

**WEEE FORUM AISBL/IVZW - KEY FIGURES REPORT**

**GENERAL TERMS & CONDITIONS OF SALE**

**1 GENERAL**

- 1.1 These terms and conditions (“**Terms**”) apply to the (offering for) sale of a “**KEY FIGURES REPORT**” by WEEE FORUM AISBL/IVZW (Waste of Electrical & Electronical Equipment Forum), Boulevard Auguste Reyerslaan 80, 1030 Brussels, Belgium, registered in the Belgian companies register under number 0883.940.313 (hereinafter the “**WEEE Forum**”) to interested parties (hereinafter “**the Buyer(s)**”).
- 1.2 Any and all additional terms proposed by the Buyer in any purchase order or other form, agreement or general terms and conditions of purchase, are hereby expressly rejected. By ordering the **KEY FIGURES REPORT** from the WEEE Forum, the Buyer acknowledges having received and read these Terms and agrees to be bound by them.

**2 OFFER**

- 2.1 A description of the **KEY FIGURES REPORT** is available on the WEEE Forum’s website (<http://www.weee-forum.org/services/key-figures-platform>). The price for the **KEY FIGURES REPORT** (excl. VAT) shall be the price as communicated by the WEEE Forum to the Buyer (either via the WEEE Forum website or via personal correspondence).
- 2.2 Offers and quotations are made without commitment for the WEEE Forum and are only binding during the validity period stated in the offer. The WEEE Forum is bound only by its written confirmation of a final order for a **KEY FIGURES REPORT** placed by the Buyer.

**3 PAYMENT**

- 3.1 Unless otherwise agreed upon between the Parties in writing, the Buyer shall pay the price of the **KEY FIGURES REPORT** in advance, on the bank account and with the reference specified by the WEEE Forum. Upon receipt of payment of the full amount of the purchase price, the WEEE Forum will send the Buyer, via e-mail, an electronic copy of the **KEY**

**FIGURES REPORT**, unless otherwise agreed in writing between the Parties.

- 3.2 If a payment term would be expressly agreed in writing between the Parties, and any payment due by the Buyer would remain unpaid after this payment term, interest shall accrue on such unpaid amount at the rate provided for by the Belgian Act of 2 August 2002 on combating late payment in commercial transactions, calculated from the due date until the date of actual payment. In addition, the WEEE Forum shall be entitled to a lump sum amount of 5% of the amount of the invoice (with a minimum of 50 EUR) for its costs of recovery, without prejudice to its right to claim higher indemnities.

**4 INTELLECTUAL PROPERTY**

- 4.1 The **KEY FIGURES REPORT** is protected by copyright. All texts, charts, graphs images, photos, logo’s, trade names and trademarks included herein are protected by virtue of registered or unregistered intellectual property rights, owned by the WEEE Forum or by one of its contractual partners. The Buyer is prohibited from reproducing, distributing or making available the content hereof for commercial purposes, and from adapting or changing this content in any way, except with the WEEE Forum’s prior express consent.

**5 NO GUARANTEES**

- 5.1 The **KEY FIGURES REPORT** is intended for purely informational and non-commercial use by the Buyer. No warranties, promises and/or representations of any kind, expressed or implied, are given as to the suitability or otherwise of the information to the particular circumstances of the Buyer.
- 5.2 While the WEEE Forum has made every attempt to ensure the accuracy and reliability of the information provided on in the **KEY FIGURES REPORT**, the **KEY FIGURES REPORT** is made available “as is”, without any guarantee with respect to the content hereof, and is not meant to provide personal or business

advise to any Buyer. Any use hereof is therefore at the Buyer's own risk.

- 5.3 Despite the continuous efforts made by the WEEE Forum, the Buyer understands that the KEY FIGURES REPORT may contain mistakes or irregularities. The WEEE Forum does not accept any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the information contained on its website or in the KEY FIGURES REPORT. If any information in the KEY FIGURES REPORT would contain such mistakes, the Buyer shall immediately inform the WEEE Forum hereof.
- 5.4 Except in case of intentional fault, fraud or deception by the WEEE Forum, the WEEE Forum will not be liable for any harm caused by reliance on the content of the KEY FIGURES REPORT, and such to the furthest extent allowed under the applicable law. In any case, the WEEE Forum will only be liable for direct damages and shall in no event be liable for any consequential, punitive, special exemplary or liquidated damages or indirect damages, such as, but not limited to, loss of income or profit, loss of production, loss of market share or goodwill or pure financial loss. The WEEE Forum does not bear any responsibility for actions, failures to act, changes or deletions made to the KEY FIGURES REPORT by third parties. In no case shall the WEEE Forum incur any liability for loss or damages resulting from events, occurrences, or causes beyond its reasonable control (*'Events of Force Majeure'*). Such Events of Force Majeure include - without limitation - acts of God, sector strikes, lockouts, riots, acts of war, earthquakes, floods, fire and explosions, governmental acts, telecom or Internet breakdowns, bugs in third party software, and any delay or failure to deliver caused by any third party.

## **6 MISCELLANEOUS**

- 6.1 The WEEE Forum reserves the right to amend these Terms from time to time. These changes will be announced on the WEEE Forum's website (<http://www.weee-forum.org>). They will enter into force for all new orders on the day on which they are first published.
- 6.2 Whenever possible, the provisions of these Terms shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of these Terms would be found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of these Terms shall remain in force and effect as if such invalid, illegal or unenforceable (part of a) provision had never been contained herein. Moreover, in such event, the invalid, illegal or unenforceable (part(s) of) provision(s) shall be amended and/or substituted in such a way as to reflect as far as is legally possible the sense and the purpose of the invalid, illegal or unenforceable (part(s) of) provision(s).
- 6.3 All disputes concerning the validity, interpretation, enforcement, performance and termination of these Terms shall be governed by and construed in accordance with Belgian law. No effect shall be given to any other choice-of-law or conflict-of-law rules or provisions that would cause the laws of any other jurisdiction to be applicable, without prejudice to any applicable provisions of mandatory law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby also expressly excluded.
- 6.4 All disputes concerning the validity, interpretation, enforcement, performance and termination of these Terms which cannot be resolved through good faith discussions, shall be submitted to the exclusive jurisdiction of the Brussels courts, without prejudice to any applicable provisions of mandatory law that would determine otherwise.