any order. Orders may be refused if pricing is incorrect, in the event of failure to comply with previous orders or if JM Bruneau decides that items have been returned or lost too often in the past.

#### **1.4 Confirmation of the order**

From the moment the sale is definitely closed, JM Bruneau will send an order overview by e-mail, ultimately at the time of the delivery of the articles, to the e-mail address the consumer entered while placing the order. This confirmation includes all compiling elements the parties concluded and also serves as a proof of the purchase the parties agreed. It also has juridical value concerning the availability and the price of the articles. The invoice which will be addressed to the consumer at the moment of delivery will include the articles as well as the expedition costs of the order.

### **2-TECHNICAL CHARACTERISTICS**

The technical characteristics and the specifications of the articles are mentioned in the valid catalogs. JM Bruneau reserves the right to change these characteristics at every moment. In the latter case the consumer will be informed of the change at the moment he transmits his order.

### **3- RESERVE OF PROPRIETY**

JM Bruneau retains the reservation of propriety of the delivered goods until the invoice has been completely paid. All delivered goods which are present in the company premises of the consumer are subject to this reservation of propriety, until a proof of complete payment can be transmitted. During the total reserve of propriety the risks which could occur at the moment of delivery are the responsibility of the consumer. If an order is not paid within the fixed term, the sale will be dissolved in full right, if a notice sent by registered letter has remained unanswered. Afterwards JM Bruneau will immediately claim the concerned articles, at the expense and the responsibility of the consumer.

### **4-PRICE**

The prices mentioned in our sales documents are exclusive VAT. They are under warranty during the total term of validity of those documents, under reserve of a change as a result of a misprint or mistakes which result from modifications applied to our website. The valid prices are the prices mentioned on the website the day the consumer closes his order. Our price offers and pro forma invoices are subject to the same validity conditions, unless it is mentioned differently on these documents. The prices need to be raised with the expenses for the total security guarantee, except if the consumer explicitly refuses to benefit from this guarantee.

### **5- PAYMENT TERMS**

Under reserve of approval by our customer service and without any other explicit mention on the invoice, the payment should happen at delivery and without discount. In case of default of payment within the planned term of the total debt or a part of it, this debt as well as all other invoices will be directly claimable based on legal reasons. We also retain the right to suspend or to dissolve all current orders. Every late (even partial) payment of an invoice of the consumer on the due date will allow us to claim an interest on arrears on legal grounds and without a preliminary formal notice at the interest rate which has been determined by the Ministry of Finances and which has been stipulated by the law of 2 August 2002 concerning the fight against the late payments during commercial transactions. Moreover an amount of 15% on the claimable debt recovery will be charged with an irreducible minimum amount of 75 euro by way of flat fee.

### **6-PRODUCTS**

The products which are offered by JM Bruneau answer to the valid Belgian norms and legislation. JM Bruneau cannot be held responsible for accidents which occur because the buyer misused the products or because the articles are handled by children or irresponsible persons. JM Bruneau cannot be held responsible for the content which appears on the connected websites and which is accessible throughout a link from our website.

### **7- GUARANTEE AND RESPONSIBILITY**

#### **7.1 Guarantee**

Besides the legal warranty for hidden shortages (art. 1649 bis e.v. B.W.) all our products benefit from a guarantee of minimum 2 years, starting from the invoice date. This warranty includes a reparation or replacement (by an equivalent product) of the concerned material. JM Bruneau can repair the material or replace it but the guarantee never extends to a reimbursement of costs or damage. JM Bruneau cannot be held responsible for potential damage caused by the consumer. The invoice serves as a proof of

guarantee. Some products benefit from a specific or prolonged warranty as mentioned in our catalogues. Except for a specific mention, the packaging and expedition costs of the return and the new expedition will be at charge of the consumer. The conventional guarantee is not applicable in following cases: with material provided with a final usage or expiration date; with anomalous or irregular usage of the material regarding the delivered manual, in case of a wrong storage or an incorrect maintenance of the material by the customer, with a regular wastage of the material, with an inversion of the material or incompatibility with other materials. Except if agreed differently with the consumer, he will benefit from the Total Security Guarantee: a return of the material at the premises of the consumer at our charge. This guarantee is of application on all articles you are dissatisfied with. The concerning article will be replaced or refunded. Moreover the Total Security Guarantee will protect the consumer during a period of six months against loss or damage of the material (except software, personalized items, computers, printers, projectors and tablets), starting from the invoice date until the moment of usage. The guarantee amounts to 2,9% of the total amount VAT excl. with a minimum of 0,99euro excl. VAT and a maximum of 4,95euro VAT excl. If the consumer does not want to benefit from the Total Security Guarantee, he should mention it explicitly.

## **7.2 Responsibility**

Insofar JM Bruneau wouldn't be able to discontinue its integral responsibility based on legal regulations, the responsibility of JM Bruneau will in any case be restricted to damage which results directly from a manufacturing error and which consequently could be anticipated while signing a contract and which is also limited to the amount for which JM Bruneau has a warranty. The enterprise does not accept any responsibility for a loss of revenue, or for damage resulting from a loss in the broad sense of the word and/or other forms of direct or indirect damage from whichever kind. JM Bruneau can in no way be held responsible for damage which is not associated to the product and/or for non-conceptual shortages which depend from an external factor and which are thus not directly related to JM Bruneau, unheeded if the error is due to the consumer. If the material does not display any shortages related to the product or damage resulting from external factors and if JM Bruneau is held responsible for the assessed damage, the prior quoted responsibility restrictions will be applied. The consumer is responsible for the correct usage and the maintenance of the material and the programming according to the instructions and the recommendations of the supplier or the manufacturers. The consumer is also responsible for respecting the valid regulations, especially concerning safety. JM Bruneau is in no way to be held responsible for the dissatisfaction of the consumer regarding the purchased product, not even if JM Bruneau was aware of the expectations.

## **8 - COMPLAINT-RETURN**

Every complaint regarding a shortage or an obvious manufacturing error assessed on the moment of delivery, should be declared within a period of 14 days after reception of the goods. Every return or exchange should occur after a preliminary accord by telephone and is only valid for products which were delivered for a period of maximum one month ago. The products should be resent in their original package and in a perfect condition. Made-to-measure products and personalized articles nor software can be returned. "Satisfied or money back"-guarantee. The goods which were returned for an exchange or refund, had to be delivered maximum 30 days ago and should be rendered in a perfect condition and in the original package. The articles have to be provided with all furnished accessories and documents, unopened sealed folders, unpacked and unused consumables. The reaction period is restricted to 7 days for some articles. This is applicable for: computers, peripherals (IT), telephone sets, faxes, navigation systems, video projectors, copiers, fans, air conditioners. The packaging and expedition costs are at the expense of the consumer both for the return as for a new consignment. JM Bruneau will propose you either a credit note of the same amount or an exchange for another article according to your wishes. On request we will refund the money within 15 days after reception of the returned article to the consumer. The conditions regarding the return and a new consignment for products which benefit from the Total Security Guarantee, are mentioned in article 7. For every complaint regarding an order, you have the opportunity to contact our customer service in order to handle your file.

The consumer always has the possibility to adress his complaint to the [Online Dispute Resolution Platform](#) of the European Commission. This central platform treats all the complaints concerning the sales on distance.

## **9 - PROCESSING OF THE ORDER**

Orders are processed under reserve of the available stock. JM Bruneau commits himself to deliver every ordered product within the agreed term. If this term is exceeded, the consumer has the opportunity to cancel the order or to accept a new term without claiming a discount or a damage compensation.

## **10 - PROTECTION OF THE PRIVACY REGARDING PERSONAL DATA**

**10.1.** Your personal data is controlled ultimately by NV JM Bruneau Belgium, Esplanade Oscar Van de Voorde 1, B-9000 Gent, RPR-BTW-BE 0465.015.822. We respect your right to privacy and all personal data is processed and stored securely in accordance with the law.

**10.2.** When ordering with Bruneau, we will collect personal details of anyone (legal representative, employer, etc.) acting on behalf of your company, to enable your order to be processed, for customer relationship management purposes and market prospection, or for the production of statistics. Your information may be disclosed to companies of the Bruneau group and will not be stored for a longer period than is strictly necessary for the purposes mentioned above.

**10.3.** You have the right to access and to correct information held about you, to oppose to the processing of your personal information and to delete any information, in accordance with the General Data Protection Regulation (EU) 2016/679. This is subject to an explicit request indicating your first name, last name, address and customer number with our company. Please contact our customer service for that: write to us at Bruneau – Esplanade Oscar Van de Voorde 1, 9000 Gent or email us at [personaldata@jm-bruneau.be](mailto:personaldata@jm-bruneau.be) including a copy of your ID card (both sides are required). Finally, you have the right to provide us with instructions regarding the manner in which your personal data may be processed after your death.

**10.4.** You may receive commercial offers from partner companies by e-mail. If you wish to no longer receive these offers from other companies, simply write to us at Bruneau – Esplanade Oscar Van de Voorde 1, 9000 Gent or email us at [personaldata@jm-bruneau.be](mailto:personaldata@jm-bruneau.be). JM. Bruneau may record telephone conversations between customers and customer service only to improve the quality of its services. With the exception of requests prior to credit facilities, this information will not be stored longer than one month after it has been recorded.

**10.5.** We remind you that our services are not directed to minors. The collection of personal details of minors will require the explicit consent of a parent or legal guardian, who has the right to oppose to the storage of this information or to its disclosure to third parties.

**10.6.** If you have any concerns or complaints about our privacy policy or if you feel that your personal data has not been handled correctly, please email us at [dpo@jm-bruneau.be](mailto:dpo@jm-bruneau.be). If we are unable to resolve your complaint, you have a right to complain to the Commission for the Protection of Privacy, Rue Haute 139, 1000 Brussels; or to the Supervisory Authority of the EU member state where you live.

**10.7.** For more information, please see the Privacy page at [www.jm-bruneau.be](http://www.jm-bruneau.be)

## **11 - INTELLECTUAL PROPRIETY**

The access to the web services [www.jm-bruneau.be](http://www.jm-bruneau.be), [www.bruneautech.be](http://www.bruneautech.be) and [www.bruneauperso.be](http://www.bruneauperso.be) is only granted for personal usage by JM Bruneau to its customers. JM Bruneau retains the complete and exclusive right of propriety of the different data which have been transmitted within the framework of the actual agreement, based on the law of 31 August 1998 concerning the juridical protection of databases (a law which turns the European guideline of 11 March 1996 into Belgian right). All both visual as sonorous used brand names, texts, comments, reference books, illustrations and images which are reflected on the site of JM Bruneau are protected by a copyright and by all applicable regulations which relate to the intellectual right of property, in the broadest sense of the word. They are the complete property of JM Bruneau and its partners. Every reproduction or copy, total or partial, is considered to be a falsification and can result into a civil or penal responsibility. JM Bruneau forbids you to make deep linking, framing or hypertext-links to its homepage. The complete or partial copying to of the catalogue of JM Bruneau is strictly forbidden. Although JM Bruneau took the greatest care to create and realize its site, the enterprise cannot be held responsible for possible inaccuracies. JM Bruneau can change the shared information at all times without any preliminary notice. JM Bruneau will make all possible efforts to prevent viruses. The site of JM Bruneau comprises links to other sites. JM Bruneau cannot be held responsible for viruses. The actual conditions are a complement of the conditions which are mentioned on the site. JM Bruneau reserves the right to change and/or to complement the actual conditions without any preliminary notice.

## **12 - APPLICABLE LAW AND JURISDICTION**

These conditions are subject to the Belgian law. For every dispute concerning the application of these conditions and/or the implementation of the development service, only the law courts of Gent are qualified. All our prices are indicated in euro and are VAT exclusive. Our prices and offers are destined for professionals with the exception of resellers. Eventual contributions such as Recupel, Auvibel, Reprobel and BEBAT are mentioned on the invoice. Offers are valid while supplies last. The guarantee of an efficient after-sales-service. A group of professional technicians is at your service and will always try to find a solution to your problems during the complete guarantee term and even afterwards. Do you still have questions or do you wish some extra information? Contact us at 070/22.26.26