

GENERAL CONDITIONS OF USE

1. Subject

1.1.

The www.peintafloor.com website is the property of the limited liability company Établissements Guilmin (hereinafter referred to as "Peintagone"), registered with the Crossroads Bank for Enterprises under No. 0639.929.685, the headquarters of which are based at 6900 Marche-en-Famenne (Belgium), Rue de la Plaine 5.

The present Website is hosted by: Odoo SA, Chaussée de Namur 40, 1367 Grand-Rosière, Belgium, (email address: info@odoo.com).

The present Website is edited by: Peintagone (info@peintagone.com).

For any questions, the Visitor can contact Peintagone via email (info@peintagone.com) or by telephone (+32 (0) 84 21 16 45).

1.2.

The present General Conditions of Use (GCU) determine the modalities of the provision and use of the website www.peintafloor.com (hereinafter referred to as "the Website").

The present General Conditions of Use are available at all times on the Website, under the tab 'General conditions of use'.

The access to and the Use of the website by the Visitor are subject to applicable laws, to the present GCU, but also to the additional following documents:

- **Cookie policy**, available at all times on our Website under the "Cookies" tab;
- **Charter concerning the protection of personal data**, available at all times on our Website, under the "Privacy Policy" tab.

The present GCU and additional above-mentioned documents form the contract between Peintagone and the Visitor.

1.3.

By accessing and using the Website, the Visitor acknowledges that he/she has read said documents and confirms his/her agreement as regards the application thereof, without reservation or restriction.

In this regard, the Visitor commits to reading the above-mentioned documents when first visiting the Website.

If the present GCU, the cookie policy, the Charter concerning the protection of personal data, are not accepted, the Visitor forfeits his or her right to access or use the Website.

The above-mentioned documents could be subject to changes at any time, without prior notice. The Visitor is therefore invited to regularly check the content of said documents. The changes made will be applied from the day they are published on the Website. If the Visitor still wishes to use the Website after such changes have been published, this means that the Visitor accepts the above-mentioned documents as modified.

2. Website access

2.1.

Peintagone makes the Website available to the Visitor for free. This access is made available on a temporary basis.

The Website is available from anywhere, to any Visitor with an Internet access. All fees such as IT material, internet connection, computer software etc., supported by the Visitor, are payable by the latter.

2.2.

Peintagone does in no way guarantee that the Website will always function perfectly and continuously.

Access to the Website, in its entirety or in part, can be interrupted such as during updates or periods of maintenance. Peintagone can therefore not be held responsible if for any reason, the access to the Website or part of it is temporarily or definitely unavailable.

3. Information present on the Website

3.1. – Nature of the Information –

The information provided by Peintagone on the Website is available for free and for informative and promotional purposes only. Under no circumstances are they to be considered as creating a commercial relationship between Peintagone and the Visitor.

Peintagone reserves the right to make changes or corrections to the content present on the Website.

Although the information available on the Website is deemed reliable, this information is indicative and can occasionally contain errors or inaccuracies, even if Peintagone makes the reasonable effort to ensure that the Website content is, to the extent possible, exact and precise. The Visitor takes full responsibility with regard to using and interpreting the information present on the Website.

3.2. – Information updates -

Peintagone is likely to occasionally update the Website, including its content. Nevertheless, this does not constitute any obligation on the part of Peintagone. As a result, Peintagone does not guarantee that the information present on the Website is at all times exact, extensive and updated. Peintagone can therefore not be held responsible for any error or fault linked to the Website.

3.3. – Aspects present on the Website –

Regarding the aspects of floor coverings present on the Website, Peintagone does its best to ensure that the aspects on the screen shown on the Website are as true to the aspects' appearance in real life. This is only an obligation of means on the part of Peintagone. Peintagone cannot guarantee an exact representation of the aspects on the Website visible on the Visitor's screen, mainly because this parameter depends mostly on the Visitor's personal screen resolution.

3.4. – Information regarding pricing –

The prices of Peintagone Products listed on the Website are indicative and can vary, mainly due to the fluctuation of raw material costs or if there is a delay in the updating of new information on the Website.

The prices on the Website do not engage Peintagone. Only the prices of Products shown in Peintagone shops and of our dealers are to be taken into account when you wish to purchase one of our products by visiting one of our shops or a shop belonging to one of our dealers.

3.5. – Publicity, Promotions, Offers and Competitions –

The Website's main goal is to inform the Visitor about Peintagone and promote its activities.

The Website can also include promotional offers, as well as game-related competitions suggested by Peintagone. In such cases, these offers and competitions are governed by special conditions which will be explained when they are circulated.

The Website can also include publicity from third parties such as Peintagone's commercial partners. Peintagone does not guarantee nor take any responsibility with regard to the accuracy of the information on the publicity provided by third parties and/or services offered by these third parties.

4. Website conditions of use

When visiting the Website, the Visitor, as part of the use he or she makes of it and the information he or she circulates on the Website, commits to:

- not using the Website for commercial purposes without prior written consent from Peintagone;
- not circulating or placing viruses or other technological methods that could affect the functioning of the Website, but also affect the interests of Peintagone and other Visitors;
- not showing contempt in any way for other Visitors, minors;
- not circulating any illegal, threatening or abusive content on the Website, which may constitute defamation, harassment, or is of a blasphemous, racist, pornographic, offensive nature, and regardless of the medium used to circulate said content.

To that extent, Peintagone reserves the right to delete this type of content at any time, without prior notice.

- Not committing plagiarism with regard to intellectual property owned by Peintagone or third parties.

With regard to using the Website, the Visitor also commits to not collect nor circulate personal data belonging to other Website Visitors.

5. Peintagone's Obligations and Responsibilities

5.1.

Peintagone enters into a commitment of means regarding the Visitor. To that extent, Peintagone commits to doing everything in its power to provide the Website Visitor with quality service.

5.2.

Peintagone does everything in its power to ensure that the Website is continuously accessible to the Visitor. However, access disruptions are possible in the event of host failure or malfunction, or in the

event of Website maintenance work or updating. Peintagone declines all responsibility if these interruptions take place.

5.3.

It is also not guaranteed that the Website, or the server on which it is present, don't contain viruses or bugs. Peintagone cannot be held responsible in such cases, unless it is proven that Peintagone committed a serious or intentional error which resulted in the presence of such a virus (malware).

5.4.

Peintagone cannot offer optimal guarantee regarding the security and confidentiality of data transmitted via the Website. Peintagone commits to making all necessary and reasonable efforts to best ensure security and confidentiality of data transmitted via the Website.

With regard to personal data collection and processing under G.D.P.R. (Regulation EU 2016/679), the Visitor can find the specific applicable regulations and information, under Policy regarding cookies and the Charter concerning protection of personal data available on the Website.

5.5.

Peintagone cannot be held responsible for direct or indirect damages caused to the Visitor's material when accessing the Website if the Visitor is using unsuitable material, but also when these damages are the result of a bug or incompatibility.

6. Cookies and personal data

Regarding the Visitor's personal data collection and processing, including the presence and use of cookies on the Website, these questions are regulated by the following documents:

- **Cookie policy**, retrievable at all times on the Website, under the "Cookies" tab;
- **Charter concerning the protection of personal data**, retrievable at all times on the Website, under the "Privacy Policy" tab.

7. Intellectual Property

The Website and its components which include, non-exhaustively, texts, images, photos, videos, logos, sounds, icons, brands, graphics, databases, are protected by intellectual property rights such as copyright and trademark rights.

The above-mentioned elements cannot be reproduced, copied, distributed, adapted, used or translated by the Visitor, without gaining prior written agreement from Peintagone or third parties who own intellectual property rights on these elements.

8. Hyperlinks

The Website can contain hyperlinks to other websites belonging to third parties. Peintagone has no control of the content, the use or the management of these websites, which are handled by the said third parties. As a result, Peintagone cannot be held responsible for the information present on these websites, nor for the hyperlinks also present on these websites.

9. Severability

If it turns out that one or more provisions of the present GCU are declared void or invalid, both Peintagone and the Visitor will continue to be governed by the other provisions present in the CGU.

In such an event, the provisions declared void or invalid will be replaced by provisions similar in scope and with equivalent economic effects, while also taking into account the spirit and aim with which the present GCU were written.

10. Applicable law and competent jurisdiction

10.1.

The present GCU, including the additional documents under article 1.2., are subject to Belgian law, to the extent that the applicable legislation allows.

10.2.

In the absence of an amicable agreement and to the extent that the applicable legislation allows, any dispute arising from the execution or interpretation of the present GCU and additional documents under article 1.2. will fall within the exclusive jurisdiction of the courts of the judicial district of Namur (Belgium).

Last update: Juni 2026