RTRDC SC / CV GENERAL TERMS AND CONDITIONS OF SALE

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ARTICLE 1 - PURPOSE AND SCOPE OF THESE GENERAL TERMS AND CONDITIONS

1.0 Definitions

Client or You: refers to any natural or legal person purchasing one or more products or services from RotorDC. The term Client includes both masculine and feminine forms.

Client Account: refers to the personal space created by the Client on the Website or in-store for placing orders or accessing certain services.

General Terms and Conditions: refers to these general terms and conditions of sale applicable to any order placed with RotorDC.

Special Terms and Conditions: refers to any specific conditions agreed between RotorDC and the Client, notably included in quotes, order forms, or invoices.

Payment Confirmation: refers to the document or email issued by RotorDC confirming receipt of payment and the details of the order. Issued in case of online purchases.

Sales Contract: refers to the sales agreement concluded between RotorDC and the Client, governed by the General Terms and Conditions and, where applicable, by Special Terms and Conditions.

Product Description: refers to the descriptive sheet accompanying each product on the Website or in-store, forming an integral part of the Sales Contract.

Personal Identifiers: refers to all login information (username, password) allowing access to the Client Account.

Order Pickup Notification: refers to the electronic communication sent by RotorDC to the Client informing them that their order is ready for collection.

Rotor Deconstruction, RotorDC, or We: refers to RTRDC SC, BCE number 0667.959.519, located at 3 Avenue de Bâle, 1140 Evere, Belgium.

Website: refers to the website operated by RotorDC, accessible at http://rotordc.com.

1.1. General

These General Terms and Conditions apply to contractual relations entered into with RotorDC, either at RotorDC's physical premises or via the Website http://rotordc.com

They are supplemented by a Privacy Policy, also available on the Website: https://rotordc.com/legal/privacy-policy

By contracting with RotorDC, whether through acceptance of our offers in-store or online, or by placing an order, the Client formally accepts these General Terms and Conditions, excluding the application of any of the Client's own terms unless explicitly agreed in writing. The Client therefore undertakes not to invoke their own terms and conditions of sale or purchase.

Inaccuracies in inventory may occur after an order is placed; the Client will be informed immediately, and the order will then be cancelled. These General Terms and Conditions apply to the sale of products and related services. Any violation or breach of these Terms may result in immediate termination of sales and associated services provided by RotorDC.

The headings used in this agreement are included solely for convenience and do not limit or affect these General Terms and Conditions in any way.

The Client declares being at least 18 years old and legally capable of placing an order. The Client is financially responsible for all orders placed on their own behalf or on behalf of third parties, including minors.

No deviation from these General Terms is valid unless expressly agreed in writing by RotorDC and the Client.

1.2. Relationship Between General Terms, Product Descriptions, and Special Terms

The specifications of certain products must also be taken into account (hereinafter referred to as 'Product Description'). These are provided on our Website or verbally at the time of purchase in store. They take precedence over the General Terms and Conditions. (see Article 2.2).

Specific Terms and Conditions of Sale (hereinafter referred to as 'Special Terms and Conditions') may be agreed upon in contractual documents such as purchase orders, invoices or quotations. In such cases, if any rules contained in the Special Conditions contravene these General Conditions or the Product Descriptions, the rules of the Special Conditions shall prevail in the contractual relationship between RotorDC and the Customer.

1.3. Consultation, Validity, and Duration of General Terms

Our General Terms and Privacy Policy can be consulted on our Website. Any purchaser may also obtain a complete copy of these General Terms upon request.

The General Terms on the Website take effect from the date they are posted online and remain applicable for the duration of the Website's use. RotorDC reserves the right to adapt and modify the General Terms and Privacy Policy.

The terms applicable to an order will be those in effect at the time the order is placed.

1.4. Client Obligations Regarding Our Website

The Website is accessible to anyone with Internet access.

RotorDC reserves the right to refuse access, in whole or in part, to any Client who does not comply with these General Terms, without prior notice.

The Client undertakes to use the Website in compliance with these Terms and applicable law. In particular, they agree not to interfere with or disrupt the Website's operation, not to harm any part of it, or to access it fraudulently. Transmission of viruses or destructive code is prohibited.

The Client must maintain the confidentiality of their Personal Identifiers and ensure they are not disclosed to third parties. The Client is responsible for all acts carried out via their Account. In the event of any breach of security regarding Personal Identifiers (disclosure, theft, or unauthorised use), the Client must immediately notify RotorDC via email at sales@rotordc.com

ARTICLE 2 - PRODUCTS AND TECHNICAL SPECIFICATIONS

2.1. Nature of Products

RotorDC primarily sells second-hand products, dismantled from construction sites, excess stock, or acquired from company bankruptcies. Unless explicitly stated otherwise in the Product Description (see Article 2.2), the Client should assume the materials are reusable.

Products offered by RotorDC are either its full property or sold on behalf of third parties under a consignment sale arrangement. In both cases, RotorDC declares that it is fully entitled to offer these products for sale and is the sole point of contact for completing their purchase.

The list of products available for sale in-store and on the Website may be amended at any time by RotorDC.

2.2. Product Description

Each product on the Website and most in-store products have a descriptive sheet detailing information about the product. This sheet provides non-exhaustive information. The Client may request further information or inspect the product in person. Product Descriptions are available on request in-store, except for products in the "Miscellaneous" category (see Article 2.3).

The Product Description forms an integral part of the Sales Contract. For example, if a product is described as 'scratched', scratches present on the product cannot justify a complaint. Generally, the product must conform to its Description, not to other standards or assumptions.

Unless stated otherwise in the Product Description, the following shall not be considered defects:

Minor colour variations

- Dirt that can be removed with soap and water or other household cleaners
- Wear and ageing consistent with the object's age (small chips, pitting chrome, worn marble, etc.)
- Small stickers or inventory markings
- Misattribution to a designer, architect, or manufacturer
- Approximate dimensions and weight

RotorDC reserves the right to modify Website content at any time. The Product Description at the time of sale applies.

2.3. "Miscellaneous" Products

Some products in RotorDC's store are not visible on the Website and have no technical description. They are labelled "Miscellaneous" or sold in bulk. These products are non-returnable and sold without warranty to professional Clients. For consumer sales, a one-year warranty applies against hidden defects. As far as permitted by law, goods are sold as-is, and RotorDC is not responsible for any apparent defects present at the time of purchase. The warranty requires presentation of proof of purchase.

2.4. Stock

Some products must be pre-ordered, are not immediately available, or are subject to Special Terms, as indicated in the Product Description.

Products are sold subject to availability. Stock levels on the Website are automatically updated based on sales. Human error, theft, or accidents may cause discrepancies. If a product is unavailable, RotorDC will inform the Client promptly, provide an alternative, or refund the order (see Article 3.5).

ARTICLE 3 – CLIENT ACCOUNT AND ORDERS

3.1. Client Account Creation and Guarantees

Before placing an order via our Website, every Customer must create a Customer Account. In-store, the creation of a Customer Account will be offered for any purchase but remains optional if the order is collected immediately.

The Customer Account is strictly required to exercise any right of return or refund, or for any other request related to a transaction. As we sell second-hand products, without a Customer Account it is impossible for RotorDC to verify if and when a product was purchased. The Customer Account is also necessary for any order requiring storage at RotorDC. RotorDC must be able to identify the order and contact the Customer.

To complete registration, it is necessary to choose personal login credentials, namely a username (email address) and a password. Creating a Customer Account also requires providing first and last names, title, address, telephone number, and, if applicable, the name of the purchasing company.

The Customer is obliged to provide accurate, complete, and up-to-date information and undertakes to notify RotorDC of any changes to this information whenever necessary.

3.2. Price Offers

In our store and on our Website, the prices shown include VAT. The prices indicated on our sales documents (pro forma invoices and invoices) are expressed in euros excluding VAT, with the applicable VAT clearly specified.

The displayed prices do not include shipping or storage costs, which are the responsibility of the Customer and must be calculated according to their specific requirements (see Article 4).

As we deal with second-hand products, our offers are always subject to stock availability. Therefore, unless otherwise stated in Specific Terms, our offers are non-binding with respect to the price or availability of products and are provided strictly for informational purposes.

3.3. Order Placement

When placing an order online, before finalising the purchase, a summary screen appears showing all the details of the selected products. This allows the Customer to check their order and correct any errors. The order cannot be modified once payment has been confirmed.

When ordering in-store, if the product cannot be collected immediately, an order will be created by RotorDC for the Customer. The following paragraphs also apply to this type of order.

3.4. Invoicing

Purchase invoices are issued upon request at the time of payment. Intra-community VAT will only be applied if all conditions are met by the Customer (in particular, the VAT number must be recognised as valid by the competent authorities, and the Customer must provide valid and acceptable proof of export).

In cases where billing information is incorrect and needs to be amended, an administrative fee of €12 excl. VAT will be charged.

Any changes to invoices must be requested within seven (7) accounting days of the sale.

3.5. Payment and Order Confirmation

3.5.1. General Payment Terms

For orders placed via the RotorDC website, RotorDC does not accept any reservation or order without full prior payment. In the case of a personalised offer issued to the Customer, the final invoice will be sent once full payment has been received.

For professional customers holding a valid VAT number, RotorDC may, subject to prior approval, grant payment facilities.

For orders exceeding €2,000, payment in two instalments may be offered:

- A deposit of 50% must be paid within seven (7) working days following order confirmation;
- The balance must be paid in full before collection of the products. In the case of a specific service (preparation, storage), this period may be extended by mutual agreement between the parties.

Under penalty of forfeiture, any dispute regarding an invoice must be submitted within eight (8) days by registered letter, from the date of receipt of the invoice. The claim must always specify the date and number of the disputed invoice.

The payment term applicable is indicated on the invoice.

In the event of late payment by a <u>consumer Customer</u>, after a period of fourteen (14) days following the sending of a formal notice, late payment interest may be applied at the statutory rate in force in Belgium, together with the following compensation:

- €20 if the remaining amount due is €150 or less;
- €30 plus 10% of the amount due on the portion between €150.01 and €500 if the remaining amount due is between €150.01 and €500;
- €65 plus 5% of the amount due on the portion exceeding €500, up to a maximum of €2,000 if the remaining amount due exceeds €500.

In the event of late payment by a <u>professional Customer</u>, late payment interest may be applied at the statutory rate applicable in commercial transactions, together with a €40 compensation.

After a formal notice remains without effect for more than fifteen (15) days, RotorDC reserves the right to suspend ongoing deliveries, terminate the order, and retain all costs related to order management, storage, and immobilisation of stock.

3.5.2. Payment by Eco-Cheque

Payment by Eco-Cheque is accepted only for eligible products.

3.5.3. Reservation, Validation, and Order Confirmation

For orders placed via the RotorDC website, the order will only be processed by RotorDC once full payment (including VAT) has been received. Acceptance of these General Terms and Conditions will be required prior to placing the order. Products are not reserved before payment is received; the Customer is therefore aware that any delay in payment may result in the cancellation of the order if the product is no longer in stock or its price has changed.

Upon receipt of payment for the order, RotorDC sends the Customer:

- In the case of payment via the RotorDC website: a Payment Confirmation
- In the case of a bank transfer following the issuance of a personalised offer to the Customer: an invoice

These documents include the details of the order and the total price paid, including VAT. The products are then removed from sale. The order is then physically prepared, and the Customer receives an Order Collection Notification.

If one or more products are unavailable, the Customer will be informed. The Customer may then choose to exchange the unavailable products for products of equivalent price, or partially or fully cancel the order. The final amount paid will be adjusted accordingly.

If a personalised offer relating to a service (delivery, storage) accompanies the order, RotorDC will send a supplementary offer to the Customer within one week. Upon receipt of this offer, the Customer will have ten (10) working days to either confirm it by payment under the terms previously described, decline it and arrange the service themselves, or request cancellation of the original order. After this period, the offer will be considered declined, and standard collection conditions will apply.

3.6. Order Collection

Collection of orders on site is free of charge and must take place within two weeks following the order collection notification, confirming that the order is ready.

The Customer, or their appointed agent, must attend RotorDC during opening hours with the vehicle, appropriate protective equipment, and sufficient manpower for handling the products to be collected. They must be able to identify themselves and know the order number and/or the email address used to place the order.

RotorDC undertakes to provide, in advance and upon request, all information necessary to prepare the transport.

The products remain the property of the store until full payment has been made. The products are then made available to the Customer.

Risks transfer at the time the order is collected by the Customer, when RotorDC hands the products directly to the Customer at the counter or (for bulky orders) at the loading areas of our warehouse. The Customer must ensure the conformity of the order before loading it.

3.7. Order Compliance

The Customer is required to check the conformity of their order upon receipt. In case of non-conformity (error, defect, missing product, etc.), the Customer must inform RotorDC in writing as soon as possible, and no later than forty-eight (48) hours after delivery. The notification must be sent by email to the following address: customerservice@rotordc.com. The Customer must provide all relevant information and documentation to support their claim (references, photos, order number, etc.). No claims will be accepted after installation or modification of the materials.

ARTICLE 4 - RELATED SERVICES: ONSITE COLLECTION, STORAGE, CUSTOM SERVICES

4.1. Loading Assistance

To facilitate collection, RotorDC may assist with loading the product into the Customer's vehicle. This assistance can be manual or mechanical (pallet truck or forklift) and is chargeable: €10 including VAT per started 15-minute period per person, beyond the first 15 minutes of loading.

The request must come from the Customer and be accepted by RotorDC. RotorDC undertakes to act with due care but cannot under any circumstances be held liable for any damage caused to the product or the Customer's vehicle during loading.

4.2. Storage

Products are stored by RotorDC free of charge for a period of fourteen (14) calendar days from the Order Collection Notification. Beyond this period, RotorDC offers a storage service, the terms of which depend on the volume and packaging of the products.

If no explicit request for a storage offer is made at the time of booking or within fourteen (14) working days following the Order Collection Notification, standard storage fees will automatically apply from the fifteenth (15th) day, as follows:

- €4 including VAT per started calendar week for any order with a volume of 1 m³ or less;
- A proportional increase based on total volume will apply for orders exceeding 1 m³ (e.g., €8 for 2 m³, etc.).

The Customer is responsible for verifying the conformity of their order before the end of the free collection period (14 days). After this period, no claims regarding stored products will be accepted.

Storage is provided by RotorDC with due care, without any obligation for special supervision..

4.3. Abandoned order

In the event that the goods are not collected within the agreed timeframe, RotorDC reserves the right to cancel the order and retain all costs related to order management, storage, and stock immobilisation:

- Storage fees
- A fixed compensation for order preparation, proper monitoring, and stock immobilisation

Any remaining balance will be refunded to the Customer within thirty (30) days

4.4. Delivery

Upon request, RotorDC can provide an additional, personalised quotation for the delivery of goods. RotorDC may carry out these transports using its own vehicles or through the engagement of third-party providers. Deliveries are made only on working days.

The Customer agrees to provide accurate and precise delivery information and to be ready to receive the goods according to the instructions provided by the carrier and/or RotorDC.

For orders placed online at www.rotordc.com for standard products and destinations, our Site automatically provides quotations that can be paid directly with the purchase. RotorDC makes every effort to ensure that these quotations are accurate and final. In the event of errors, RotorDC may contact the Customer during order preparation to inform them and either refund or invoice the difference.

If the delivery quotation is acceptable to the Customer, they have seven (7) days to confirm it by making payment.

If the quotation is not acceptable, the Customer may arrange their own collection or request the cancellation of their order without administrative fees, in accordance with the right of withdrawal outlined in Article 9.1.

- Delivery of small items (<30kg): postal service or courier

Once the products and delivery have been paid for, the order is prepared for shipment. The Customer is informed by RotorDC that the order is ready for collection and receives an email allowing them to track the order.

Delivery of large items, pallets, or racks

Once the products and delivery have been paid for, the order is prepared for shipment. The Customer is informed that the order is ready for collection and arranges a delivery date with RotorDC according to their preferences and the carrier's availability.

The Customer must ensure that the road infrastructure leading to the delivery location allows the truck to access the site (bridge clearance, road strength, etc.). The truck must be able to access and manoeuvre easily in front of the delivery location. The Customer must keep the necessary parking space available for safe and efficient unloading and provide their own solution to move the Products to their final destination.

If the actual configuration of the delivery site physically prevents the truck from accessing or unloading the product(s), RotorDC reserves the right to cancel the delivery and refund the order, minus the delivery and return costs.

RotorDC cannot be held responsible for any damage incurred during delivery. In the event of transport-related damage, the Customer agrees to provide all necessary information to open a complaint file on the same day, including photos of the packaging and product.

If the Customer fails to collect the order and it is returned to the sender, the order will be cancelled. Shipping costs and an administrative compensation of 10% will be deducted from the refund.

All deliveries are by default made to the foot of the truck (pavement in the case of an apartment building, property boundary in the case of a private house). Delivery does not include installation, assembly, or commissioning of the purchased products.

Unnecessary travel costs and waiting times exceeding 15 minutes will be charged to the Customer.

Organisation or cancellation of a delivery cannot be made less than one week before the scheduled date without charge. Any additional costs requested by the provider will be payable by the Customer.

In the event that delivery is impossible due to a force majeure, the Customer will receive an email offering either cancellation or rescheduling of the delivery at no extra cost.

RotorDC may refuse to organise a delivery if its contents are too fragile or bulky, or if the delivery cost exceeds 50% of the product price. Deliveries to private customers are limited to the Benelux, France, and Germany. Professional customers must provide a valid intra-community VAT number for any delivery within the Schengen area. If the delivery request does not meet these conditions, RotorDC will not issue a quotation and will inform the Customer.

4.5. Deposit for packaging materials

Depending on the products and their packaging, RotorDC may allow the products to be taken with the materials on which they are packed (boxes, pallets, risers, racks), subject to an exchange for strictly equivalent materials (in terms of dimensions, standards, and condition), or the payment of a deposit. These deposits will be specified in the delivery quote or at the time of collection. They must be paid before the products are collected.

The deposit will be refunded when the packaging materials are returned within one year, provided they are in good condition. The refund will be made to the account corresponding to the original method of payment (online) or via bank transfer.

4.6. "Custom" offers

When ordering services, customised items, or made-to-measure products, RotorDC prepares the offer based on the measurements provided by the buyer, who assumes full responsibility for their accuracy. The buyer is responsible for verifying that these measurements are correctly recorded on the order form.

All studies, plans, documents, sketches, drawings, samples, and projects remain our property and are protected by intellectual property rights. If these are handed over to the Client, they must not be diverted, copied, commercialised, published, distributed, displayed, used, or otherwise exploited by either the Client or any third party. The Client is responsible for any breach of this clause, and we reserve the right to claim compensation for any resulting damage. Such compensation is fixed at 10% of the contract value, without prejudice to our right to claim greater damages if proven.

4.7. Services on third-party materials (Customers)

RotorDC also offers specific services applied to materials owned by the Client, which have not been purchased from RotorDC. These services include, without limitation:

• Reconditioning or cleaning of materials (e.g., removal of mortar from tiles);

- Temporary storage of materials in our warehouses;
- Testing or dismantling simulations carried out on-site (in buildings or on elements not belonging to us).

These services are subject to the preparation of an offer or quote based on information provided by the Client, including the volumes, nature, and condition of the entrusted materials. The Client is solely responsible for the accuracy and completeness of the information provided.

A non-refundable deposit is required before the commencement of the service. It covers initial costs related to the mobilisation of teams, logistical organisation, and the effective start of operations, including in cases of errors in the estimated volumes.

The balance will be adjusted according to the actual quantities and conditions observed during the receipt, processing, or dismantling of the materials. RotorDC will communicate the necessary adjustments to the Client prior to the final invoicing.

No return or collection of materials may take place before full payment of the amounts due for the service provided.

The Client acknowledges that the entrusted materials may be fragile, prone to deterioration, or at risk of breakage. RotorDC undertakes to handle them with care and in accordance with professional standards, but declines any liability in the event of deterioration, loss, or alteration of the materials, except in cases of gross negligence or proven intentional fault.

The storage of third-party materials is carried out with reasonable care but without any specific guarantee of preservation or insurance. It is the Client's responsibility, if desired, to take out supplementary insurance covering their materials for the duration of their handling or storage by RotorDC.

ARTICLE 5 - OTHER LIABILITIES

RotorDC shall not be liable for any loss of profits, damages arising from loss in the broadest sense, and/or any other indirect damages.

To the extent that RotorDC cannot, under a legal provision, fully disclaim its liability, such liability shall in all cases be limited to damage directly resulting from the defect and, consequently, foreseeable at the time of entering into the contract. In any event, it shall be capped at a maximum amount corresponding to 15% of the Contract value.

RotorDC shall in no circumstances be held liable for damages not inherent to the product and/or non-design defects resulting from an external cause entirely unrelated to RotorDC, whether or not the Client is at fault.

If, despite the absence of inherent defects in the product and of damages resulting from an external cause, RotorDC's liability for proven damages suffered by the Client is established, the liability limitations set out above shall apply.

The Client is responsible for the correct use and maintenance of the product, in accordance with the instructions and recommendations of the supplier or manufacturer, and for compliance with applicable regulations, including safety regulations.

Technical advice and other information provided by RotorDC staff in-store or by email is for informational purposes only and must be verified by the Client with competent installers or a technical reference centre.

ARTICLE 6 - WARRANTIES

In sales to professional clients, RotorDC products are not covered by warranties, unless otherwise agreed in Specific Terms and Conditions or explicitly stated in the Product Description. The indication that a product has been tested and is functional cannot be interpreted as a promise of a warranty. Only statements such as 'Operation guaranteed for ...' will be considered.

For lighting fixtures, a one-year warranty (from the date of order) is implicitly agreed, unless the Product Description specifies otherwise.

In sales to consumers, a one-year warranty is agreed against hidden defects. To the fullest extent permitted by law, the goods are sold as seen, and RotorDC is not responsible for any apparent defects present at the time of purchase. The exercise of the warranty requires the Client to provide proof of purchase. No refund or replacement will be made without presentation of the proof of purchase.

The warranty is in any case excluded in the following situations: if the defects result from poor maintenance or damage caused by abnormal or non-compliant use of the product in relation to its specifications.

ARTICLE 7 - PRIVACY AND PERSONAL DATA

As part of our commercial relationship, we collect and process personal data concerning you. This personal data includes all information that allows us to identify you as an individual, such as your name, email address, or telephone contact details. We are committed to protecting your privacy.

If you wish to obtain more information on this subject, please consult our Privacy Policy on our Website. There you will find:

- The types of personal data we hold;
- How we collect it;
- When and why we use it.

ARTICLE 8 – USE OF THE WEBSITE

The use of our Website is reserved, except under a specific and express agreement or licence granted by RotorDC for strictly personal use.

RotorDC retains full, complete, and exclusive ownership of all data transmitted under these General Terms and Conditions, in accordance with applicable laws protecting copyright and related rights, trademark and patent rights, as well as all trademarks, texts, comments, works, illustrations, and images, whether visual or audio, reproduced on our Website.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any part of the service, the use of the service, access to the service, or any contact on our Website through which the service is provided, without our express written authorisation.

Any reproduction or representation, in whole or in part, constitutes an infringement and may incur civil and criminal liability for its author.

Our Website contains links to third-party websites. We do not verify these third-party sites and services and are not responsible for such sites, services, or their intellectual property practices.

ARTICLE 9 - COMPLAINTS, RETURNS, RIGHT OF WITHDRAWAL, REFUNDS, GOVERNING LAW

9.1. Right of withdrawal

The consumer Client has the right to cancel their purchase made online via our Website, without providing a reason and without paying any additional fees, within fourteen calendar days from the day following delivery. During this fourteen-day period, the Client must inform RotorDC of their intention to withdraw, providing proof of purchase, stating the order number, and specifying the product they wish to return.

The right of withdrawal does not apply if the returned product is incomplete, damaged, used, or soiled.

RotorDC will facilitate the return of the product on a mutually agreed date. RotorDC will fully refund the cost of the product provided it is complete, in perfect condition, and in its original packaging. Shipping costs (both ways) will not be refunded. Once the item is in RotorDC's possession, the refund will be made either by voucher or by bank transfer.

9.2. Exceptions to the right of withdrawal

The right of withdrawal does not apply to returns requested more than fourteen days after purchase, nor in the following cases: services already performed, custom-made products, in-store purchases, or orders of a professional nature. In these situations, RotorDC reserves the right to accept or refuse the return and to offer, or not, a goodwill gesture, depending on the condition of the products and the elapsed time. Where applicable, such a goodwill gesture will take the form of a voucher, the value of which shall not exceed 70% of the original purchase price of the goods.

9.3. Refund procedures

Requests for returns and complaints must be submitted by sending an email to the following address: customerservices@rotordc.com.

Any return or collection can only take place with prior approval from RotorDC by email and must be carried out within fourteen (14) calendar days from the date of RotorDC's approval, otherwise it may be refused. Products must be returned in their original packaging and in perfect condition.

Unless stated otherwise, refunds will be issued no later than thirty (30) days from the date the products are deposited in the store.

RotorDC reserves the right to cancel orders, without compensation, if a force majeure event prevents their normal execution. By express agreement, events such as strikes, transport shortages, fire, flooding, equipment breakdown, riots, war, epidemic, or accidents, whether affecting RotorDC or one of its suppliers, shall be considered as force majeure, even if only partially, and regardless of the cause. This list is not exhaustive.

9.4. Applicable law and competent jurisdiction

This contract is concluded in English.

These General Terms and Conditions are governed by Belgian law.

In the event of a dispute between the parties relating to the validity, interpretation or execution of these General Terms and Conditions, the parties shall attempt to resolve the dispute through mediation.

If the dispute cannot be resolved other than through legal proceedings, the French-speaking courts of Brussels shall have jurisdiction.

ARTICLE 10 - FINAL PROVISIONS

The fact that RotorDC does not invoke any of the provisions of these General Terms and Conditions at any given time shall not be interpreted as a waiver of its right to invoke them at a later date.

In the event that any provision of the General Terms and Conditions is declared null and void or ineffective, it shall be deemed unwritten, without affecting the validity of the other provisions.

The electronic data stored in RotorDC's information systems relating to the services offered by RotorDC shall be deemed authentic between the parties, unless proven otherwise. This electronic data therefore constitutes admissible, valid and enforceable evidence against the Customer under the same conditions and with the same probative force as any document that would be drawn up, received or stored on paper.