



GENERAL TERMS & CONDITIONS OF SALE

Central vacuum systems · Belgium

VERSION 2026.1 — TO BE PUBLISHED

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ARTICLE 1 — IDENTIFICATION OF THE SELLER AND DEFINITIONS

1.1 Seller. These general terms and conditions of sale (hereinafter the "**GTC**") are those of **Pierre-François Claes**, a sole trader (natural person) operating under the trade name **AspiWall — Centralised vacuum systems** (hereinafter "**AspiWall**"), whose registered office is located at Les Rixhalles 3, 4190 Xhoris (Belgium), registered with the Crossroads Bank for Enterprises under number 0761.896.495, subject to VAT under number BE 0761.896.495.

1.2 Definitions. For the purposes of these GTC:

- **Customer:** any natural or legal person who orders goods or services from AspiWall.

- **Consumer (B2C):** any natural person acting for purposes which fall outside their commercial, industrial, craft or professional activity, within the meaning of Article I.1, 2° of the Code of Economic Law (hereinafter "CDE").
- **Professional (B2B):** any customer acting within the framework of their professional activity, as well as any legal person.
- **Goods:** the vacuum power units, equipment, PVC networks and fittings, hoses (including retractable hoses), inlets, accessories, spare parts and consumables sold by AspiWall.
- **Services:** studies and advice, technical support, installation and commissioning, leak testing, maintenance, diagnosis, troubleshooting and after-sales service.
- **Installation:** the fitting and/or commissioning physically carried out by AspiWall.
- **Site:** the place and context in which an installation or intervention service is performed.
- **Self-installation (DIY):** the installation of the equipment carried out by the Customer themselves or by a third party of their choice, AspiWall intervening only in respect of the supply and, where applicable, of advice or occasional checks.
- **SAV:** the after-sales service, comprising diagnosis, troubleshooting and repair.
- **Diagnosis:** the identification, on site or in the workshop, of the cause of a malfunction, subject to a flat-rate fee.
- **Third-party brand equipment:** vacuum power units and equipment of brands other than AspiWall, sold, maintained or repaired by AspiWall.
- **Laundry Jet:** the pneumatic laundry transport system distributed by AspiWall in Belgium, distinct from centralised vacuum systems.
- **Quotation / Offer:** the priced, named and dated document drawn up by AspiWall, describing the goods and/or services proposed and their conditions.

ARTICLE 2 — PURPOSE AND SCOPE

2.1 Purpose. These GTC govern the sale of goods and the supply of services by AspiWall, in particular: AspiWall and third-party brand vacuum power units, accessories and consumables, PVC networks and fittings, hoses and retractable hoses, installations and commissioning, technical support, leak testing, maintenance, diagnosis, after-sales service and troubleshooting, as well as the Laundry Jet system.

2.2 Territorial scope. The GTC apply to sales concluded in Belgium and, where applicable, to sales and deliveries carried out within the European Union. Installation and on-site intervention services are performed within Belgian territory, save for a specific written agreement.

2.3 B2C and B2B. The GTC apply both to Consumers (B2C) and to Professionals (B2B). Where a rule differs according to the status of the Customer, the distinction is expressly indicated. The mandatory provisions protecting the Consumer prevail over any contrary stipulation of these GTC.

2.4 Enforceability. The GTC are brought to the Customer's attention before the conclusion of the contract and are accepted by them upon placing the order. They prevail over the Customer's terms, save for an express and prior written agreement by AspiWall. The fact that AspiWall does not invoke a clause does not constitute a waiver of that clause.

ARTICLE 3 — PRE-CONTRACTUAL INFORMATION AND CONTRACTUAL DOCUMENTS

3.1 Pre-contractual information. Before the conclusion of the contract, AspiWall provides the Customer, in a clear and comprehensible manner, with the legally required information (Articles VI.2, VI.45 and VI.64 CDE depending on the method of sale): the essential characteristics of the goods and services, the identity and contact details of AspiWall, the total price and additional charges, the terms of payment, delivery and performance, the existence and terms of the legal guarantee of conformity, commercial guarantees and after-sales service, and, for distance or off-premises contracts concluded with a Consumer, the existence, conditions and terms of the right of withdrawal as well as the annexed model form.

3.2 Contractual documents. The contract is made up of the following documents, in the descending order of priority set out below, in the event of contradiction:

1. the written and signed special conditions, and subsequent amendments;
2. the accepted quotation / offer, including the plans and technical data sheets expressly referred to therein;
3. these GTC;
4. AspiWall's product descriptions, technical data sheets and general documents;
5. the invoice.

3.3 Applicable version and absence of retroactive effect. The version of the GTC applicable to a contract is the one in force and accepted by the Customer at the time that contract is formed. AspiWall may amend its GTC for the future; such amendments apply only to contracts concluded after their entry into force. **A subsequent modification of the website or of the GTC does not alter a contract already concluded.** Each version of the GTC bears a number and a date allowing the accepted version to be identified.

3.4 Awareness. The Customer cannot have clauses enforced against them of which they were not actually able to take note before the conclusion of the contract. AspiWall keeps a record of the version of the GTC transmitted and of the Customer's acceptance.

ARTICLE 4 — OFFERS, QUOTATIONS AND FORMATION OF THE CONTRACT

4.1 Value of offers. Quotations and offers are indicative and bind AspiWall only after acceptance by the Customer and confirmation by AspiWall. The current offer document prevails as regards the applicable prices, discounts, deadlines and conditions; the rates displayed for general information on the website never replace a current quotation, and the current rate must be requested by e-mail at info@aspiwall.be.

4.2 Validity of offers, lot pricing and stock availability. The prices of machines and central units are based on lot purchases negotiated with suppliers or manufacturers and are guaranteed only within the limits of the available stock of the lot concerned. Accordingly: (a) unless a longer period is expressly stated on the quotation, every quotation — whether for goods or for services — is valid **on the day it is issued**; for goods in stock, it is furthermore valid only **until the available stock is exhausted**; (b) the order becomes **firm and the price definitively secured only upon receipt of payment** (Article 6), within the limits of the stock still available at that time; if the stock has been exhausted in the meantime, AspiWall shall inform the customer without delay and shall offer either restocking within a new lead time and, where applicable, a new price, or the **full refund** of any sums already paid, without any other compensation on either side; (c) the purchase of a **single machine, outside a lot**, may entail a different price and lead time and is the subject of a specific quotation. After its validity has expired, AspiWall may revise the price and lead times in line with its restocking.

4.3 Acceptance. Acceptance of the quotation may result from a handwritten or electronic signature, from an online acceptance (an "Accept" button), from an express agreement by e-mail, or from payment of the deposit or of the price. A mere informal exchange does not, on its own, constitute a firm order as long as the subject matter, the price and the essential conditions are not determined and accepted.

4.4 Modification of the project — amendments. Any modification requested by the Customer after acceptance (quantities, equipment, network layout, services) is the subject of a written amendment and may entail a revision of the price and deadlines. Services or supplies not provided for in the quotation, but necessary or requested, are invoiced in addition after informing the Customer.

4.5 Manifest error. AspiWall may correct any manifest error of price or description (an obvious material error). The Customer is informed thereof and may, in such a case, withdraw their order free of charge for the part concerned.

4.6 Electronic order. For orders placed on the website, the Customer validates their order by means of a button bearing the wording "**order with obligation to pay**" or an equivalent unambiguous formulation. AspiWall confirms the order by means of an acknowledgement of receipt on a durable medium.

ARTICLE 5 — PRICES, TAXES AND VAT

5.1 Prices. Unless otherwise stated, the prices of goods and services are expressed **excluding VAT (excl. VAT)**, excluding transport, ex works Belgium. In respect of Consumers, the total price payable, all taxes included (incl. VAT), as well as the additional charges (transport, handling), are indicated before the conclusion of the contract. Rates are subject to change without notice; the applicable price is that of the accepted quotation or, in the absence of a quotation, the one in force on the day of the order.

5.2 Additional charges. The costs of transport, insurance, handling and, where applicable, travel remain payable by the Customer, unless otherwise stated in the offer. Additional services resulting from a modification requested by the Customer or from a site that is not ready (Articles 10 and 19) are invoiced in addition.

5.3 VAT regime. The VAT rate and regime are determined by law and by the Customer's situation:

- **VAT 21%:** ordinary regime (Belgian individuals and companies).
- **VAT 6%:** renovation works on immovable property relating to a private dwelling **more than ten (10) years old**, under the legal conditions of the VAT Code and subject to the Customer providing the required certificates.
- **VAT 0% — reverse charge (contracting party):** works on immovable property carried out for a Belgian professional customer who is a taxable person filing periodic returns; VAT is reverse-charged by the contracting party.
- **VAT 0% — intra-Community supply:** supply of goods to an undertaking established in another EU Member State holding a valid VAT number, under the legal conditions (documented intra-Community transport).

5.4 Responsibility for the VAT conditions. The application of a reduced rate, of the reverse charge or of the intra-Community exemption is subject to the effective compliance with the legal conditions and to the submission by the Customer of the required documents and certificates. Failing this, AspiWall applies the rate of 21%. If the tax authorities subsequently challenge a regime applied on the basis of inaccurate information or certificates provided by the Customer, the corresponding VAT, interest and penalties are payable by the Customer. These GTC do not guarantee any reduced rate whose legal conditions are not met.

ARTICLE 6 — ORDER, DEPOSIT, PAYMENT AND RETENTION OF TITLE

6.1 Payment for goods. Unless otherwise agreed in writing, **no goods are reserved or dispatched before prior payment in full**, by bank transfer or by secure online payment (Stripe) for purchases made through the shop. The order is validated upon receipt of payment and acceptance of the quotation.

6.2 Deposit (projects with installation). For projects involving installation by AspiWall, a deposit may be requested upon acceptance of the quotation, in accordance with the terms indicated therein. The deposit is set off against the total price. In the event of cancellation, the deposit is dealt with in accordance with Articles 15 (Consumer's withdrawal) and 19 (cancellation).

6.3 Payment schedule for installation services. Unless otherwise stated on the quotation: the balance of the labour for installing the PVC network is due on the day the network installation is completed; the mounting/ placement of the power unit is invoiced on the day it is carried out. The power unit is put in place by the Customer, as a general rule after a period of approximately two (2) weeks of the network being run in, save for installation by AspiWall.

6.4 Payment periods and terms for invoices. Invoices are payable in cash, unless a period is indicated on the invoice. In B2B, unless otherwise agreed in writing, the payment period does not exceed **sixty (60) calendar days** from receipt of the invoice, in accordance with the Act of 2 August 2002.

6.5 Suspension for non-payment. In the event of non-payment of a sum due, AspiWall may, after a formal notice that has remained without effect, suspend ongoing deliveries and services until full payment, without such suspension constituting a fault by AspiWall or depriving the Customer of their legal rights (in particular the legal guarantee of conformity, which is never suspended by a payment dispute in B2C).

6.6 Retention of title. The goods delivered remain the **property of AspiWall until full payment** of the price, in principal, costs and ancillary charges. The transfer of risk nevertheless takes place in accordance with Article 8. This retention of title clause is agreed at the latest at the time of delivery. As long as the price is not paid in full, the Customer may neither dispose of nor pledge the goods, and bears the burden of their preservation. The retention of title applies to goods that are still identifiable; it may be limited for elements incorporated in an inseparable manner into the building.

ARTICLE 7 — LATE PAYMENT

The late-payment regime differs according to the status of the Customer.

7.1 Professional customers (B2B)

In the event of non-payment on the due date, the following are due by operation of law and without prior formal notice:

- **late-payment interest** at the rate provided for by the Act of 2 August 2002 on combating late payment in commercial transactions (the ECB reference rate increased by 8 percentage points);
- a **fixed recovery compensation of €40.00** (Article 6 of the same Act), without prejudice to the compensation of reasonable recovery costs exceeding this amount;
- as a contractual penalty clause, **compensation of 10% of the unpaid sums, with a minimum of €100.00**, this compensation and the fixed compensation of €40 not being cumulated beyond the loss actually suffered.

In the event of a delay attributable to AspiWall in the performance of its obligations towards a B2B customer, the Customer is entitled, in an equivalent manner, to interest and compensation calculated according to the same principles. AspiWall may suspend its services in the event of non-payment (Article 6.5).

7.2 Consumers (B2C)

The late payment of a Consumer is governed by Book XIX of the Code of Economic Law (Act of 4 May 2023). Consequently:

a) First free reminder. No compensation or interest is due before the sending of a **first free reminder**. This first reminder is sent free of charge. For contracts with successive services, the free-of-charge nature applies at least to reminders relating to three unpaid instalments per calendar year.

b) Waiting period. The penalty clause (compensation and interest) can be applied only after the expiry of a period of at least **fourteen (14) calendar days** following the sending of the first reminder. This period runs from the third working day following the sending if the reminder is sent by post, or from the day following the sending if it is sent electronically.

c) Contents of the reminder. The first reminder mentions at least: the remaining balance due and the amount of the compensation claimed in the event of non-payment within the period; the name and company number of AspiWall; the description of the product or service that gave rise to the debt and the due date; the payment period.

d) Maximum amounts. Failing payment within the period, the following are due, within the legal limits:

- **late-payment interest** at the ECB reference rate increased by 8 percentage points, calculated on the sum remaining due;
- **fixed compensation** capped as follows: **€20.00** if the balance due is less than or equal to €150; **€30.00 plus 10%** of the portion of the balance between €150.01 and €500; **€65.00 plus 5%** of the portion of the balance above €500, with an **absolute maximum of €2,000.00**.

e) Reciprocity. In the event of a delay or breach attributable to AspiWall towards a Consumer, the latter is entitled to compensation equivalent to that provided for on their part.

ARTICLE 8 — DELIVERY, TRANSPORT AND TRANSFER OF RISK

8.1 Delivery times. Delivery times are indicative (as a general rule, approximately fifteen (15) days depending on stock and supplier availability), save for a firm deadline agreed in writing. A reasonable delay does not give rise to compensation or cancellation, unless a firm deadline has been agreed. In respect of a Consumer, in the absence of an agreed deadline, delivery takes place without undue delay and at the latest **thirty (30) days** after the conclusion of the contract; in the event of an overrun, the Consumer may, after having set an additional reasonable period that has remained without effect, terminate the contract in accordance with Article VI.43 CDE.

8.2 Partial delivery. AspiWall may make partial deliveries, in particular in the event of the temporary unavailability of an item, without this affecting the enforceability of the balance relating to the goods delivered.

8.3 Receipt and reservations. The Customer checks the parcels on receipt. Any transport damage, shortage or apparent non-conformity must be reported to AspiWall as soon as possible, supported by photographs — for Consumers, without such reporting being a condition for the exercise of the legal guarantee of conformity (Article 16).

8.4 Transfer of risk.

- **B2C:** the risk of loss or damage is transferred to the Consumer at the moment when they, or a third party designated by them (other than the carrier proposed by AspiWall), takes **physical possession** of the goods (Article VI.44 CDE). Where transport is provided or proposed by AspiWall, the risk remains with AspiWall during transport.
- **B2B:** unless otherwise agreed, the risk is transferred upon handing over the goods to the carrier.

8.5 Collection. The Customer may collect their order free of charge at the Remouchamps warehouse, by appointment. Goods not collected are governed by Article 9.

ARTICLE 9 — STORAGE AND GOODS HELD FOR THE CUSTOMER

9.1 Temporary storage. After payment in full and agreement by AspiWall, the ordered goods may be stored free of charge for a maximum period of **three (3) weeks** (for example when the site is not yet ready or when the Customer postpones collection).

9.2 Extended storage. Beyond this period, and after a written reminder that has remained without effect mentioning a reasonable period for collection, AspiWall may invoice storage costs proportionate to the space occupied and the duration, on the terms previously communicated to the Customer. No storage costs are applied without prior information and without a reasonable period being allowed to the Customer.

9.3 Risks. Goods held on behalf of the Customer after the transfer of risk (Article 8) are held at the Customer's risk; AspiWall ensures their reasonable preservation.

ARTICLE 10 — ON-SITE WORKS (INSTALLATION BY ASPIWALL)

10.1 Customer's obligations. Where the installation is carried out by AspiWall, the Customer guarantees, at their own expense and under their own responsibility: safe and clear access to the site; a free working area and suitable supports; a compliant electrical supply and, if necessary, a water supply; parking possibilities nearby; the presence of the Customer or their representative at the agreed times; coordination with the other trades.

10.2 Plans and existing structures. The Customer provides accurate information on the configuration of the premises. AspiWall is not liable for the consequences of errors in plans, of inaccurate information from the Customer, or of the presence of hidden structures, existing networks, pipes or wiring that are not indicated and not detectable by a normal examination. Openings are made according to the agreed layouts; unless expressly mentioned in the quotation, the filling of holes, plaster repairs, finishing, painting and decorative reinstatement are not included.

10.3 Site not ready, postponement, wasted journey. Any delay, rework or hindrance caused by a site that is not ready, by the absence of the Customer or by a third party may give rise to additional invoicing (time lost, travel, return visit). The costs of a wasted journey are governed by Article 19.

10.4 Additional services. Any service or supply not provided for in the quotation, but rendered necessary by the state of the site or requested during performance, is subject to the prior agreement of the Customer (amendment) before being carried out, except in a duly justified emergency.

10.5 Acceptance. Upon completion, an intervention sheet or an acceptance report is drawn up. Apparent reservations are recorded at the time of acceptance. The signature of the Customer or their representative

constitutes acceptance. In the unjustified absence of the Customer preventing acceptance, a further visit may be invoiced. Acceptance does not release AspiWall from the legal guarantee of conformity (B2C), from its liability for hidden defects (B2B), or from its commercial guarantees.

10.6 AspiWall's liability. AspiWall remains liable for the proper performance of the services it carries out itself. This clause delimits the respective responsibilities of the parties, without exonerating AspiWall from its own faults.

ARTICLE 11 — INSTALLATION BY THE CUSTOMER (SELF-INSTALLATION / DIY) AND TECHNICAL SUPPORT

11.1 Principle. AspiWall broadly offers the supply of equipment intended for **self-installation** by the Customer or by a third party of their choice. In this context, AspiWall supplies the goods and, depending on the option chosen, advice, technical support and/or occasional checks, but **does not carry out the physical installation** and does not assume the performance thereof.

11.2 Nature of the support. The technical support, remote assistance, any validation of a schematic diagram and the advice provided constitute exclusively **recommendations**. They do not amount to project management or to control of the conformity of the work carried out by the Customer or their third party. The available support services and their rates are set out in Article 13 and on the website (3-visit package, occasional intervention, additional labour).

11.3 Allocation of responsibilities. A distinction must be made between:

- a **defect inherent in the goods** (equipment that is non-conforming or defective): covered by the legal guarantee of conformity (B2C) and, where applicable, by the commercial guarantees and the guarantee against hidden defects (B2B);
- **damage or a malfunction resulting from a defective installation** carried out by the Customer or their third party, from non-compliance with the specifications and instructions, from incorrect sizing decided by the Customer, or from modifications that have not been validated: these are not attributable to AspiWall;
- **advice actually and formally provided by AspiWall:** AspiWall's liability can be engaged only for erroneous advice which it actually gave in writing, to the exclusion of choices made by the Customer on their own initiative.

11.4 Legal guarantee preserved. Self-installation **does not deprive** the Consumer of the legal guarantee of conformity for defects inherent in the product. No clause of these GTC removes this guarantee on the grounds that the Customer installed the system themselves. On the other hand, the guarantee does not cover damage caused to the product by non-compliant installation or use.

11.5 Retractable housing and plastering. During plastering or the fitting of the finishes, the Customer ensures that the render or plaster is applied correctly around the protective plate of the retractable inlet housing **without covering it**. Damage or additional costs resulting from non-compliance with this instruction are not attributable to AspiWall.

ARTICLE 12 — LEAK TESTING AND ON-SITE REPAIRS

12.1 Nature. Leak testing of the network is recommended but constitutes a check at a given moment. It **does not guarantee future tightness** in the event of modification, addition or intervention on the network subsequent to the validation.

12.2 Immediate repairs. Immediate repairs during a test are possible only according to technical feasibility and the equipment available on site. Failing this, an appointment or an additional quotation is proposed.

12.3 Rates (excl. VAT). Leak test: flat rate **€165.00** (up to 3 retractables; +€20.00 per additional retractable); pack of 3 tests: **€385.00**; extension of less than 30 minutes: **€28.00**; extension of at least 30 minutes: **€55.00**; labour: **€80.00 / hour** (€20.00 per 15-minute period). The applicable rates are those in force on the day of the service.

ARTICLE 13 — AFTER-SALES SERVICE (SAV), DIAGNOSIS AND TROUBLESHOOTING

13.1 Purpose. AspiWall provides the after-sales service, diagnosis and troubleshooting of vacuum power units, including many third-party brands, subject to the availability of parts and technical feasibility.

13.2 Paid diagnosis and flat rates. Diagnosis is a paid service, invoiced at a flat rate. The flat-rate after-sales intervention fees (excl. VAT), identical throughout Belgium and including travel, are:

- **€150.00** — intervention flat rate for a machine predating 2021 or purchased from AspiWall (includes 15 minutes of on-site diagnosis);
- **€220.00** — intervention flat rate for a power unit purchased elsewhere after 2021 (includes 15 minutes of on-site diagnosis);
- **€275.00** — urgent intervention (subject to the availability of the technician);
- **Labour after diagnosis: €20.00 per 15-minute period** (i.e. €80.00/hour);
- **Return of a power unit after workshop repair** (transport only): **€75.00**.

No mileage surcharge is applied to standard after-sales service; travel is included in the flat rate. Travel costs are due only in the event of late cancellation (Article 19).

13.3 Return to the workshop. Where a repair cannot be carried out on site, the power unit may be disconnected and repatriated to the workshop. The return transport, the reinstatement and the parts are the subject of a quotation. Disconnection and reconnection may be invoiced on the basis of time spent.

13.4 Repair quotation and parts. Any repair exceeding the diagnosis is the subject of a quotation. If the Customer refuses the quotation, the diagnosis and travel flat rate remains due. The availability of parts, in particular for old power units or third-party brands, is not guaranteed; AspiWall informs the Customer thereof and proposes, where applicable, an alternative solution.

13.5 No guaranteed result. Diagnosis and troubleshooting constitute an **obligation of means (best-efforts obligation)**. Where a fault is intermittent, non-reproducible at the time of the intervention, or where its origin is external to the power unit (blocked network, faulty inlet, electrical cause in the building, misuse), the intervention remains due even if the defect cannot be immediately reproduced or resolved. AspiWall informs the Customer thereof and proposes the appropriate next step.

13.6 Distinction between the regimes. A distinction should be made between: (i) the **paid after-sales service** (intervention outside the guarantee); (ii) the implementation of the **legal guarantee of conformity** (B2C, Article 16), which is free of charge for the Consumer for covered defects; (iii) the implementation of a **commercial guarantee** according to its own conditions (Article 16).

ARTICLE 14 — REPLACEMENT OF A POWER UNIT ON AN EXISTING NETWORK

14.1 Purpose. AspiWall offers the replacement of an existing power unit, of its own brand or of a third-party brand, while retaining the PVC network already in place.

14.2 Network not installed by AspiWall. AspiWall cannot guarantee the condition, tightness, sizing or conformity of a network which it has not installed. The replacement relates to the power unit and its connections; it does not carry any guarantee on the existing network.

14.3 Prior diagnosis and additional costs. A diagnosis or a check may be proposed to assess the compatibility of the network (condition of the ducts, leaks, blockages, electrical supply). If adaptation or repair works appear necessary after examination, they are the subject of an additional quotation and are carried out only after the **prior agreement of the Customer**.

ARTICLE 15 — CONSUMER'S RIGHT OF WITHDRAWAL

15.1 Scope. This article applies **only to Consumers** who have concluded a contract **at a distance** (via the internet, telephone or correspondence) or **off-premises** (at the Consumer's home, away from AspiWall's premises), in accordance with Articles VI.47 et seq. and VI.67 et seq. of the CDE. It does not apply to sales concluded on AspiWall's premises or at its warehouse, nor to professional customers.

15.2 Period. The Consumer has a period of **fourteen (14) calendar days** to withdraw, without having to give a reason. This period runs, for goods, from the taking of physical possession of the goods (or of the last item in the case of a multiple order delivered separately) and, for services, from the conclusion of the contract. If AspiWall has not provided the information on the right of withdrawal, the period is extended in accordance with Article VI.49 CDE (up to twelve months).

15.3 Exercise. The Consumer notifies their decision by an unambiguous statement, using the model form annexed to these GTC or by any other means (e-mail to info@aspiwall.be or letter to Les Rixhalles 3, 4190 Xhoris). The burden of proof of the exercise of the right of withdrawal lies with the Consumer.

15.4 Effects — reimbursement. AspiWall reimburses all payments received, including the standard delivery costs, without undue delay and at the latest within **fourteen (14) days** following the notification of the withdrawal. AspiWall may defer the reimbursement until the goods have been taken back or until the Consumer has provided proof of their dispatch. The direct costs of returning the goods are payable by the Consumer, unless otherwise stated.

15.5 Depreciation. The Consumer may examine and try out the goods as they would in a shop. They are liable only for the **depreciation** resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of the goods. The mere opening of packaging does not, on its own, deprive the Consumer of the right of withdrawal.

15.6 Services begun during the period. If the Consumer expressly requests, on a durable medium, that the performance of a service (for example an intervention or an installation) begins before the end of the withdrawal period, and then withdraws, they pay an amount **proportionate** to the services already provided up to the notification of their withdrawal. If the service has been **fully performed** with their prior express agreement and their acknowledgement of the loss of the right of withdrawal, this right is exhausted.

15.7 Legal exceptions. In accordance with Article VI.53 CDE, the right of withdrawal does not apply in particular to:

- goods **made to the Consumer's specifications or clearly personalised** — this is the case of a PVC network or of hoses cut and prepared to measure to the dimensions of the dwelling;
- services **fully performed** whose performance began with the prior express agreement of the Consumer and their acknowledgement of the loss of the right;
- **urgent maintenance or repair** works expressly requested, excluding additional services or goods that are not necessary;
- sealed goods which cannot be returned for reasons of hygiene or health protection and which were unsealed after delivery.

The mere opening of the packaging of standard goods (for example a power unit or a non-personalised accessory) does not constitute an exception to the right of withdrawal. Standard equipment, not installed and not personalised, remains returnable subject to depreciation (Article 15.5).

ARTICLE 16 — GUARANTEES

16.1 Legal guarantee of conformity (B2C). Consumers benefit from the legal guarantee of conformity of **two (2) years** from the delivery of the goods (Act of 20 March 2022; Articles 1649bis et seq. of the former Civil Code). Any lack of conformity appearing within this period is presumed to have existed at the time of delivery, unless proven otherwise or unless this is incompatible with the nature of the goods or of the defect. The Consumer informs AspiWall of the defect within a reasonable period, and at the latest within two months of discovering it. The remedies are, in order: **repair or replacement** free of charge (at the Consumer's choice, save for impossibility or disproportionate cost); failing this, a **price reduction or termination** of the contract (termination being excluded for a minor defect). This guarantee is free of charge for the Consumer for covered defects. Where the installation is carried out by AspiWall, an installation defect is treated as a lack of conformity of the goods.

16.2 Guarantee against hidden defects (B2B). In respect of Professionals, AspiWall is liable for hidden defects under the conditions of Articles 1641 et seq. of the Civil Code. The professional Customer must report in writing any apparent defect at the latest within **five (5) working days** of delivery, and any hidden defect within five (5) working days of its discovery, on pain of forfeiture.

16.3 Commercial guarantees. The commercial guarantees below are **in addition** to the legal guarantee and do not replace it or reduce it in any way:

- **AspiWall S100 to S500 power units** (domestic use): **10-year parts guarantee**, i.e. 5 years at 100% then 5 years at 50% of the value of the parts, taking effect on the date of the invoice.
- **Third-party brand power units** (for example Husky): commercial guarantee according to the manufacturer's conditions applicable on the date of purchase, as communicated to the Customer (indicatively: 3 years for common Husky models, a specific duration for certain professional models). Domestic use is required.

- **Laundry Jet:** commercial guarantee of **3 years** on the electronic components and the power supply unit (see Article 18).

16.4 Scope of the commercial guarantees. Unless otherwise stated in writing, the commercial guarantees cover the **supply of the defective parts** and **do not include** labour, transport, taking-back or travel, which remain payable by the Customer. They assume compliant use (Article 17) and compliance with the maintenance obligations, in particular the replacement of the motor's carbon brushes (indicatively, after approximately 600 hours of operation or 10 years). The debtor of each commercial guarantee (AspiWall or the manufacturer) is indicated above. The claim procedure is carried out with AspiWall (info@aspiwall.be), on presentation of the invoice.

16.5 Exclusions from the commercial guarantees. The commercial guarantees do not cover: normal wear and tear and ageing; consumables (bags, filters); damage resulting from non-compliant installation carried out by the Customer or a third party, from non-compliant or prohibited use (Article 17), from a lack of maintenance, from an unauthorised modification, from an accident or from an external cause. These exclusions do not affect the Consumer's legal guarantee of conformity.

16.6 Articulation. The manufacturer's guarantee, where it exists, never replaces the legal guarantee of conformity owed by AspiWall to the Consumer. No commercial or manufacturer's guarantee diminishes the mandatory legal rights of the Consumer.

ARTICLE 17 — COMPLIANT USE AND PROHIBITED USES

17.1 Domestic use. Vacuum power units for domestic use are designed for the vacuuming of common dry household dust and dirt.

17.2 Prohibited uses. Except for models specifically designed and designated for this purpose, it is **prohibited** to vacuum in particular: plaster, plaster dust and renders; construction waste and dust; ash (including cooled ash); sawdust and wood dust; soot; abrasive, sharp or incandescent materials; liquids and wet matter. Such uses may damage the motor and the network.

17.3 Consequences. Non-compliant or prohibited use may entail the loss of the **commercial guarantees** for the damage resulting therefrom. This consequence does not apply to the Consumer's legal guarantee of conformity for a defect inherent in the product unrelated to the non-compliant use. The use exclusions are technically justified and specific to each type of equipment; the Customer complies with the manufacturer's instructions and specifications supplied with the equipment.

ARTICLE 18 — LAUNDRY JET

18.1 Nature and role of AspiWall. Laundry Jet is a system for the **pneumatic transport of laundry**, distinct from centralised vacuum systems. AspiWall is its distributor in Belgium. The rules specific to centralised vacuum systems apply to Laundry Jet only to the extent that they are relevant; failing which, these GTC apply by analogy.

18.2 Supply, network and technical requirements. The system comprises a central unit (for example the Express or Swift models) and insertion doors (for example Lift or Slide), connected by a dedicated network. Installation assumes compliance with the manufacturer's technical requirements, in particular as regards the layout, diameter and nature of the network, as well as the electrical supply.

18.3 Installation. The Laundry Jet may be installed by AspiWall (Article 10) or by self-installation / by a third party (Article 11). In the event of installation by the Customer or a third party, AspiWall does not assume the physical performance; damage resulting from non-compliant installation is not attributable to AspiWall.

18.4 Use, maintenance and after-sales service. The system must be used in accordance with its intended purpose (transport of laundry) and maintained according to the manufacturer's specifications. The after-sales service is provided by AspiWall according to the principles of Article 13.

18.5 Guarantee. The commercial guarantee of the Laundry Jet is **3 years** on the electronic components and the power supply unit, labour not included, under the conditions of Article 16. The Consumer's legal guarantee of conformity (Article 16.1) remains applicable.

ARTICLE 19 — CANCELLATION, POSTPONEMENT OF WORKS AND APPOINTMENTS

19.1 Reservation of the right of withdrawal. This article applies **without prejudice** to the Consumer's right of withdrawal (Article 15). No cancellation compensation is due by the Consumer when they validly exercise their right of withdrawal.

19.2 Cancellation of an order for goods. Outside the right of withdrawal, any cancellation by the Customer engages their financial responsibility and must be notified in writing to info@aspiwall.be:

- **before dispatch:** compensation of at least **20% excl. VAT** of the amount, increased by the costs already incurred;
- **after dispatch:** the return costs, a restocking compensation of at least **20%** and, where applicable, a reduction for depreciation.

For **special orders, personalised equipment or made-to-measure prepared items** already ordered or manufactured, the costs actually incurred by AspiWall remain due. The compensation provided for in this article must correspond to the reasonably foreseeable loss; in B2C, it is assessed in the light of Articles VI.83 et seq. CDE and equivalent compensation is due by AspiWall in the event of a cancellation attributable to it.

19.3 Postponement and cancellation of a scheduled intervention. An intervention or a scheduled appointment may be postponed or cancelled by the Customer with reasonable notice. In the event of late cancellation:

- cancellation **less than 24 hours** before the intervention: **50%** of the call-out flat rate;
- cancellation **less than 4 hours** before the intervention, or a missed appointment: **100%** of the call-out flat rate;
- **travel** in the event of late cancellation: **€1.10 excl. VAT per kilometre** (round trip), with a minimum of **€55.00 excl. VAT**, calculated from Les Rixhalles 3, 4190 Xhoris;
- for scheduled interventions and installations relating to a site, cancellation less than **48 hours** beforehand may give rise to the invoicing of the travel and 50% of the call-out flat rate.

19.4 Inaccessible or unready site, absence of the Customer. A wasted journey caused by an inaccessible or unready site, or by the absence of the Customer, may be invoiced in accordance with the terms of this article and of Article 10.3.

19.5 Cancellation by AspiWall. AspiWall may cancel an order in the event of force majeure or of lasting unavailability of the equipment; in such a case, it reimburses in full the sums paid for the unperformed part, without any other compensation, without prejudice to the Customer's legal rights.

ARTICLE 20 — LIABILITY

20.1 Nature of the obligations. Save for a written obligation of result, AspiWall's obligations relating to advice, support, diagnosis and troubleshooting services are **obligations of means (best-efforts obligations)**.

20.2 Extent. AspiWall's contractual liability is limited to the proven **direct damage** resulting from a breach attributable to it. In B2B, AspiWall is not liable for **indirect or immaterial damage** (loss of operations, loss of data, loss of earnings, commercial loss) and its liability is, save for gross negligence or wilful misconduct, limited to the amount of the service or of the goods concerned. These limitations do not apply:

- in the event of wilful misconduct, gross negligence or non-performance of an essential obligation;
- in the event of damage resulting from harm to life, physical integrity or health;
- to the mandatory rights of the Consumer, which can be neither excluded nor limited (in particular the legal guarantee of conformity and liability for defective products).

20.3 Grounds for exoneration. AspiWall is not liable for damage resulting from: a fault or negligence of the Customer; inaccurate information provided by the Customer; non-compliant or prohibited installation or use (Articles 11 and 17); a lack of maintenance; non-compliance with the instructions and manuals; the condition of an existing network not installed by AspiWall; modifications made to the system after the intervention; or the act of a third party.

20.4 No general exclusion. No stipulation of these GTC may be interpreted as a general exclusion of any liability of AspiWall.

ARTICLE 21 — FORCE MAJEURE AND EXTERNAL CIRCUMSTANCES

21.1 Definition. A case of force majeure is any event beyond the reasonable control of the party concerned, which it could not reasonably foresee or avoid, rendering the performance of its obligations impossible or excessively onerous, such as: lasting unavailability or breakdown of supply from a supplier, a global material shortage, a strike, a natural disaster, fire, armed conflict, an epidemic, a blockage of transport, a prohibition or administrative decision, a major breakdown of essential installations.

21.2 Effects. Force majeure suspends the performance of the affected obligations for the duration of the impediment. The party concerned informs the other without delay. If the impediment continues for an unreasonable time, each party may terminate the contract for the unperformed part, without compensation, the sums paid for that part being reimbursed.

21.3 Limit. A mere increase in costs or an ordinary commercial difficulty does not, on its own, constitute a case of force majeure.

ARTICLE 22 — INTELLECTUAL PROPERTY

22.1 Ownership. The studies, plans, schematics, sizing calculations, photographs, technical documents, installation guides and other content developed or provided by AspiWall remain its intellectual property and are protected as such.

22.2 Use. The handing over of such a document to the Customer confers on them a **right of use** limited to the needs of the project concerned. It entails **no transfer of intellectual rights**. The Customer may neither reproduce, distribute nor exploit these documents for other purposes, nor communicate them to third parties for competing purposes, without the written agreement of AspiWall.

ARTICLE 23 — PERSONAL DATA

23.1 Processing. AspiWall processes the Customer's personal data for commercial management, the drawing up of quotations and invoices, the performance of orders, works and after-sales service, as well as, where applicable, for prospecting within the legal limits. The data controller is AspiWall (info@aspiwall.be).

23.2 Processors and retention. AspiWall may use processors (in particular its management service provider and its host) bound by an agreement compliant with Article 28 of the GDPR. The data is retained for the time necessary: accounting documents (7 years), data related to guarantees (the duration of the guarantee plus one year), prospecting data (until the withdrawal of consent or after a period of inactivity).

23.3 Rights and full information. The Customer has the rights of access, rectification, erasure, restriction, objection and portability, as well as the right to lodge a complaint with the Data Protection Authority (www.autoriteprotectiondonnees.be). The details of the processing are set out in AspiWall's **privacy policy**, available at www.aspiwall.be, to which these GTC refer.

ARTICLE 24 — COMPLAINTS, MEDIATION, APPLICABLE LAW AND JURISDICTION

24.1 Complaints. Any complaint is addressed to AspiWall at info@aspiwall.be or by letter to Les Rixhalles 3, 4190 Xhoris. AspiWall endeavours to provide a response within a reasonable period.

24.2 Mediation (Consumers). In the event of a dispute not resolved amicably, the Consumer may have recourse free of charge to the **Consumer Mediation Service** (Service de Médiation pour le Consommateur), Boulevard du Roi Albert II 8 box 1, 1000 Brussels — contact@mediationconsommateur.be — www.mediationconsommateur.be. AspiWall participates in good faith in this out-of-court settlement method. This recourse does not deprive the Consumer of their right to take legal action. *(The European online dispute resolution platform (ODR) ceased operating on 20 July 2025 and is no longer mentioned.)*

24.3 Applicable law. The contracts are governed by **Belgian law**. In respect of a Consumer residing in another EU Member State, this choice of law cannot deprive them of the protection of the mandatory provisions of their country of residence.

24.4 Jurisdiction. Save where mandatory law provides otherwise, the courts of the **judicial district of Liège** shall have sole jurisdiction over any dispute. In particular:

- **Disputes with a Professional (B2B):** exclusive jurisdiction of the courts of the judicial district of Liège.

- **Disputes with a Consumer (B2C):** only the courts designated by Article 624 of the Judicial Code have jurisdiction (in particular the court of the defendant's domicile or of the place of performance of the obligation); exclusive jurisdiction may not be imposed on the Consumer.

ARTICLE 25 — LANGUAGES, APPLICABLE VERSION AND SEVERABILITY

25.1 Languages. These GTC may be distributed in several languages (French, Dutch, English, German). In the event of a divergence of interpretation, the **French version prevails** (the French version is the reference version and prevails in case of discrepancy), without prejudice to the mandatory law applicable to the Consumer which would guarantee them the benefit of a version in their own language.

25.2 Severability. If a clause of these GTC is declared void or inapplicable, the other clauses remain fully in force. The clause concerned is replaced by the legal provision or by a valid clause closest to the initial intention of the parties.

25.3 Contact details. AspiWall — Pierre-François Claes · VAT BE 0761.896.495 · Les Rixhalles 3, 4190 Xhoris · +32 470 71 22 22 · info@aspiwall.be · www.aspiwall.be · BNP Paribas Fortis BE87 0019 0005 5194 and BE16 0019 5359 7174 · BIC GEBABEBB.

ANNEX — MODEL WITHDRAWAL FORM (B2C)

(To be completed and returned only if you, the Consumer, wish to withdraw from a contract concluded at a distance or off-premises, within 14 days.)

To the attention of AspiWall — Pierre-François Claes, Les Rixhalles 3, 4190 Xhoris (Belgium) — info@aspiwall.be:

I/We () hereby give notice () of my/our () withdrawal from the contract for the sale of the goods () / the supply of the services () below:

- Goods / service(s):
- Ordered on () / received on ():
- Name of the consumer(s):
- Address of the consumer(s):
- Signature of the consumer(s) (only in the case of a paper notification):
- Date:

() Delete as appropriate.*

Return by e-mail to info@aspiwall.be or by letter to Les Rixhalles 3, 4190 Xhoris. Reimbursement takes place within 14 days of receipt of the notification, subject to the taking-back of the goods or proof of their dispatch, and their condition (any depreciation).

AspiWall — GTC Version 2026.1 — In force as of 8 July 2026 — French reference version.