



Skisun Construct (Veldkant 2, B-2550 Kontich, Belgium), is a limited liability company, founded according to Belgian Law.

Skisun Construct is legal owner of the brand name 'Fietsen in de Alpen' and of the domain name fietsenindealpen.com

Art.1 Validity

The general terms and conditions automatically apply to all current and future offers, orders, agreements and deliveries with respect to the supply of services and/or products by Skisun Construct to the Customer.

By accessing or using the Services of Skisun Construct, the Customer accepts these Conditions.

The present Conditions, the Anti-Spam Policy, the Privacy Policy and the Acceptable Use Policy are an integral part of the agreement between Skisun Construct and the Customer.

Art.2 Offers & Prices

Pricing in offers are valid for the period indicated in the offer, or, if no period is mentioned, for a period of fifteen (15) days. Unless stated otherwise, all prices are in Euros and excluding VAT.

Art.3 Invoicing and Payment Conditions

Invoices issued by Skisun Construct are payable at the address of its administrative headquarters, thirty (30) days after the date of the invoice, except when different terms of payment are stated on the invoice.

Payment must be effected by bank transfer of the amount due into the Skisun Construct account number which is given on the invoice.

In the event of the non-payment of the amount due on the due date, the client is lawfully and without further notification liable for the payment of interest as from the due date at 12% a year on the amount outstanding.

Payment of an invoice, or a part thereof, implies the acceptance of the entire invoice and of the delivery of the invoiced Services.

An invoice can only be protested in writing within a period of fourteen (14) calendar days after the date of invoice. After expiry of this period, the Customer is deemed to have accepted the invoice.

Art.4 Termination, Cancellation and Suspension

Either party may suspend the Services or terminate the Agreement immediately, without any prior recourse to the court and without any further notice, if the other party (i) materially fails to perform any of its obligations under this Agreement, and such failure is not substantially remedied within twenty (20) working days after written notice from the other party to the failing party, reasonably specifying the nature of the failure; or (ii) becomes subject of bankruptcy, insolvency or a similar proceeding, or otherwise liquidates or ceases to do business.

Art.5 Liability

Skisun Construct does not control, endorses or takes any responsibility for any content or third-

party content available on or linked to its Services.

The Services are provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, availability, accuracy, omissions, completeness, timeliness or delays with respect to the service, information or products.

Skisun Construct accepts no liability for any disruption or non-availability of the Website. Skisun Construct gives no warranty that the Website or Services will be free of defects and/or faults.

Skisun Construct will not be held liable for any consequential or indirect loss or damage suffered by the Customer or its affiliates, such as, as the case may be, any loss of data, profits, revenue, turnover or any other financial or commercial losses, whether this loss or damage arises from a breach of contract or duty in tort.

Neither party shall be entitled to claim damages for any non-performance by the other party of any of its contractual obligations resulting from an event of Force Majeure.

Art.6 Exclusivity & Assignment

No exclusivity is given to any customer.

The rights granted under this Agreement may not be transferred or assigned by the customer. Skisun Construct is entitled to transfer and assign the rights of this Agreement to any third party.

Art.7 Confidential information

Each party shall treat Confidential Information as strictly confidential, shall not disclose or make it available in any way to third parties without the prior written consent of the other party and shall only use it in connection with the performance of this Agreement or any order pursuant thereto.

Art.8 Indemnification

At Skisun Construct's request, you agree to defend, indemnify and to hold harmless Skisun Construct and its employees from any claims arising from the Customer's use of the Services or the use on the Customer's behalf, from the Customer's breach of the Conditions, including, without limitation, claims of copyright infringement, patent infringement, misappropriation of trade secrets, libel, slander, trade libel, defamation, harassment, invasion of privacy or fraud.

Art.9 Applicable law and Jurisdiction

These Conditions and any disputed relating thereto or resulting therefrom, are solely governed by Belgian law.

The Courts of Antwerp shall have exclusive jurisdiction over any dispute arising out of or in relation to these Conditions.

Contact

For any questions regarding the general conditions or the use of the services of Skisun Construct, please contact info@fietsenindealpen.com