

rue Prévinaire 58  
1070 Bruxelles  
BE0667.959.519  
+32 (0) 465 896 641  
[www.rotordc.com](http://www.rotordc.com)

**GENERAL TERMS & CONDITIONS OF SALE OF RTRDC SCRL / CVBA**

**ARTICLE 1 – PURPOSE AND SCOPE OF THESE GENERAL TERMS AND CONDITIONS** .....3

1.1. General points .....3

1.3. Consultation, validity and term of the General Terms and Conditions  
.....4

1.4. Customer obligations in regard to our Website .....4

**ARTICLE 2 – PRODUCTS AND TECHNICAL SPECIFICATIONS** .....4

2.1. Nature of the products.....4

2.2. Product Description .....5

2.3. “Miscellaneous” Products .....5

2.4. Stocks .....5

**ARTICLE 3 – CUSTOMER ACCOUNT AND ORDERS**.....6

3.1. Creation of a Customer Account and guarantees .....6

3.2. Price quotations .....6

3.3. Placing an order .....6

3.4. Invoicing .....7

3.5. Payment and confirmation of the order .....7

**ARTICLE 4 – RELATED SERVICES: STORAGE, ASSISTANCE WITH ON-SITE  
COLLECTION OF PRODUCTS, DELIVERIES AND CUSTOMIZED OFFERS**.....8

4.1. Assistance with loading .....8

4.2. Storage .....8

4.3. Delivery .....	8
4.4 Deposit on packaging material .....	10
4.5. Customized offers .....	10
<b>ARTICLE 5 – OTHER LIABILITIES AND RESPONSIBILITIES.....</b>	<b>11</b>
<b>ARTICLE 6 – GUARANTEES.....</b>	<b>11</b>
<b>ARTICLE 7 – PROTECTION OF PRIVACY WITH REGARD TO THE PROCESSING OF PERSONAL DATA .....</b>	<b>11</b>
<b>ARTICLE 8 – INTELLECTUAL PROPERTY .....</b>	<b>12</b>
<b>ARTICLE 9 – COMPLAINTS, PRODUCT RETURNS, RIGHT OF WITHDRAWAL, TERMS AND CONDITIONS OF REIMBURSEMENT, APPLICABLE LAW .....</b>	<b>12</b>
9.1. Right of withdrawal:.....	12
9.2. Exceptions to the right of withdrawal .....	13
9.3. Methods of reimbursement .....	13
9.4. Applicable law and competent jurisdiction.....	13
<b>ARTICLE 10 – FINAL PROVISIONS .....</b>	<b>13</b>

## ARTICLE 1 – PURPOSE AND SCOPE OF THESE GENERAL TERMS AND CONDITIONS

### 1.1. General points

These *General Terms and Conditions of Sale* (hereinafter referred to as the "General Terms and Conditions") shall apply to the contractual relationship between the company RTRDC SCRL, whose registered office is located at 1070 Anderlecht, Rue Prévinaire, 58, registered with the BCE under number 0667.959.519, hereinafter referred to as "Rotor Deconstruction", "RotorDC" or "us", and the "Customer" or "you" in the physical premises of RTRDC SCRL or via the website: <http://rotordc.com>, (hereinafter "our Website").

These General Terms and Conditions are supplemented by a *Privacy Policy* (hereinafter referred to as "the Privacy Policy") also available on our Website at the following link: <https://rotordc.com/privacy-policy/>.

The act of contracting with Rotor DC through the acceptance of our quotes in our shops or on our Website, or of placing an order in our shops or via our Website, implies the formal acceptance of these General Terms and Conditions, excluding the application of those of the Customer or any other provision unless a prior formal written agreement has been made. Accordingly, by contracting with RotorDC, the Customer undertakes not to invoke his own General Terms and Conditions of Sale or Purchase.

We reserve the right to refuse the provision of services and the sale of products to anyone, for any reason and at any time.

These General Terms and Conditions shall apply to sales of products and to their related services. Violation or breach of any of the Terms and Conditions will result in immediate termination of the sales and related services offered by RotorDC.

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

In any event, the Customer declares that he is at least 18 years of age and has the legal capacity to place an order. The Customer is financially responsible for any order made, both in his own name and on behalf of third parties, including minors.

Derogation from these General Terms and Conditions within the framework of a particular contract will only be possible on the basis of an express written statement signed by RotorDC.

### 1.2. Relationship between General Terms and Conditions, Product Descriptions and Special Terms and Conditions

The specifications of certain products are also to be taken into account (hereinafter "Product Description"). They are communicated on our Website or verbally when making a purchase in a shop. They take precedence over the General Terms and Conditions. (see Article 2.2)

Special Terms and Conditions of Sale (hereinafter referred to as "Special Terms and Conditions") may be agreed upon in contractual documents such as order forms, invoices or quotes. In such cases, if rules contained in the Special Terms and Conditions

contravene these General Terms and Conditions, or the Product Descriptions, the rules of the Special Terms and Conditions shall prevail over the contractual relations between RotorDC and the Customer.

### **1.3. Consultation, validity and term of the General Terms and Conditions**

Our General Terms and Conditions and our Privacy Policy are available for consultation on our Website. Any buyer can also obtain a full copy of these General Terms and Conditions on request.

The General Terms and Conditions posted on our Website shall be in force from the moment they are put online and shall remain applicable throughout the duration of the use of our Website. RotorDC reserves the right to adapt and modify these General Terms and Conditions and the Privacy Policy. The General Terms and Conditions applicable to an order will be those in force at the time of placing the order on our Website.

### **1.4. Customer obligations in regard to our Website**

Our Website is accessible to anyone with Internet access.

RotorDC reserves the right to refuse access to all or part of our Website, unilaterally and without prior notification, to any Customer who does not abide by these General Terms and Conditions.

The User undertakes to use our Website in compliance with these General Terms and Conditions and applicable laws. Consequently, he agrees in particular not to hinder or distort the operation of our Website, not to damage all or part of its elements, or to access it in a fraudulent manner. Transmitting viruses or codes of a destructive nature to our Website is prohibited.

The Customer undertakes to ensure the confidentiality of his Personal Login Information and shall ensure that it is not disclosed to third parties. The Customer shall be responsible for all acts carried out from his Account. If the Customer believes that there has been a breach of security of his Personal Login Information, such as disclosure, theft or unauthorised use, he shall immediately inform RotorDC by email at the following address: [sales@rotordc.com](mailto:sales@rotordc.com).

## **ARTICLE 2 – PRODUCTS AND TECHNICAL SPECIFICATIONS**

### **2.1. Nature of the products**

Rotor DC mainly sells second-hand products or products recovered from business bankruptcies. Unless explicitly stated otherwise in the Product Description (see Article 2.2), the Customer shall assume that the material is reusable.

The products put on sale by RotorDC are either its full property or products sold on behalf of third parties in a consignment sale system. In both cases, Rotor DC declares that it is

fully entitled to offer these products for sale, and is the only contact for the completion of their purchase.

The list of products available for sale in the shop and on our Website may be modified at any time by Rotor DC.

## **2.2. Product Description**

Each product on our Website and the majority of the in-store products have a sheet detailing information relating to the product. This sheet is a non-exhaustive summary of the information gathered on the product. The Customer is free to request further information or make a visit to inspect the product. Product Descriptions are available on request in the shop, except for products in the "miscellaneous" category (see Article 2.3).

The Product Description is an integral part of the Sales Agreement. For example: if a product is described as 'scratched', scratches on the product will not be accepted as grounds for complaint. In general, the product must therefore correspond to its Description, and not to other standards or assumptions.

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

- Slight variations in colour
- A soiled state, if this can be resolved with soapy water or other household cleaners
- Traces of wear and ageing consistent with the age of the object (small chips, pitted chrome, frosted marble, etc.)
- Small stickers or other markings related to the inventory
- Incorrect attribution to a designer, architect or manufacturer
- Approximate measurements and weights

We reserve the right to modify the content of our Website at any time. The Product Description on our Website at the time of sale applies.

## **2.3. “Miscellaneous” Products**

Some products present in the RotorDC shop are not visible on our Website and do not have a technical description. They are labelled as "Miscellaneous", or sold in bulk. These products are non-returnable, and sold without any guarantee whatsoever.

## **2.4. Stocks**

Some products must be pre-ordered, are not ready for sale, or are subject to Special Terms and Conditions and are indicated in the Product Description.

Products are offered for sale while stocks last. The stock mentioned on our Website is automatically updated according to sales. Human errors, theft or accidents may cause these figures to be incorrect. Should the product be unavailable, RotorDC undertakes to

inform the Customer as soon as possible, to find an alternative solution, or to refund the order (see Article 3.5.).

## **ARTICLE 3 – CUSTOMER ACCOUNT AND ORDERS**

### **3.1. Creation of a Customer Account and guarantees**

Before being able to place an order via our Website, each Customer must create a Customer Account. In the shop, the creation of a Customer Account will be offered for any purchase but remains optional.

The Customer Account is strictly necessary to exercise any right of return or refund, or any other request related to a transaction. When selling second-hand products, it is impossible for RotorDC to check if and when the product was purchased without a Customer Account.

For the registration to be finalised, it is necessary to choose Personal Identifiers, i.e. a username (email address) and a password. The creation of the Customer Account also implies the communication of the surnames, first names, title, address, telephone and, if necessary, the name of the purchasing company.

The Customer is obliged to provide accurate, complete and current information and undertakes to notify RotorDC of any modification of this information, whenever necessary.

### **3.2. Price quotations**

In our shop and on our Website, the prices indicated are inclusive of tax. The prices indicated on our sales documents (pro-forma and invoices) are expressed in euros excluding VAT, and the applicable VAT is specified.

The prices displayed do not include shipping or storage costs, which are payable by the Customer, and must be calculated according to the Customer's specific needs (see Article IV).

As we deal with second-hand products, our offers are always subject to availability. Therefore, unless otherwise stated in the Special Terms and Conditions, our quotes are not binding as to price or availability of products and are for information purposes only.

### **3.3. Placing an order**

When ordering online, a summary screen appears before finalising the order with all the details of the products selected. This enables the Customer to check the details of the order and correct any errors. The order can no longer be modified after confirmation of payment.

If the product cannot be picked up directly from the shop, an order is created by the seller for the Customer. The following paragraphs also apply to this type of order.

### 3.4. Invoicing

Purchase invoices shall be created on request at the time of payment and up to 3 months after the date of payment. Intra-Community VAT shall only be applied if all conditions are met by the Customer.

In the event of invoice data being incorrect and needing to be changed, an administrative fee of €12 excl. VAT will be charged.

### 3.5. Payment and confirmation of the order

- Bookings by the Customer:

The order shall be processed by RotorDC only after receipt of full payment (including all taxes). The payment of this order shall be deemed as acceptance of these Terms and Conditions of Sale.

The products shall not be reserved before full payment has been received. The Customer is therefore aware that any delay in this payment may result in the cancellation of the order if the product is no longer available in stock.

- "Confirmation of Payment" and "Order Validation" by RotorDC:

On receipt of the full payment of the order, RotorDC shall send the Customer by email the "Confirmation of Payment" of the said order, including all the details relating to the order and the price, including all taxes paid. The products shall then be removed from the sale.

If the product is accompanied by a request for a personalised quote for service (delivery or storage), RotorDC shall send the supplementary quote to the Customer for additional payment.

Once payment has been received, the order is prepared and the Customer receives confirmation that the order is ready with the order number. (Hereinafter referred to as "Order Validation").

If one or more products are not available, the Customer is informed. The Customer then has the option of cancelling the entire order. If the Customer chooses not to cancel, the price finally paid will be readjusted according to the products available.

### 3.6. Collection of orders

On-site collection of orders is free of charge and must be undertaken within two weeks of Order Validation.

The Customer, or his service provider, must present himself to RotorDC during opening hours, with the vehicle, the protective material, and the labour suitable for the products to be removed. He must be able to identify himself, and know the order number and/or the email address with which the order was placed.

RotorDC undertakes to provide in advance and on request all information useful for preparing the transport.

The products remain the property of the shop until full payment is made. The products are then made available to the Customer.

The risks are transferred at the time of the collection of the order by the Customer, when RotorDC gives the products to the Customer in person at the counter, or on the loading dock. The Customer must then check that the order is correct before loading it.

## **ARTICLE 4 – RELATED SERVICES: STORAGE, ASSISTANCE WITH ON-SITE COLLECTION OF PRODUCTS, DELIVERIES AND CUSTOMIZED OFFERS**

### **4.1. Assistance with loading**

To facilitate collection, RotorDC can assist with loading. This assistance may be manual or mechanical (pallet truck or forklift) and has to be paid for: €10/quarter of an hour (incl. taxes) or part thereof/person, beyond the first quarter of an hour of loading.

The request must come from the Customer and be accepted by RotorDC. RotorDC undertakes to be careful but can under no circumstances be held responsible for any damage caused to the product or the vehicle at the time of loading.

### **4.2. Storage**

Products are kept by RotorDC for a period of two weeks free of charge from the Validation of the order. Beyond this period, RotorDC offers a storage service for products according to their size and packaging.

A specific quotation for the storage can be requested from RotorDC when reserving the products or within the following ten working days.

The Customer must check the order is correct before the end of the collection period. Beyond ten working days, no claim can be made on the products. Storage is carried out with due care.

In the event of the goods not being collected within the stipulated time, and if no specific storage request has been made, a storage charge of €15 / order / month (incl. taxes) to be increased by €15 / pallet (incl. taxes) shall be imposed. If the Customer has still not collected his purchases or requested a storage quote after 1 month of additional storage, the order shall be cancelled. The storage costs for the first month as well as compensation of 10% of the order shall be deducted from the amounts to be reimbursed.

### **4.3. Delivery**

RotorDC can draw up an additional and personalised quotation for the delivery of the goods on request. RotorDC can carry out such transport using its own vehicles or assign this to third-party service providers. Deliveries shall only be made on working days and door-to-door.



The Customer undertakes to provide precise and accurate delivery information and to be ready to receive the goods according to the instructions given by the service provider and/or RotorDC.

In the case of orders made online, on [www.rotordc.com](http://www.rotordc.com), for standard products and destinations, our Website automatically offers quotes that can be paid for directly with the purchase. RotorDC makes every effort to ensure that these quotes are correct and final. In the event of errors, RotorDC can contact the Customer at the time of preparing the order to inform him of this and proceed with refunding or invoicing the difference.

If the Quote for the delivery is acceptable to the Customer, he shall have a period of three days to confirm this by paying for it.

If the Quote is not acceptable to the Customer, he may organise his own collection or request the cancellation of his order without incurring any administrative costs.

- Delivery of small items (<30kg): by post or courier

Once the products and delivery have been paid for, the order is prepared for dispatch. The Customer receives the information that the order is ready to be picked up from RotorDC, and an email enabling him to track the order.

- Delivery of large objects, pallets or racks

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

The Customer must make sure that the route to access the delivery location will allow the truck to pass (bridge crossing, road resistance, etc.). The truck must be able to access and manoeuvre easily in front of the delivery site. The Customer must arrange the parking space necessary for the efficient and safe unloading of the truck and have made his own arrangements for transporting the Products to their destination.

If the actual layout of the delivery site physically prevents access for the truck or the unloading of the Product(s), the Seller reserves the right to cancel the delivery and refund the order, less the cost of delivery and the cost of return.

The Customer must check that the order is correct as soon as it is received. If the order is incorrect, the Customer shall send RotorDC all useful information within fourteen days following receipt of the delivery.

RotorDC shall not be held responsible for any damage incurred during delivery. In the event of damage related to transport, the Customer undertakes to provide all the information necessary to open a complaint file:  
photos of the package and the product.

In the event the Customer does not accept the order and returns to the sender, the order shall be cancelled. The shipping costs as well as an administrative compensation of 10% shall be deducted from the refund.

All deliveries shall automatically be made on the doorstep (pavement in the case of a building, property boundary in the case of a detached house). Delivery does not include installation, assembly or commissioning of the products purchased.

Unnecessary travel costs and waiting times of more than 15 minutes shall be charged to the Customer.

A delivery cannot be organised or cancelled within one week of its due date without charge. Any additional costs requested by the service provider shall be borne by the Customer.

In the event of inability to deliver due to a case of force majeure, the Customer shall receive an email proposing either to cancel or to postpone the delivery, at no extra cost.

RotorDC reserves the right to refuse the organisation of deliveries, in particular if the cost of the delivery exceeds 50% of the price of the products, or if the delivery address is outside the Schengen Area. Rotor DC shall inform the Customer as soon as possible.

#### **4.4 Deposit on packaging material**

Depending on the products and their packaging, RotorDC can allow the products to be left with the material with which they are packaged (boxes, pallets, racks) subject to an agreement to exchange them for strictly similar material (dimensions, standards, condition), or to the payment of a deposit. These deposits shall be specified at the time of the delivery quotation, or at the time of collection. They must be paid before the products are collected.

The deposit shall be returned when the packaging material is returned, subject to it being in good condition when given back. The refund shall be made to the account corresponding to the method of payment used for payment (online) or by bank transfer.

#### **4.5. Customized offers**

When ordering services, customized articles or articles according to drawings, RotorDC will give the quotation based on the measurements provided by the buyer, who shall assume full responsibility for the accuracy of these measurements. The purchaser is responsible for checking the correct transcription of these measurements on the order form.

All studies, plans, documents, sketches, drawings, samples and projects shall remain our property, protected by intellectual property rights. In the event of them being handed over to the Customer, they may not be misappropriated either by the Customer or by third parties. The Customer shall be liable for any possible misappropriation and we reserve the right to claim compensation for any loss suffered. This compensation shall be fixed at 10% of the contract amount, without prejudice to our right to prove higher damages. The aforementioned documents must be returned on first request.

## **ARTICLE 5 – OTHER LIABILITIES AND RESPONSIBILITIES**

RotorDC shall not be liable for loss of profit, damages arising from loss in the broadest sense of the word and/or any other direct or indirect loss or damage of any kind.

Insofar as RotorDC would not be able, by virtue of a legal provision, to be released from its full responsibility, this will be limited in all cases to the damage resulting directly from the defect and, consequently, foreseeable at the time of the conclusion of the contract. In any event, it will be capped at an amount corresponding to a maximum of 15% of the value of the Contract.

RotorDC shall under no circumstances be held accountable for damage not inherent to the product and/or non-design defects resulting from an external cause totally alien to RotorDC, whether or not the Customer is at fault.

If, in spite of the absence of any inherent defect in the product and of damage resulting from an external cause, the liability of RotorDC is established for the damage proven and suffered by the Customer, the above limitations of liability shall apply.

The Customer shall be responsible for the correct use and maintenance of the product in accordance with the instructions and recommendations of the supplier or the manufacturers, and for compliance with the regulations in force, in particular with regard to safety.

The technical and other advice given by RotorDC staff in the shop or by email is for information purposes only, and must be verified by the Customer with qualified installers or a technical reference centre.

## **ARTICLE 6 – GUARANTEES**

RotorDC's products are not covered by guarantees, unless agreed otherwise in Special Terms and Conditions, or explicitly mentioned in the Product Description. A statement that a product is tested and functional cannot be understood as the promise of a guarantee. Only statements of the type 'Operation guaranteed for ...' will be taken into account.

For light fittings, a guarantee of one year (from the date of order) shall be implicitly agreed, unless specified otherwise in the Product Description. The guarantee shall in any case be excluded in the following cases: if the defects are the result of poor maintenance or damage caused by abnormal or improper use of the product with regard to its specifications.

## **ARTICLE 7 – PROTECTION OF PRIVACY WITH REGARD TO THE PROCESSING OF PERSONAL DATA**

In the course of our business relations, we collect and process personal data about you. Personal data is any information that allows us to identify you as an individual, such as your name, email or telephone 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 type of personal data we hold;
- How we collect it;
- When and why we use it.

## **ARTICLE 8 – INTELLECTUAL PROPERTY**

Use of our Website is reserved unless a specific and express agreement or licence is granted by RotorDC for strictly personal use.

RotorDC shall retain full and exclusive ownership of the various data transmitted within the framework of these General Terms and Conditions under the various legislations relating to the protection of copyright and related rights, trademark and patent law and in particular the law concerning the legal protection of databases as well as all trademarks, texts, comments, works, illustrations and images, whether visual or sound, reproduced on our Website.

You hereby agree not to reproduce, duplicate, copy, sell, resell or exploit any part of the service, the use of the service, or 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, shall constitute an infringement that may result in the civil and criminal liability of its author.

## **ARTICLE 9 – COMPLAINTS, PRODUCT RETURNS, RIGHT OF WITHDRAWAL, TERMS AND CONDITIONS OF REIMBURSEMENT, APPLICABLE LAW**

### **9.1. Right of withdrawal:**

The Private Consumer shall have the right to cancel his purchase, without having to provide any reason and without paying any additional charge, within fourteen calendar days from the day following delivery. Within these fourteen days, the Customer must inform RotorDC of his intention to withdraw by presenting proof of purchase, mentioning the order number and specifying the product he wishes to return.

The Customer's liability shall be engaged only with regard to the depreciation of the product resulting from handling other than that necessary to establish the nature, characteristics and correct operation of the product: a product returned incomplete, damaged, used or soiled cannot be taken back.

RotorDC shall facilitate the return of the product at a date agreed between the parties. RotorDC shall fully refund the value of the product provided that it is complete, in perfect condition and in its original packaging. Delivery costs shall also be refunded to the

consumer if the order is returned in its entirety. On the other hand, the expenses relating to the aforementioned return will be chargeable to the consumer. Once the article is in the possession of RotorDC, the refund shall be effected.

## **9.2. Exceptions to the right of withdrawal**

The right of withdrawal does not apply to all returns requested more than fourteen days after purchase, in the case of services already performed or customised products, for products purchased on site, as well as for all trade orders. In such cases, RotorDC reserves the right to accept or reject returns, refund them or not, in money or coupons, depending on the situation, the time that has elapsed and the condition of the products. A minimum of 30% of the amount of the order shall be retained for administrative costs and re-sale.

## **9.3. Methods of reimbursement**

Requests for returns and complaints should be made by sending an email to the following address: [customerservices@rotordc.com](mailto:customerservices@rotordc.com) .

Any return or collection can only be made with the prior agreement of RotorDC by email, and subject to refusal, within fourteen calendar days from the date of the RotorDC agreement. The Products must be returned in their original packaging and in perfect condition.

The refund will be carried out no later than fourteen days from the consignment of the Products to the shop.

RotorDC reserves the right to cancel an order, without indemnity, if a case of force majeure prevents its normal execution. By express agreement, the events of strike, shortage of transport, fire, flood, damage of equipment, riots, war, epidemic, accident, either at RotorDC or at one of its suppliers, shall be deemed to constitute force majeure, even if they are only partial, and whatever the cause. This list is not exhaustive.

## **9.4. Applicable law and competent jurisdiction**

This contract is concluded in French.

These General Terms and Conditions shall be governed by Belgian law.

In the event of a dispute between the parties relating to the validity, interpretation or execution of this document that cannot be resolved amicably, the parties shall attempt to resolve the dispute through mediation.

In the event of a dispute, the Brussels Courts shall have exclusive jurisdiction.

## **ARTICLE 10 – FINAL PROVISIONS**

The fact that RotorDC does not invoke, at one time or another, one of the provisions of these General Conditions shall not be interpreted as a waiver by the latter of availing itself thereof subsequently.

In the event of any of the provisions of the General Terms and Conditions being declared null and void or without effect, it shall be deemed unwritten, without affecting the validity of the remaining provisions.

The electronic data stored in the RotorDC information systems relating to the Services offered by RotorDC shall be deemed binding between the parties, until proven otherwise. These electronic data therefore constitute admissible, valid and binding evidence to the Users under the same conditions and with the same probative force as any document drawn up, received or recorded on paper.