

General terms and conditions of sale

1. General provisions – enforceability

1.1. The present general terms and conditions govern any order for supplies or services from s.r.l. Établissements Guilmin, the headquarters of which are situated at Rue de la Plaine 5, 6900 Marche-en-Famenne, CBE No. 0639.929.685, (hereinafter referred to as « the vendor »), excluding any documents and general terms and conditions issued by the customer.

The present general terms and conditions cancel and replace all previous general terms and conditions applicable between the parties.

By placing an order with the vendor, the customer acknowledges having prior knowledge of, and accepts the application of, the present general terms and conditions.

1.2. The French version of these general terms and conditions is the official version and prevails over any other version provided as a translation.

1.3. The present general terms and conditions are an integral part of the contract with the customer. All clauses opposed to those described here are considered unwritten, unless there is prior specific written agreement.

Unless otherwise stipulated explicitly and in writing, any potential specific conditions pre-agreed in writing between the parties complement the present general terms and conditions and do not result in the non-application of the latter to the relations between the parties.

1.4. In the event that one or several provisions of the present general terms and conditions should be declared invalid or unenforceable, in their entirety or in part, the nullity or unenforceability of one or more clauses will not affect the validity of other provisions of the present general terms and conditions.

The clause(s) affected by nullity or unenforceability shall be deemed unwritten and will be replaced by one or several valid provisions having equivalent economic effect and reflecting as much as possible the shared intention of the parties.

1.5. The Products and Services of Établissements Guilmin are primarily intended for professional customers. However, as part of the present General Terms and Conditions, the Customer, who must be over 18 years of age, is either a professional or a consumer. As part of the present General Terms and Conditions, the term “professional” refers to the concept of a business as defined in article I.1.1° of the Belgian Code of Economic Law (CEL). The concept “consumer” is as defined in article I.1.2° CEL.

1.6. Établissements Guilmin retain the copyright, trademarks, design rights and all other intellectual property rights in the Products, and you agree that these rights may not be used in any way without our prior written consent. The Agreement you enter into with Établissements Guilmin does not in any way imply that we transfer our intellectual property rights to you.

2. Offer and Order

2.1. Unless otherwise explicitly stated in writing, our prices quoted in EUR and include VAT but exclude delivery charges.

The prices displayed are subject to changes, notably in the event of an increase in raw material costs. As a result, the customer cannot under any circumstance rely on potential more advantageous prices applied to previous orders.

The prices in effect at the time of the order are communicated to the customer before said order becomes definite and binding in accordance with article 2.4.

2.2. The catalogues and other commercial or technical documents cannot be considered as constituting a definitive offer and are purely indicative. The offers from the vendor are without commitment and only bind the vendor after receiving their written confirmation.

The vendor reserves the right to rectify, at any time, potential material errors in their offers. Vendors cannot accept responsibility for calculation or evaluation errors if the information on which these offers are based were provided by the customer or a third party at the customer’s request.

2.3. Images of the Products on the Website are provided for illustrative purposes only and have no contractual value. As the actual shade depends on several factors (surface, application conditions, etc.), the match between colours displayed on screen (in particular depending on screen resolution) or in catalogues and the actual colours of the Products cannot be guaranteed.

It is recommended to use a colour tester (physical samples or liquid samples) on the surface to be painted before starting your decoration.

The packaging of the Products may differ from that shown in the images on the Website.

All Products on our Website are subject to availability. We will inform you by email as soon as possible if the ordered Products are not available and we are unable to process the Order.

2.4. An order commits the customer and becomes binding for the vendor following their own or their representative’s written confirmation.

Except in the event of contrary imperative legal provisions, the customer can only cancel an order without additional costs if the cancellation request is received by email or by registered letter within the five (5) working days following the order confirmation from the vendor. If the cancellation request is made outside of the permitted time, a cancellation penalty equivalent to 50% of the price excluding VAT of the cancelled order is to be paid by the customer.

What precedes applies without prejudice to the right of withdrawal of the consumer customer referred to in article 2.5 of the present terms.

2.5. In the event of the contract being concluded remotely within the meaning of article I.8.15° CEL, or the contract being concluded outside of the vendor’s place of

business within the meaning of article I.8.31° CEL, the consumer customer has the right, within the limits set out in the CEL, to withdraw from such a contract without having to justify the reason within fourteen (14) calendar days. This time limit starts on the day on which the consumer customer or a third party appointed by them, other than the carrier, takes physical possession of the ordered products.

For the exercise of the right of withdrawal, the customer must notify their decision unambiguously by sending the completed form available from us upon request. This form must be sent by registered letter by post to the following address: Rue de la Plaine 5 in 6900 Marche-en-Famenne. In order for the exercise of the right of withdrawal to be valid, the customer must send this form before the legal deadline.

In the event of valid withdrawal, the vendor will reimburse, without delay, no later than fourteen (14) calendar days following the one on which they were notified of the customer’s decision to withdraw. The vendor will reimburse, at no expense, the payments received from the customer, using the same payment method as the one used during the initial transaction by the customer. The vendor is legally authorized to withhold the reimbursement until the goods have been returned to them or until the customer brings firm evidence that the goods have been shipped to the vendor.

The customer is required to send back or return the products without undue delay, and in any case, within fourteen (14) calendar days following the one on which they informed the vendor of their decision to withdraw. The time frame is respected if the customer ships the products before the expiration of the deadline. The return costs of these products are payable by the customer only. The products must be returned in perfect condition and in their original packaging.

In any case, this right of withdrawal is not applicable in the cases referred to in articles VI.53. and VI.73 CEL. In any case, the paints, lacquers, sealants, varnishes, glues and floor coverings sold by Établissements Guilmin cannot be subject to the right of withdrawal because these products are among the exclusions referred to in article VI.53, 3°, 4°, 5° and 6° CEL and VI.73, 3°, 4°, 5° and 6° CEL.

2.6. In the event of force majeure, the vendor has the right to cancel the order, to temporarily suspend its execution until the force majeure has ceased, or permanently terminate the sale. No compensation can be claimed by the customer in such a case.

Are notably considered as events of force majeure: accidents, pandemics, strikes, lock-outs, embargoes, wars, terrorist attacks or consequences of attacks, insufficiency of raw materials, rejects, issues with manufacturing, changes in the formulation of products by the manufacturer and more generally any event of a similar nature that affects the vendor or their suppliers and that delays or renders impossible the fulfillment of their respective obligations. This list is not exhaustive.

3. Retention of title clause

3.1. The vendor retains the right of ownership on the products sold until full payment of the price and its accessories (potential fees, interest and fines). As a result, the customer is explicitly forbidden to sell, assign, pledge and in general dispose of the goods covered by the contract, before the clearance of their account.

3.2. The vendor can make use of the present retention of title clause fifteen (15) calendar days after sending a formal notice to pay, by registered letter, addressed to the customer and which has had no effect. The products must then be immediately returned to the vendor and upon simple request. If they are not returned, the vendor may systematically proceed, without prior formal notice, in taking back the products at the customer’s sole expense.

3.3. In the event of resale, the vendor retains the possibility of claiming the price of goods resold to a sub-buyer. The retention of title is then deferred to the resale price.

3.4. In the event of late payment, the vendor reserves the right to suspend the services that arise from the present contract or from contracts that precede or follow, and to resume them, unless otherwise stated, once full payment is received.

3.5. The customer will be held solely responsible for the loss, even in unforeseeable circumstances or in cases of force majeure, of the products sold.

4. Timeframe

4.1. The timeframes are given as a guide; no compensation can be claimed for late deliveries, unless this delay is attributable to Établissements Guilmin and results in the goods being delivered more than forty-five (45) working days after the order date.

4.2. The delivery timeframes are suspended automatically if the customer does not comply with the payment conditions, or if there is a delay in the information to be provided by them; the same shall apply in all cases of force majeure referred to in article 2.6.

5. Receipt – Delivery – Transport

5.1. The customer requesting a delivery of goods must provide a delivery address and be available to receive the delivery of these goods within thirty (30) calendar days from their availability.

If, however, the customer is collecting the goods themselves, they must do so within eight (8) calendar days of their availability at the vendor’s warehouses. Any delay in collecting the goods within this timeframe will result in storage costs amounting to €75 per day of delay, and this without prior formal notice.

5.2. Unless otherwise expressly stated by us, the products are considered received and approved when leaving our warehouses; unless expressly requested by the customer to carry out a check at their locations, the shipping will occur with the assumption that the state of the products are considered as approved by the customer.

5.3. The products are delivered to the FCA customer, at the vendor’s warehouse (Intercoms 2020).

5.4. The transfer of risks regarding the products to the customer occurs as soon as the products are collected from the vendor’s warehouse, either by the customer or by the carrier chosen by the customer or the vendor.

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Notwithstanding what precedes, if the customer is a consumer, the transfer of risks linked to the products is made when the customer or a third party appointed by them, other than the carrier, takes physical possession of the products, even if the customer delays in acknowledging their receipt.

5.5. Unless specifically instructed by the customer, when transport is being carried out by us or an intermediary, it will be done to the best of our or their ability but without guaranteeing the choice of cheapest route. The vendor will ensure that the products are packaged appropriately for the type of product and transportation used.

5.6. Complaints related to transport must be communicated directly by the customer to the carrier, even if the latter was chosen by the vendor, the vendor's obligations being limited to handing over their rights to the carrier. The customer must therefore check the condition of the packages and shipping of products upon arrival in order to be able to exercise in due course any remedies against the carrier, if applicable. What precedes is without prejudice to the right of withdrawal referred to in article 2.5. and the legal guarantee referred to in article 8.6. that the consumer customers benefit from.

5.7. Unless otherwise provided for by law, any disputes related to the products and their compliant delivery must be made by registered letter within five (5) working days following the delivery or installation date. No return of products is granted without prior written consent from the vendor. The foregoing shall be without prejudice to the withdrawal right referred to in article 2.5. and to the legal guarantee referred to in article 8.6. that the consumer customers benefit from.

6. Payments

6.1. All our invoices are due for payment within thirty (30) calendar days of their issue date.

If invoices remain unpaid upon their respective due dates, interest shall be legally due from the day following their respective due date at a rate of 12% per annum, without requiring prior formal notice, by way of derogation from article 5.231 of the Belgian Civil Code.

6.2. Our representatives and agents do not have the right to collect the invoice amount, except by written agreement from the vendor.

6.3. Pursuant to article 5.83 of the Belgian Civil Code, if an invoice remains unpaid upon its due date, damages for the delay are set by mutual agreement at a rate of 10% of the unpaid amount with a minimum of €25 as a penalty clause.

6.4. The fees incurred for the formal notice by registered letter and legal and bailiff fees shall be borne by the customer.

6.5. Any challenge related to an invoice must be made by registered letter within eight (8) calendar days from when the invoice was sent.

7. Return and recovery of goods

7.1 The full version of Établissements Guilmin's returns policy is available directly on the website under the relevant tab or upon request.

7.2 This only applies to products of the Établissements Guilmin brands that are undyed and in good condition (intact, unopened jar, and unhandled, undiluted product, etc.), purchased directly from the company Établissements Guilmin SRL and still sealed in their original packaging.

Because they come from custom or special orders that do not allow them to be put back on the market, products dyed or made-to-order at the request of the consumer and products at the end of the series/batch, are expressly excluded from the returns policy.

7.3 If the products prove to be eligible for a return, a degressive refund depending on the age of the product will take place:

- 90% refunded for age between 0 and 6 months.
- 75% refunded for age between 7 and 12 months.
- 50% refunded for age between 13 and 23 months.
- 0% refunded for age beyond 2 years.

The refund will be made within 30 days after the validation of the return and may take the form of a credit to be used for future purchases from the brand on Établissements Guilmin.

7.4 The terms and shipping costs are the full responsibility of the customer.

8. Liability and Guarantee

8.1. The vendor draws the attention of the customer to the dangerous nature of chemical products which should be used with care and according to their intended purpose.

8.2. The vendor's liability is limited exclusively to the quality of sold products. If this quality turns out to be defective or non-compliant, the vendor's liability will not extend beyond the quantitative reimbursement of the defective or non-compliant products.

In any case, without prejudice to other limitations provided for in the present general terms and conditions and potential contrary imperative legal provisions, the vendor's liability is exclusively limited to direct damages. Loss of opportunity, shortfalls, commercial loss and the visual aspects of products are all notably not considered as direct damages.

The vendor's liability shall not be enforced if the sold products are used as components of a product belonging to a third party, or if the desired effect when applying the product does not have the expected efficiency, even though the product is compliant with manufacturing processes and standards.

Regarding the shades of paints, lacquers, varnishes, glues, sealants and floor coverings sold by Établissements Guilmin, the exact reproduction, in these products, of shades presented on samples, on colour charts or on any other promotional material such as the website is not guaranteed, because the visual appearance of the products once applied by the customer can vary according to several factors which are beyond the

vendor's control. As an example, and non-exhaustively, the shade of products is liable to change according to the type of substrate, the brightness, the gloss level of the applied product and the way the customer stores and applies the products.

The vendor shall under no circumstances be held responsible for indirect damage or damage following any handling, use and/or conservation of the products which is non-compliant with recommended use and conservation specified on the labels and technical datasheets of the sold products. In this respect, the customer is responsible for keeping the products in proper conservation conditions and managing the stock in good faith as well as in a diligent and appropriate way. The vendor may not, under any circumstances, be held responsible for the customer's inappropriate storage of the products or poor stock management.

The vendor is never responsible for damages resulting from wear and tear, improper or abusive use, defects and faulty installation by the customer or third parties, mishandling or careless handling, an overload, unsuitable equipment and chemical, electronic or electric impacts.

8.3. All advice given to the customer by the vendor is merely indicative and may not in any way result in liability on the part of the vendor. Such advice does not release the customer from the obligation of using and preserving the products correctly and according to the accepted practice. Quantitative information (spreading rate per m²) is provided for information purposes only and does not commit the vendor in any way.

8.4. The vendor's liability is in all cases limited to the invoice amount, without excluding the possibility of taking legal action to pursue the repair of the loss suffered, the amount of which is superior to the amount of the relevant invoice.

8.5. The vendor is not responsible for the customer's use of machines, commercial displays or any other material that he possesses from a third-party provider to use, in any manner, or sell the products acquired from the vendor. The vendor is indeed able to provide, at a cost or free of charge depending on the case, machines and commercial displays adapted to the products as part of a distinct contract. The commercial displays and embellishments remain the property of the vendor and must be returned to them at the end of the contractual relationship. The customer has an obligation to responsibly maintain the material at their disposal.

8.6. The vendor does not provide peaceful possession guarantee within the meaning of article 1626 of the Belgian Civil Code, except with regard to the peaceful possession that would result in an act directly attributable to the vendor.

Unless there is specific prior written consent, the vendor does not provide any commercial guarantee.

For consumer customers, the compliant legal delivery guarantee of a duration of two (2) years referred to in articles 1649bis to 1649 of the Belgian Civil Code is to be applied. This guarantee is limited for a duration of one (1) year if the sold products are second-hand. The legal guarantee period starts from the date on which the products were delivered.

For consumer customers, the guarantee of hidden defects referred to in articles 1641 and according to the Belgian Civil Code is to be applied. For professional customers, this guarantee of hidden defects does not apply, unless the vendor was aware of the defect when the order was delivered or if they commit fraud or gross misconduct. The claims that are founded on this guarantee of hidden defects will only be taken into consideration if they were disclosed to the vendor by registered letter within the two (2) months of discovering the defect.

8.7. Any claim for collateral purposes must be unambiguous, duly reasoned and carried out via registered letter sent out by post within the required time frame, to the following address: Rue de la Plaine 5 in 6900 Marche-en-Famenne.

8.8. The company undertakes to ensure that data transferred during payment transactions (such as your credit or debit card details) are highly secure, in particular through the use of a secure network communication protocol and encrypted connection. This protocol provides a reasonable assurance that you are communicating with our Website and that the content of communications between you and our Website cannot be read or altered by a third party. In any event, the company shall not be held liable for any fraudulent use of data collected from the company's Website where such use has been made possible or facilitated by the user's own negligence.

9. Jurisdiction clause and applicable law

9.1. The present general terms and conditions, as well as the contractual relationships between the parties, are solely governed by Belgian law. The parties expressly agree to disapply the Vienna Convention on the international sale of goods.

9.2. Any dispute regarding the opposability, execution, and interpretation of the present general terms and conditions of sale, as well as all conventions they apply to, which could not be solved amicably, is subject to the exclusive jurisdiction of the judicial district of Namur (Belgium).

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