

1. Definitions

- 1.1 **Buyer** (i.e. customer): means the person/company who accepts a quotation or a price from OPAC Agency for the sale/rent or installation of the good(s), or whose order for the purchase of the good(s) is accepted by OPAC Agency.
- 1.2 Good(s)/Merchandise: means the good(s), including any installation or any part(s) of the good(s), which OPAC Agency is to supply and sale/rent or install in accordance with the conditions.
- 1.3 (abbreviated name) OPAC Agency: means, **the seller**.
Written in full, as commercial/trade name: OPAC Publicity Agency, and as Corporate name : Vasa Corporation BV. (abbreviated name VASA Corp. BV) With company number BE BTW 0784475424.
- 1.4 Conditions: means the standard terms and conditions of sale set out in this document and unless the context otherwise requires, includes any special terms and conditions agreed between Buyer(s) and OPAC Agency. Two parties mentioned.

2. Orders Specifications, Delivery(s), Warranty

- 2.1 The goods/services are delivered as described on the invoice or in the order form. The Buyer must immediately check the delivered goods/services. Any complaints must be made within 5 working days after receipt of the goods at the latest (written description & photos). Hidden defects must be reported within 7 working days after discovery at the latest.
- 2.2 OPAC Agency applies the warranty period(s) according to the standards and guidelines imposed by the manufacturer or her supplier. This warranty term is only applied to the extent when the goods are installed and used in a proper way and to the extent that the deficiency or defect appears within the stipulated, stated period. Any deficiency/defect must be reported immediately in writing (with photos/videos/copy of invoice). Deficiencies/defects resulting from accidents, negligence, inappropriate use or other causes are not covered by warranty. In this case, all repairs will be charged in accordance with the usual rates and/or price quotations. The warranty starts from the delivery of the goods. OPAC Agency applies the law of warranty in the context of B2B transactions. Defects can not give rise to any compensation/indemnification or dissolution of the agreement and or the purchase. Pieces for warranty repair may be replaced Free of Charge if available. Working hours for repairs under warranty may be charged.
- 2.3 The goods or services shall be delivered within the period indicated on the order form unless otherwise specified. Taking into account the usual tolerances specific to the nature of the industry or trade. Any delay in delivery (e.g.: by transport), can not give rise to compensation/indemnification or dissolution of the agreement and or the purchase.
- The indicated delivery and or execution periods are not contractual and have only an indicative character. In no case shall the customer be entitled to claim damages or to cancel the purchase agreement due to the failure to meet the indicated deadlines.
- 2.4 Delivery shall be made to the Seller's registered location/office, unless otherwise agreed in writing. The goods shall be transported at the expense and risk of the Buyer.
- 2.5 If OPAC Agency and Buyer agree in writing that the goods will be delivered elsewhere than OPAC's Agency registered location/office. Buyer shall be liable to pay OPAC's Agency charges for transport and insurance from OPAC's Agency registered location/office to the destination of the delivery.
- 2.6 OPAC Agency reserves the right to make any changes in the specification of the goods that are required to conform with any applicable safety or other statutory requirements or that do not materially affect their quality or performance.
- 2.7 Cancellation of the order is only possible if requested in writing by the Buyer, at the latest within 2 working days after the order was placed, as long as it is confirmed and accepted in writing by OPAC Agency.
- Any advances paid will not be refunded in this case. Higher commercial losses or expenses paid by OPAC Agency may be charged to the Buyer. In this case, also, a damage compensation/fee will be due equal to 18% of the invoice amount. These damages only recover the loss of profit. OPAC Agency retains integral rights to payment of cost(s) already incurred. These costs will be also recharged to the Buyer.
- 2.8 There is no cancellation possible for the goods that are manufactured/fabricated after the order has been placed and this according to the agreements that were made.
- 2.9 The delivered merchandise/good(s) remains OPAC's property as long as the full price (principal, costs and interests) has not been paid. The Buyer assumes the risks from the moment of delivery.
- 2.10 OPAC Agency does not accept any returns, unless otherwise agreed in writing.

3. Price of the Goods / local labour prices

- 3.1 The price of the goods shall be the price specified by OPAC Agency in its quote or in OPAC Agency writing acceptance of Buyer's order. Orders higher than 2.000 euro must be paid 50% in advance, unless otherwise agreed by the two parties in writing.
- 3.2 All prices and or amounts mentioned and communicated in our offers, quotes, documents, written communications are exclusive of taxes and V.A.T.
- 3.3 All prices given by OPAC Agency are "Delivery Duty Paid" (ddp) at OPAC Agency registered location/office (incoterms 2000), exclusive any applicable value added tax.
- 3.4 Quotations remain valid for 5 days* (under reservation of art. 3.6- see below, energy market) , after the date of the quotation/price list. Unless otherwise specified by OPAC Agency.
- 3.5 The local labor price is 75 euro per hour worked. This price can be adjusted at any time during the year, according to inflation rates, the health index or the energy market.
- 3.6 If there are fluctuations in the energy market and some manufacturers/suppliers of OPAC Agency have a significant price increment from 5% in their prices, this may give rise to a rectification and or revision of a quote or price calculation that OPAC Agency has already made to the Buyer/Customer*.

4. Terms of payment / argument regulation(s)

- 4.1 Unless otherwise agreed in writing between both parties (Buyer and OPAC Agency). OPAC Agency has the right of payment immediately at the time of delivery or collection of the goods.
- 4.2 OPAC Agency reserves the right to invoice the full amount of the order(s) in the case of late pickup of ordered goods by the Buyer/customer.
- 4.3 The amount of the invoice(s) is transferred via bank transaction to OPAC Agency, within 5 working days after the invoice date, unless otherwise agreed. Early payments on invoices do not give any entitlement or reason for any discount.
- 4.4 Orders placed online shall be paid immediately by electronic mode payment.
- 4.5 In case of a whole or partial non-payment of the invoice on the due date, the invoice amount will be automatically without any notification increased by default, with 15 % interest per year from the due date of the invoice. Also a damage clause of compensation will be charged by default with 12% with a minimum of 75 euro's.
- 4.6 In case the Buyer fails to make any payment when due, OPAC Agency shall without prejudice to any other right or remedy available to it, be entitled to suspend any further deliveries.
- 4.7 OPAC Agency reserves the right to charge (e.g.) administration costs, reminder costs and or default interests to the Buyer in case of late payment of the invoices. This for the services provided and/or goods delivered. Each invoice is deemed to be accepted in the absence of a written dispute by recommended letter within 8 calendar days of the invoice date.
- 4.8 Our agreement(s) is always entered into under the dissolving condition of bankruptcy of the customer (Buyer).
- In case of obvious insolvency or force majeure, we reserve the right to unilaterally dissolve the agreement without the need for any notification. OPAC Agency retains integral rights to payment of invoices and costs already incurred, as well as any additional costs. The Buyer, in this case, has no right to claim any compensation or indemnification for lost sales or income.

5. Force Majeure

- 5.1 OPAC Agency shall be entitled without liability on its part and without prejudice to its other rights, to terminate the agreement(s)/order/delivery(s) or any unfulfilled part thereof, or at its option to suspend or make partial deliveries or extend the time or times for delivery, if the manufacture of the goods by OPAC Agency or the OPAC Agency supplier(s) or the delivery of the goods or the performance by OPAC Agency of any of its obligations under the agreement or contract is hindered or delayed whether directly or indirectly by reason of Buyer failing to furnish necessary instructions or informations, by war or other hostilities, civil commotion, act of God, government action or legislation, interruption of transport, strike, riots, natural disasters, pandemics, government measures or legislation, interruption of transport, strike, lockout/lockdown or other forms of labour conflict, accidents or business stoppages shortage of labor, material, fuel or energy, machinery breakdown or any other, form of industrial action, or stoppages to works; shortage of labour materials equipment, breakdown of machinery or any other cause whatsoever beyond the reasonable control of OPAC Agency or its sub-contractors/suppliers, whether or not such cause exists at the date of the order

6. Applicable law / regulation of disputes / & acceptance of terms and conditions

- 6.1 The Buyer agrees to the general terms and conditions.
- 6.2 Previous to the commitment of purchase and or delivery of services, the Buyer has taken note, in whole part of the general conditions of sale. These conditions can always be requested. The general terms and conditions of sale can be consulted at any time on our website, on all useful documents like: order forms, quotes, invoices, etc, as well as, and if desired, they can be downloaded by a digital way, or printed out at any time.
- 6.3 All our agreements are governed by Belgian law. Any disputes will be brought exclusively before the courts of the district of Leuven/ Belgium.
- 6.4 OPAC Agency reserves the right to place our logo, trademark, or name on all deliverable items. This can never give rise to claim a compensation from the customer or Buyer.
- 6.5 Our general terms and conditions always take priority over the customer's terms and conditions if they are different. This document can be requested in different local languages.

7. Authors rights/ Lay out rules and or agreements

- 7.1 All materials required for the layout must be delivered according to the requested specifications.
- 7.2 The customer or the Buyer (advertiser) has to communicate his remarks within 14 days after receiving the possible suggested lay-outs so that any adjustments can be made and a definitive lay-out can be obtained. Designs/layouts/logos/ letters/signs supplied by the customer or external parties must be in accordance with the requested specifications. OPAC Agency can not be made responsible for deviations and or the quality of the prints. When the Buyer (customer) delivers his own files (such as lay-outs/logos/designs/letterforms) and these do not meet the technical specifications, an extra layout/control fee may be charged according to the current local labor price. The Buyer (customer/advertiser) always remains responsible for the result, content & quality of the print(s). Proposed designs, images and or visual contents may not be copied and are subject to legal regulations of copyright & authors rights.

8. Clause concerning the processing of personal DATA

- 8.1 Personal data may be collected via a website form or for example a personal request in order to process, e.g.: orders, price quotes, marketing campaigns, deliveries, etc. This data can be requested at any time for modification or deleted. The processing of your personal data (e.g.: name, phone number, e-mail adres, vat number, etc..) is therefore limited to only the data that is minimally necessary for the purposes for which they are processed. Opac Agency protects your personal/company data in compliance with European regulations, in particular Regulation 2016/679. of the GDPR legislation.