

## **General Terms and Conditions Ergonomio**

### **1. INTRODUCTION**

- a) Creato BV is a Belgian company registered with the KBO under number 0479.885.625, trading under the name 'Ergonomio', and can be contacted via email at [info@ergonomio.com](mailto:info@ergonomio.com) or by phone at +32 (0)11597450.
- b) The Ergonomio experience center is located at 3540 Herk-de-Stad, Steenweg 3/701 (Belgium).
- c) The Ergonomio website is <https://www.ergonomio.com>. The Ergonomio webshop is located on this website.

### **2. LEGAL RELATIONSHIP**

- a) When the Buyer clicks "proceed to checkout" in the webshop or places an order physically in the experience center, the order is confirmed, and the sale is finalized between the Buyer and Ergonomio, subject to exceptions outlined below, such as the exercise of the right of withdrawal (hereinafter referred to as 'Order').
- b) By placing the Order, the Buyer acknowledges having read, understood, and accepted these General Terms and Conditions and being sufficiently informed about the subject of the Order (hereinafter referred to as 'Products'), including through product information, specifications, or photos and illustrations on the website.
- c) Only the Order and these General Terms and Conditions govern the contractual relationship between Ergonomio and the Buyer (hereinafter referred to as 'Contract').
- d) In the event of unforeseen and uncontrollable circumstances, such as insufficient availability of Products from the supplier or force majeure, Ergonomio may be unable to fulfill the Order or may need to adjust the price. Ergonomio will contact the Buyer as soon as possible, allowing the Buyer to modify or cancel the Order at no cost.

### **3. RIGHT OF WITHDRAWAL**

- a) If the Buyer is a consumer and the purchase was made through the webshop, the Buyer has the right to withdraw from the Contract within 14 (fourteen) calendar days without giving any reason. This period begins on the delivery day. This right does not apply to business purchases or purchases made in the experience center.
- b) The right of withdrawal can be exercised by providing an unambiguous notice to Ergonomio via email.
- c) In such cases, the Buyer may return or exchange the purchased Products, provided they are in their original condition, undamaged, with no labels removed, and a valid proof of purchase is provided.
- d) The Buyer must return the Products within 14 (fourteen) calendar days after notifying Ergonomio of their decision to withdraw, in their original packaging and in accordance with the return policy.
- e) The Buyer is liable only for the diminished value of the Products resulting from handling beyond what is necessary to establish the nature, characteristics, and functionality of the Products.

### **4. ADVICE**

- a) Ergonomio strives to provide reliable advice, cost estimates, or recommendations (hereinafter referred to as 'Advice'), but such Advice is offered on a non-binding basis. The Buyer remains solely responsible for decisions regarding the use, the extent to which they rely on, or the implementation of such Advice.

b) Ergonomio is not obliged to update any Advice in response to events occurring after the fact, such as changes in legislation or regulations.

**5. PRICE AND PAYMENT TERMS**

a) Only the prices mentioned at the time of the Order will apply, except in cases of obvious pricing errors. In such cases, Ergonomio reserves the right to refuse the Order, and the Buyer may either accept the new price or cancel the Order at no cost.

b) Payment for purchases made via the webshop is to be made immediately through the online payment service provided by a third-party provider with its own terms for processing payments. For in-store purchases, the payment terms agreed upon in the Order apply.

**6. NON-PAYMENT**

a) If the Buyer is a consumer and fails to pay an invoice or only partially pays by the due date, Ergonomio will send a reminder free of charge, including legally required information. If the Buyer does not settle the invoice within fourteen calendar days after the reminder is sent, the outstanding invoice amount will (i) incur late interest equal to the reference rate plus eight percentage points as stated in Article 5, second paragraph, of the law of August 2, 2002, regarding combating payment arrears in commercial transactions, and (ii) a fixed compensation of 20 euros if the outstanding balance is 150 euros or less; 30 euros plus 10% of the amount owed between 150.01 and 500 euros; or 65 euros plus 5% of the amount owed over 500 euros, with a maximum of 2,000 euros.

b) If the Buyer is a business, failure to pay an invoice in full or on time will result in automatic (i) additional late fees of 10% of the owed amount, with a minimum of 500 euros, and (ii) late interest at the legal interest rate as specified in the law of August 2, 2002.

c) If the agreed payment terms are not respected, all outstanding invoices become immediately due, and Ergonomio reserves the right to suspend further services or consider the Contract terminated without any formal notice or judicial intervention, without prejudice to the right to claim compensation.

**7. DELIVERY**

a) Ergonomio operates without inventory indications, meaning that the availability of ordered products is unknown at the time of the Order. Ergonomio strives for transport optimization and environmental reasons to work with full truckloads wherever possible. The Buyer accepts that no specific delivery times can be provided when placing an Order and that partial deliveries are allowed.

b) Once the Order is internally processed by Ergonomio, a delivery time can be communicated to the Buyer. Delivery times are therefore considered non-substantial and purely indicative. Delays in delivery and/or execution cannot result in penalties, damages, Contract termination, or refusal to accept Products.

c) Every delivery is made to the address provided by the Buyer. The Buyer is responsible for providing a correct address with a flat and easily accessible delivery location for a truck.

d) Any visible defects must be recorded by the Buyer on the delivery note.

e) Delivery at the specified address is at the Buyer's expense and risk, and in the absence of the Buyer, the delivery note will be signed by the driver on the Buyer's behalf as proof of receipt and acceptance.

8. • **OWNERSHIP - RISK**

a) Ergonomio retains ownership of the sold Products until full payment is received. The Products must be kept in their original packaging for identification purposes until payment is made. In the event of non-payment, Ergonomio is entitled to reclaim the unpaid Products without prior notice or legal intervention.

b) However, the risk related to the Products (including but not limited to loss, theft, fire, destruction, or damage) transfers to the Buyer at the moment the Order is placed.

c) Ergonomio holds a right of retention over any Products in its possession and may use these Products as collateral for any outstanding claims against the Buyer.

9. • **RETURNS**

a) The risks associated with returning Products are entirely the responsibility of the Buyer.

b) Every return must be packaged according to shipping guidelines (traceable and adequately protected to prevent movement of Products), which can be provided by email upon request.

c) Unless otherwise agreed, all costs related to returning Products are borne by the Buyer. Exceptions include returns due to damage upon delivery or incorrect Product delivery. In such cases, Ergonomio will cover the return costs, and the replacement Product will be sent free of charge as soon as possible.

d) Except for legal obligations, Ergonomio will not accept returns of Products that have been altered in nature, characteristics, or functionality. Ergonomio will assess the condition of returned Products upon receipt.

10. • **COMPLAINTS, COMPLAINT TERM, AND LEGAL GUARANTEE**

a) Ergonomio guarantees that the Products sold comply with the provided description, quantity, quality, and functionality, and are suitable for normal usage.

b) The legal guarantee, as outlined in Articles 1641 et seq. of the Belgian Code, applies. It is important to keep proof of purchase or delivery to establish the start date of the two-year warranty period.

c) The Buyer must allow Ergonomio to conduct a proper investigation of any reported defects.

d) The Buyer must report any non-conformity within two months of discovering it; failure to do so will result in the loss of the right to bring a claim based on non-conformity.

e) Any legal claim regarding a defect in the Product must be filed within two months after the defect was discovered, or it will be void.

11. • **INSTRUCTIONS FOR USE**

a) The Buyer agrees to follow the manufacturer's instructions to ensure optimal use of the Products and to prevent wear and tear.

12. • **WEBSHOP**

a) Ergonomio does not guarantee that its website(s) and/or webshop will operate without interruption or errors. The Buyer acknowledges and accepts that maintenance or technical issues may cause temporary disruptions.

b) Any copying, adaptation, translation, editing, use, or modification of all or part of the website or webshop, in any form or by any means, is strictly prohibited.

13. • **IMPREVISION AND FORCE MAJEURE**

a) If it becomes impossible or much more difficult (financially or otherwise) for Ergonomio to fulfill its obligations due to unforeseen and uncontrollable circumstances, such as changes in supply or government regulations affecting (i) the availability of parts or (ii) pricing, Unless the parties agree to amend the terms of this Contract within thirty (30) calendar days following the request for renegotiation,

Ergonomio shall be entitled to suspend the performance of all or part of its obligations under the Contract for the period specified in the notice.

b) If performance becomes permanently impossible or in the case of force majeure, both parties are entitled to terminate the Contract immediately for the part of the obligations that have not yet been fulfilled.

c) Neither party is entitled to compensation for any damages suffered or to be suffered as a result of the suspension or termination under this article..

d) Force majeure includes, but is not limited to: pandemics, wars, government decisions, manufacturer bankruptcy, weather conditions, earthquakes, fires, power outages, (cyber)crime, and import or trade restrictions.

14. • **LIMITED LIABILITY**

a) Once delivery has been accepted, the Products are irrebuttably presumed to have been delivered in conformity, and Ergonomio can no longer be held liable for visible defects.

b) If a complaint is found to be valid due to a breach or negligence attributable to Ergonomio, Ergonomio may choose either to replace the defective Product or to provide appropriate compensation:

i) In the case of replacement, Ergonomio will deliver a new similar Product.

ii) In the case of compensation, the compensation will be equal to the value of the defective Product.

c) In any event, Ergonomio's liability, regardless of the cause, nature, or subject of the claim, is limited to the amount excluding VAT of the Order. Both parties agree that this limitation is reasonable considering the nature, scope, and foreseeability of potential damages.

d) As a release clause in accordance with Article 5.89 of the Belgian Civil Code, Ergonomio is not liable for any damage, whether contractual or non-contractual, caused by:

i) Damage or defects resulting from wear and tear, improper use, or third-party actions.

ii) Consequential and/or indirect damages.

iii) Damages caused by reasons beyond Ergonomio's control, such as force majeure or third-party interventions.

e) To the extent that Ergonomio's insurer intervenes and provides coverage, Ergonomio's liability will be limited to the payout received from the insurer plus the applicable deductible. Ergonomio cannot be held liable for any other damages not covered or compensated by the insurer.

f) These limitations of liability do not apply in cases of fraud, willful misconduct, or gross negligence that affects life or physical integrity.

g) Due to insurance reasons, any claim for damages must, under penalty of forfeiture, be reported in writing within one month after becoming aware of the incident or damage that forms the basis of the claim. All defects and damages must be proven by mutual agreement. Payment of outstanding invoices cannot be withheld or delayed based solely on an alleged claim for damages.

h) Ergonomio and its information providers are not liable for damages arising from malfunctions, interruptions, or errors related to the ordering platform, as the platform is made available to the Buyer on a voluntary basis for personal use.

i) The information, texts, photos, and illustrations used to present the Products are purely informative and do not constitute contractual documents. Ergonomio cannot be held liable if the provided information, texts, photos, or illustrations contain errors or omissions. Ergonomio warns the Buyer that depending on the tool used to view the

photos or illustrations, the colors, size, texture, or material of the Products displayed on the website may differ from reality, and Ergonomio will not be liable for such differences.

15. • **PROTECTION OF PERSONAL DATA**

a) Ergonomio is committed to complying with applicable Belgian data protection laws, including the law on the protection of privacy regarding the processing of personal data and the GDPR.

16. • **FINAL PROVISIONS**

a) These General Terms and Conditions were originally drafted in Dutch and translated into other languages. In case of a conflict between versions, the Dutch version will prevail.

b) If any provision of this Contract is declared invalid or unenforceable, either wholly or partially, the Contract remains binding, and the parties agree to replace the invalid or unenforceable provision with a valid and enforceable one that reflects the original intent of the parties.

c) Only Belgian law applies. The Vienna Sales Convention is explicitly excluded.

d) Unless otherwise stipulated by mandatory applicable consumer law or international private law, any dispute arising from or related to the Contract shall be exclusively handled by the Belgian Commercial Court of Antwerp, division Hasselt. Version 09/2024