Business terms and conditions

Morvena | VDB Origin BV | 28 September 2026

Terms dated 28 September 2026. Services and work on customer-owned goods. For business customers only.

1 Identity, definitions and scope

1.1 Morvena is the trading name of VDB Origin BV, registered office Industrieweg-Zuid 1358, 3520 Zonhoven, Belgium, enterprise number BE0764.462.542, registered with the Register of Legal Entities Antwerp, Hasselt division. The contracting party is VDB Origin BV, which conducts the finishing activities covered by these terms under the trading name Morvena. In these terms, “Morvena” means VDB Origin BV in the context of those activities.

1.2 Customer means exclusively a natural or legal person contracting for professional purposes. These terms do not apply to consumers, who are covered by the separate Morvena Consumer Terms. Goods means all components, substrates and materials entrusted to, supplied or treated by Morvena. A working day is Monday to Friday, excluding Belgian statutory public holidays.

1.3 These terms apply where made available to and accepted by the customer before the contract is concluded. Morvena intends to contract exclusively on its own terms. Where both parties refer to their own terms, the statutory rules governing conflicting terms apply. Morvena may expressly reject an order containing different customer terms by a separate communication without undue delay.

1.4 In case of conflict, priority is given to a specific agreement accepted by both parties, then the accepted order confirmation, the accepted quotation with technical annexes, and finally these terms. A later document changes an earlier agreement only where the change is expressly agreed. Receipt, production and collection records establish facts and do not change prices or liability arrangements without the express agreement of authorised representatives. Changes solely to a maximum period are subject to the specific agreement procedure in Article 11.7.

1.5 These terms apply to orders agreed under the trading name Morvena. They do not automatically apply to orders within other activities of VDB Origin BV, whether or not conducted under another trading name. Such orders are governed by the terms separately communicated and accepted for them. For a combined order, the accepted quotation specifies the clearly distinct services to which each set of terms applies. An internal allocation of tasks or performance within another activity of VDB Origin BV does not change the agreed terms.

1.6 A new version of these terms does not automatically apply to contracts already concluded. Each new order, including an order from an existing customer, is governed by the version then in force, provided it was communicated and accepted before that order was concluded. The version is identified by its date. A repeat order constituting a new contract is a new order; a variation to an existing order does not in itself change the applicable version of the terms.

2 Quotations, orders and representation

2.1 Quotations remain valid for thirty calendar days unless the quotation states a different validity period. An acceptance received after that period binds Morvena only if Morvena nevertheless accepts it. A budget indication under Article 2.5 is not a quotation whose mere acceptance creates a finishing assignment. Estimates, guide prices, surface measurements and oral explanations are indicative, except insofar as they expressly form part of the agreed services or price.

2.2 The contract arises through unambiguous acceptance of the quotation or other demonstrable agreement on the essential terms. Acceptance subject to changes or reservations constitutes a new proposal requiring Morvena’s agreement. The order confirmation records the agreement. New or different terms in it require separate acceptance. Anyone ordering on the customer’s behalf declares that they are authorised.

2.3 Before issuing a quotation or accepting an order, Morvena may request technical information, components, material samples, photographs or plans and propose a separate investigation or test assignment. An advance payment is agreed in the relevant assignment. Receipt of the advance, components and required information and approvals determines the commencement of performance under Article 11; their absence does not in itself prevent the contract from having already been concluded.

2.4 For measured work or work charged on a time-and-materials basis, actual quantities, areas, edges, hours and materials are charged using the measurement rules and rates communicated beforehand. An expressly agreed fixed price changes only under the contract's variation procedure.

2.5 A document expressly designated as a non-binding budget indication serves solely to discuss a potential assignment and its estimated budget. It is not yet an offer to perform the finishing assignment and does not reserve production capacity. Stated amounts, quantities and periods are estimates based on the assumptions specified in that document. A finishing assignment arises only through acceptance of a subsequent quotation or other demonstrable agreement on the essential terms. This provision does not render a contract already concluded non-binding.

2.6 Investigation, tests or preparation of a sample may be agreed as a separate assignment. The components concerned, operations to be performed, characteristics to be assessed, price or calculation method, scheduling and any permitted damage or irreversible treatment are defined in advance. Morvena undertakes to perform the agreed investigation or testing carefully; a favourable outcome or the feasibility of a subsequent finishing assignment is not promised unless expressly agreed otherwise. Such an assignment does not constitute an order or acceptance of the subsequent finishing assignment. The agreed fee remains payable where carefully performed investigation or testing produces an unfavourable outcome or does not lead to a finishing assignment. A credit against a subsequent assignment applies only if agreed.

3 Nature and scope of the obligation

3.1 Morvena undertakes to carry out the technical finishing work described in writing carefully, according to good professional practice and with the care expected of a reasonably competent specialist in the same circumstances. Insofar as the nature of the service and applicable law permit, this is an obligation of reasonable care. The intended appearance, reference and agreed tolerances guide execution and assessment; they do not provide an unlimited guarantee against influences from the substrate, previous treatments, environment, materials or actions outside Morvena's control. Specific agreements on work, products and accepted characteristics remain binding. Mere reference to a desired effect, product property or intended use does not create an additional absolute performance or durability warranty. Duties to investigate, inform and warn and the commercial warranty in article 23 remain applicable.

3.2 Only work expressly included in the accepted quotation forms part of the finishing assignment. Dismantling, assembly, installation, masking, substrate repair, rough sanding, packaging, return racks, loading, unloading and storage are excluded unless stated otherwise. Transport is not part of the finishing assignment. Collection of goods still to be treated is agreed separately in advance; transport of finished goods is agreed separately and specifically after the ready notice. The agreed finishing of the supplied substrate does not in itself include repairing, levelling or correcting existing dents, joints, glue lines, pores or other substrate characteristics. Such work forms part of the assignment only insofar as expressly agreed. The expressly accepted finishing characteristics remain decisive for the scope of the agreed work.

3.3 Insofar as the choices of materials, process sequence, equipment and working method are not expressly fixed by contract, Morvena determines them within the agreed assignment and may adapt them where technically necessary. The accepted finishing characteristics and the agreed use and quality level remain preserved. Any change to expressly agreed products or characteristics follows the applicable variation procedure.

4 Customer information and responsibilities

4.1 The customer supplies in good time all information that may affect execution, including substrate and composition, earlier products and treatments, adhesives, silicones or care products, visible faces, uncoated areas, colour and gloss references, use conditions, required protection, quantities, tolerances, deadlines and logistical constraints. The customer also reports when relevant information about composition or previous treatments is missing or uncertain and supplies available product and treatment information. Incomplete or incorrect information does not become a technical basis accepted by Morvena merely because it receives the goods.

4.2 The customer checks plans, quantities, codes, colours, drawings and order confirmations before production. Silence following an express approval request does not automatically constitute approval, but Morvena may suspend execution and scheduling pending approval.

4.3 The customer is responsible for the suitability of its design, dimensions, construction, joints, suspension points, ability to dismantle and chosen substrate for the intended use. Morvena's finishing advice does not transfer that responsibility unless Morvena accepts a separate design or engineering assignment in writing.

4.4 The customer warrants that it is authorised to commission the work and holds all rights and permissions required for Morvena to execute the supplied designs, trademarks, images and instructions and to process the entrusted goods. Obtaining and checking those rights and permissions is the customer's responsibility. Morvena does not undertake legal checks of ownership, intellectual property rights or licences and need not routinely investigate the customer's statements about them. The customer indemnifies Morvena against third-party claims arising from absent or exceeded rights or permissions, including resulting damages and reasonable, substantiated defence costs, insofar as legally recoverable. This indemnity does not require the customer to have known of the infringement. The limits concerning Morvena's own fault, concurrent causes and the defence arrangements in article 25.5 remain applicable. In the event of a specific claim or concrete indications of lack of authority or infringement, Morvena may suspend the affected work and request appropriate explanations or evidence from the customer. This creates no general duty to investigate.

4.5 The customer declares that it owns the entrusted goods or is validly authorised by the owner or other right holder to commission the work, have the goods treated and subject them to Morvena's rights under these terms, including retention. Claims arising from absent or exceeded authority are governed by the indemnity in article 4.4.

5 Delivery to the workshop and condition of goods

5.1 Goods must be delivered at the agreed time, orderly, safe to handle, clean, dry and free from loose contamination. Dismantled components must have a complete parts list and identifiable codes. Visible faces, uncoated areas, mating surfaces and reference faces must be clearly marked.

5.2 Unless preparation was priced by Morvena, goods must be dimensionally stable, sufficiently cured, correctly bonded, repaired, degreased and sanded to the agreed grit. Sharp edges, end grain, routed surfaces, pores, glue lines, filler, sealant, silicones and old coatings may require additional preparation or affect the result.

5.3 Morvena may refuse or segregate goods, or interrupt the affected work, where their condition prevents safe or quality work. Unforeseen preparation, tests, corrections and waiting time constitute additional work insofar as they are not already included in the agreed services and do not result from a breach attributable to Morvena. Ordering and charging for that work are governed by Article 10; scheduling consequences are assessed under Article 11. Article 5.6 applies to technical unfeasibility or a serious safety risk discovered after acceptance.

5.4 Before acceptance, the customer declares in writing the actual repair, reproduction and replacement value and any special, historic, artistic or irreplaceable nature of the goods. Before acceptance, Morvena may require a value declaration, suitable insurance or a separate agreement, or refuse the order. The parties may agree a specific liability cap in writing before acceptance. Otherwise the fallback cap in article 25.3 applies. A declared value, customer insurance or greater insurance cover held by Morvena does not automatically increase that cap. The price does not include unlimited assumption of the goods' value or special financial risks.

5.5 The customer insures the entrusted goods for their full repair, reproduction and replacement value against relevant property risks during treatment, storage and transport, and informs its insurer that third-party processing and transport may be involved. The customer obtains confirmation of the risks actually covered. Lack of cover does not extend Morvena's liability. Morvena makes no promise of cover under its own policy. An insurer's waiver of recourse applies only if that insurer has actually accepted it.

5.6 If examination or execution after acceptance reveals objective technical infeasibility or a serious safety risk that Morvena could not reasonably have identified before acceptance using normal professional care, Morvena suspends only the affected work and promptly notifies the specific reason and consequences in writing. It first discusses a technically responsible variation, test or limited performance, with prior agreement on price and timing. If no responsible solution is possible or none is agreed within a reasonable written period of at least fourteen calendar days, either party may terminate the unperformable part in writing. Morvena returns the goods and refunds sums received for unperformed services within fourteen calendar days of termination. Only tests agreed in advance and carefully performed and separately usable services remain payable insofar as legally permitted; no compensation for the cancelled remainder or lost profit. Morvena cannot invoke this for mere scheduling problems, an incorrect price estimate or circumstances it should have identified. Its own faults, unnecessary damage and accrued statutory claims remain assessed under the contract and law.

6 Substrate examination and hidden conditions

6.1 Receipt, a receipt document or temporary storage of the goods does not in itself constitute technical approval of the substrate, its preparation or its suitability for the agreed finish. Morvena's normal visual check is neither destructive material testing nor a guarantee that the substrate, joints or previous coatings are free from hidden defects. A technical examination or test has only the scope agreed or inherent in the nature of that examination or test.

6.2 Unknown lacquers, varnishes, oils, waxes, silicones, plasticisers, moisture, adhesive residues, resins, salts, corrosion, contamination, insufficient curing and internal stresses may affect adhesion, drying, colour and appearance. Their consequences are borne by the customer where not caused by Morvena's fault.

6.3 An adhesion trial, compatibility test or sample is carried out where agreed in writing or where Morvena considers it necessary for responsible performance. A paid test not included in the assignment is agreed in advance under Article 10. A test that may damage or irreversibly alter the customer's goods requires prior agreement on the components concerned and the intervention permitted. A successful local test does not rule out different behaviour elsewhere in the same goods.

7 Samples, references, colour and visual tolerances

7.1 A sample, rendering, photograph, colour chart or digital image is indicative unless designated in writing as a binding reference. A binding reference applies only to the characteristics for which it was agreed and within the agreed application and assessment conditions. Approval of colour or appearance does not in itself constitute approval or a guarantee of adhesion, scratch resistance, chemical resistance, outdoor durability or other technical performance. Screen display, lighting, substrate, shape, coating thickness, application direction and surrounding colours may influence perception.

7.2 Wood, veneer, MDF, metal and composite substrates show natural or product-related differences. Small differences in colour, gloss, texture, grain, pores, transitions, orange peel, metallic orientation and patina are not defects if within the agreed reference appearance and market-standard tolerances. Visual assessment takes place on the substrate concerned and the agreed visible faces, taking account of the agreed assessment lighting, viewing distance and direction. Where no special assessment conditions are agreed, assessment takes place under conditions reasonably appropriate to the agreed application and normal use. A colour code alone does not promise perfect visual identity on different substrates or under every type of lighting.

7.3 For series, the agreed reference and assessment conditions apply. Additions, repair parts and repeat orders may differ from earlier work due to material and batch differences, ageing or changed circumstances. An identical match to existing work is promised only where feasibility and the reference have been expressly confirmed. Reusing a colour code, formulation or product does not in itself promise an appearance identical to previously finished or aged components. This does not affect expressly agreed quality characteristics.

7.4 Exceptionally strict visual tolerances, specific measurement methods or an almost flawless optical result must be agreed in writing and priced separately before the order.

8 Technical performance and documentation

8.1 A wish or intended use such as fire performance, chemical resistance, food contact, outdoor use or exceptional wear resistance is not in itself a technical performance promised by Morvena. Morvena does not process an order depending on such a requirement without first recording the relevant complete build-up, substrate, thickness, standard, class, use conditions, available evidence and work accepted. Product sheets and certificates apply only within their own scope and do not automatically prove the finished component's performance. If the requested performance is unsupported or Morvena cannot responsibly accept the order, a revised order is agreed before execution or the order is refused. A characteristic specifically accepted by Morvena is not cancelled by a general reference to an obligation of reasonable care.

8.2 Manufacturers' product data sheets and certificates apply within their scope. A property of one product does not automatically imply the same performance for the entire finished component.

8.3 The customer retains and follows care, use, storage and curing instructions. Damage or a defect resulting from non-compliant use is excluded from the commercial warranty only insofar as that departure caused it. An unrelated departure does not end cover for other defects or components.

9 Prices, taxes and measurement rules

9.1 Prices are in euros, excluding VAT, taxes, duties, transport, insurance, special packaging and services not expressly included.

9.2 The price is based on the agreed quantities, geometry, visible faces, linear metres of edges, condition on arrival, accessibility, colour, gloss, coating system, schedule and quality requirements. If the goods actually supplied or the services requested by the client differ from these, Morvena may propose an adjusted price and schedule for the work concerned. Insofar as the difference is already charged under the agreed measurement rules and rates, that pricing agreement applies. Article 10 applies to other additional services or changes in rates. Scheduling consequences are assessed under Article 11.

9.3 Measurements and billing follow the method in the accepted quotation. For work on measured quantities or a time-and-materials basis, the quantities actually performed are charged at the agreed units and rates. A provisional quantity is not a fixed total price. Measurement rules, minimums, rounding and separate charges for visible faces, edges, components, hours or materials apply insofar as they form part of the agreed pricing. An expressly agreed fixed total price remains applicable to the agreed scope, subject to a change under Article 10 or another applicable contractual or statutory basis.

9.4 A substantial and unforeseeable change in energy, raw-material, labour, transport or statutory costs may prompt a reasoned adjustment proposal before the affected work. Morvena identifies the changed cost, its share of the price and the proposed effective date. A price change requires written agreement. Without agreement, the parties discuss continuing or terminating the unperformed portion; article 26 remains applicable.

10 Additional work and changes

10.1 Changes to scope, quantities, colour, preparation, quality, scheduling or logistics are agreed in writing before execution, stating the price or calculation method and scheduling consequences. An additional-work form, email or other retainable written communication is sufficient where it shows agreement on the change. Morvena only carries out uncommissioned additional work without prior agreement where immediate intervention is strictly necessary to limit impending damage and consultation is reasonably impossible. It informs the client without delay.

10.2 Additional work is charged at the accepted fixed amount or according to the agreed rates and measurement rules. An amount expressly identified as an estimate is not a maximum price. A maximum price or budget limit only applies where expressly agreed; exceeding it requires prior agreement, except for the strictly necessary damage mitigation under Article 10.1 insofar as its costs may lawfully be charged to the client. As soon as Morvena reasonably foresees a substantial overrun of an estimate, it communicates the cause and expected financial consequences and the parties discuss further performance.

10.3 Article 11.3 governs the effect of variations on periods and production capacity. Effects on completed work and ordered materials are recorded in the variation agreement.

10.4 Where a change or additional service proves necessary for safe or proper performance of the work concerned and no agreement has yet been reached, Morvena may suspend that work. It communicates the reason and proposed solution without undue delay. Unaffected work continues insofar as this is reasonably possible technically and organisationally. The consequences for scheduling, costs and any termination are assessed under the applicable provisions of this agreement; suspension does not itself constitute agreement to additional work.

11 Scheduling and execution periods

11.1 The accepted quotation or planning annex accepted by both parties states either a target period alone or a target period and a maximum period, expressed in working days. For these performance periods only, working days are Monday to Friday excluding Belgian statutory public holidays and collectively fixed replacement holidays, construction holidays, sectoral working-time-reduction days, rest days and bridge days under the PC 124 construction calendar for Limburg for the relevant year. The calendar is available through the Bouwunie homepage (https://www.bouwunie.be), under construction holidays and rest days. Days freely chosen individually or at company level count as working days. The periods end upon notification that the agreed finish is technically complete and the components are genuinely available for inspection and collection at the workshop. Transport never forms part of these periods or the finishing assignment. Collection of goods still to be treated is agreed separately in advance; transport of finished goods is agreed separately and specifically after the readiness notice.

11.2 The periods start on the first working day after the latest of: (1) receipt of the last component to be supplied for the assignment, (2) receipt of the full agreed advance payment, and (3) the latest order or order variation confirmed by both parties. If no advance payment is agreed, the second condition is deemed fulfilled. Morvena need not order materials, definitively reserve production capacity or start work until the full requested advance has been irrevocably credited to its account and the required information, goods and approvals have been supplied correctly and on time. The performance periods ending at the ready notice start only once all these requirements have been met. Any other conditions for commencement are specifically agreed beforehand.

11.3 An order variation restarts the periods for the affected part once the commencement requirements for that part are met. The periods restart for the entire assignment if the variation affects its performance as a whole. An administrative correction without an effect on performance does not restart the periods. Commencement and periods are applied separately to separately agreed batches or sub-assignments.

11.4 Calendar dates stated by Morvena to illustrate the planning are examples. For calculating performance time, the agreed working-day periods and their commencement rules take precedence over those dates.

11.5 Where only a target period is agreed, it is an estimate. Merely exceeding it does not automatically give rise to compensation or termination. Morvena remains obliged to perform within a reasonable period. If an overrun is anticipated or occurs, the parties discuss a binding maximum period taking account of customary reasonable periods for the nature, extent and circumstances of the assignment. Failure to agree does not suspend the obligation to perform within a reasonable period. Drying, curing, tests, remedial work, weather and environmental conditions, material availability and third-party performance can affect planning.

11.6 Where a target and maximum period are agreed, the target is a planning estimate and the maximum is the contractual limit for performance. Merely exceeding the target does not give rise to compensation or termination if the maximum is met. The circumstances listed for the target period may affect planning within that allowance but do not automatically extend the maximum. Extension requires agreement or an applicable contractual or statutory ground for suspension.

11.7 As soon as Morvena reasonably anticipates that a target or maximum period cannot be met, it informs the customer without undue delay of the cause, expected consequences and possible measures. This may be oral or written. The parties discuss a reasonable solution, such as rescheduling or agreed partial performance. A proposed change to a maximum period takes effect only with the customer's agreement, which may also be inferred from silence in circumstances demonstrating acceptance.

11.8 If the applicable maximum period or, in its absence, a reasonable performance period is exceeded, the customer first gives Morvena written notice, for example by email, and grants an appropriate additional performance period. This takes account of the remaining work and the technically necessary performance time. Claims arising from delay may be exercised only once that additional period has expired without performance and the other applicable requirements are met. Non-excludable statutory rights remain unaffected.

11.9 If the requested advance is not received in full by the agreed date or within the agreed period, or the components are not received within the agreed supply period, Morvena may require revision of the affected target and maximum periods even if commencement already shifts under the commencement provisions. The revision takes account of demonstrable effects on the provisional production slot, the next reasonably available production capacity and changed lead times for necessary materials. The affected provisional slot need not be kept available. This also applies to performance dates described as binding. Morvena informs the customer of the effects without undue delay. Following receipt of the advance and components, the assignment is rescheduled according to the next reasonably available capacity. The parties agree revised periods and any resulting illustrative dates, or cancellation and its settlement. Failure to agree does not confer a right to indefinite postponement; applicable contractual and statutory remedies remain available.

12 Subcontractors, suppliers and auxiliaries

12.1 Morvena may use subcontractors or partners for specialist services and third-party materials. Morvena remains the contractual point of contact for its own obligations.

12.2 To the extent permitted by law, non-contractual liability claims against Morvena’s directors, employees, independent collaborators, subcontractors, suppliers and other auxiliaries are subject to the same defences, exclusions and liability limits available to Morvena under this contract.

12.3 The customer secures from its own principals, project owner, end customer and other third parties claiming rights in the services through it the same lawful protection for Morvena and its auxiliaries as these

terms, insofar as legally possible. This does not require waiver of non-excludable third-party rights and is not an indemnity against the exceptions in article 25.4. Article 25.5 sets the limits of any indemnity.

13 Suspension and security

13.1 Morvena may suspend performance, purchasing, delivery or release where an invoice is overdue and unpaid, agreed security is missing, the client's creditworthiness demonstrably deteriorates, necessary information is not provided or safe and proper performance is impossible. Suspension is applied in good faith and proportionately to its cause. Article 16.2 applies to a disputed amount.

13.2 Reasonable, demonstrable costs and timing effects of justified suspension are borne by the customer insofar as its cause is attributable to the customer. Morvena states the reason and conditions for resumption.

13.3 Morvena may request appropriate security or advance payment even for amounts not yet due where objective circumstances create reasonable doubt about timely payment.

14 Cancellation and termination by the customer

14.1 In the event of full or partial cancellation by the client, outside a validly exercised right to terminate for breach or a separate termination arrangement under this agreement, the client gives written notice. Settlement concerns only the cancelled part. The client pays for work usefully performed, non-recoverable specially ordered materials and unavoidable commitments to third parties. In addition, 30 percent of the cancelled, unperformed net balance is due as a fixed allowance for reserved capacity, internal rescheduling, administration and lost margin. Those same heads of loss are not charged separately on top.

14.2 Instead of the fixed allowance, Morvena may prove and claim its higher actual loss. Saved costs, recoveries and alternative use are deducted. There is no double compensation. The total settlement does not exceed the price of full performance, plus separately payable additional work or other proven additional loss insofar as legally permitted. Advance payments and payments already received are credited in the final settlement. Any excess over the lawfully due final settlement is refunded.

14.3 Colours, samples and materials made specifically for the order cannot be taken back as ordinary stock insofar as they cannot reasonably be reused or recovered. Their treatment in the final settlement follows Articles 14.1 and 14.2. The parties agree which paid materials or pieces will be made available. Rights to recipes and technical know-how follow Article 27. Goods entrusted by the client do not become Morvena's property through cancellation; Articles 17 and 18 apply to retention and continued failure to collect.

15 Termination by Morvena

15.1 Morvena may terminate the contract wholly or partly after written notice of default and a reasonable cure period for a material customer breach. Fraud, an acute serious safety risk or a definitively irremediable breach may justify immediate termination. Mandatory insolvency rules apply; insolvency proceedings do not automatically result in termination contrary to those rules.

15.2 On termination for an attributable material breach by the client under Article 15.1, the services, costs and compensation lawfully due for the terminated part are settled under Article 14, preserving the prohibition on double compensation. The final settlement is immediately payable. Payments already received are credited. Where termination has another basis, the settlement rules applicable to that basis apply.

16 Invoicing and payment

16.1 Morvena may request deposits and interim invoices. An expressly agreed written payment term takes precedence. Otherwise the full due balance must be irrevocably received in Morvena's account by the end of the collection period under article 18.1 and in any event before earlier collection, dispatch or release. Failure to collect does not postpone that due date. Deposits and interim invoices are payable on their agreed due dates. Legally justified withholding in a dispute remains governed by article 16.2.

16.2 Invoice objections must be substantiated in writing within eight calendar days of receipt. Morvena examines a specific objection; only the seriously and reasonably disputed part may be withheld insofar as legally justified. The undisputed balance remains due. Expiry of this period is not irrefutable acknowledgement and does not remove rights that cannot validly lapse. Set-off is allowed only against a due counterclaim acknowledged by Morvena or finally established by a court, subject to mandatory law.

16.3 Non-payment on the due date automatically incurs, without formal notice, interest under the Belgian Act of 2 August 2002 on combating late payment in commercial transactions, the statutory forty-euro recovery fee, and reasonable recovery costs exceeding that amount.

16.4 For a material payment default, Morvena may accelerate other amounts already invoiced for completed services under ongoing orders with the same customer. This requires a written demand identifying the amounts and intended acceleration and allowing at least five working days after dispatch to pay the overdue undisputed balance or provide suitable security. A seriously and reasonably disputed part whose withholding is justified under article 16.2 does not by itself justify acceleration. Nor does a minor shortfall that does not reasonably endanger further payment. Morvena may proportionately suspend further services and retain goods insofar as the law permits. This does not automatically make the price of unperformed services payable.

16.5 Morvena may execute, deliver, release and invoice an order in technically or logistically meaningful parts. Each partial invoice is separately due under its payment terms. Acceptance, payment or use of one part does not waive rights concerning another part or require Morvena to release unpaid parts.

16.6 For payment by bank transfer, the relevant date is the date the amount is received in Morvena’s account. A payment instruction or proof of payment does not replace receipt. A partial payment does not postpone the due date of the remaining due balance. A payment arrangement only changes the original payment conditions insofar as the parties have expressly agreed to that change.

17 Retention of title and right of retention

17.1 Materials and goods sold by Morvena remain its property until all amounts under the relevant contract are fully paid. The customer keeps them identifiable and insures their replacement value.

17.2 To the extent legally permitted, Morvena has a contractual right of retention over all customer goods, documents and materials in its possession until all due claims arising from the business relationship, including costs and interest, are paid.

17.3 Collection by an employee, carrier or other third party requires compliance with the applicable payment conditions of Article 16.1 and sufficient evidence of authorisation. Release to that person constitutes delivery to the client.

18 Ready notice, collection and storage

18.1 Morvena gives provable notice when the goods are technically complete and actually available for inspection and collection. The client collects them within five working days after that notice, unless otherwise agreed. The first working day is the working day after dispatch; Saturdays, Sundays and Belgian statutory public holidays are excluded. The notice identifies the goods concerned, the collection deadline, the payment due date under Article 16.1 and the start of the agreed storage charge. For a partial release that is agreed or permitted under Article 16.5, the collection period applies separately to the goods concerned. A separate payment period does not change the collection period without express agreement.

18.2 From the sixth working day after a provable readiness notice, the storage charge per calendar day started is one thirtieth of the higher of: 75 euros per order or 35 euros multiplied by the number of square metres of floor space actually occupied, rounded up to whole square metres. All amounts exclude VAT. Once chargeable storage starts, Saturdays, Sundays and public holidays also count. The charge runs up to and including the day the goods concerned are collected or internal storage ends. Following partial collection, the floor space still actually occupied is used from the next calendar day; the minimum continues to apply once per order for as long as any goods from that order remain in chargeable storage. A change of calendar month does not trigger a new flat monthly charge. Reasonable necessary external storage, special protection and additional handling may be charged separately at rates communicated in advance; the same service is not invoiced twice.

18.3 Storage does not extend warranty or complaint periods and is at the customer’s risk, except for Morvena’s proven fault. Storage fees and the full order price remain due. Non-payment has the consequences in articles 13, 16 and 17.

18.4 If goods remain uncollected, Morvena may, after written notice of default and a final reasonable period, store them externally at the customer’s cost and risk. Sale, processing, removal or destruction is a last resort only as permitted by law, after all required notices and periods have been observed and when continued storage cannot reasonably be required of Morvena.

19 Workshop delivery and transfer of risk

19.1 Unless otherwise agreed, delivery is at Morvena's workshop, Industrieweg-Zuid 1360, Zonhoven. Before release, Morvena demonstrably invites the customer to inspect with sufficient time, light and access to relevant visible faces and agreed references. Even where Morvena or a third party transports, the customer is expressly advised to inspect personally at the workshop beforehand.

19.2 For B2B outgoing goods, risk transfers when the customer or its appointee receives them or loading starts, whichever is earlier. Article 20 applies to collection at the customer's premises and all transport movements. Risk transfer, acceptance of the finish and recording transit damage are distinct events.

19.3 Visible defects, quantities and discrepancies reasonably discoverable by thorough inspection in the offered conditions must be specifically reserved in writing before loading starts. Without such reservation they are finally accepted at the start of loading and at the latest when goods leave the workshop. Claims for repair, price reduction and compensation concerning those visible matters lapse. This also applies where, after a real inspection opportunity, the customer declines to inspect or delegates inspection wholly or partly to an employee, carrier or other third party.

19.4 The client arranges an authorised and sufficiently competent inspector. Limited expertise or inspection authority of its carrier does not extend the inspection period: the client must then inspect in person beforehand, appoint an expert or request postponement before release. Forfeiture does not cover a hidden defect, an intentionally concealed defect, a defect that could not be identified due to lack of reasonable inspection access, or new damage arising only during loading or transport. The exceptions in Article 25.4 remain applicable.

20 Packaging, transport, installation and on-site work

20.1 Transport is not part of the finishing assignment and is not included in its performance periods. Collection of goods still to be treated is agreed separately in advance; transport of finished goods is agreed separately and specifically after the readiness notice. Packaging, crates, return racks, loading, securing, unloading, installation and on-site work only form part of the agreed services insofar as expressly included. For each trip, the goods, collection and delivery locations, provider, price or free-of-charge nature and allocation of tasks are agreed. Agreements on goods value, liability and insurance follow Articles 5.4 and 20.3 to 20.7.

20.2 Where the customer or a carrier directly appointed by it transports, the customer bears transport and packaging risks from the start of loading until unloading ends. It selects a suitable vehicle, protective materials, qualified personnel and appropriate insurance. Morvena's assistance does not change that allocation, subject to article 20.7.

20.3 Morvena does not seek to carry out transport. At the business customer's express request, it may exceptionally accept collection or delivery as an additional customer service, with or without reimbursement of costs. The customer may use a professional carrier. A charge for time, vehicle or personnel includes neither a risk premium nor goods insurance. This description does not alter any mandatory legal classification arising from actual performance.

20.4 Where Morvena collects or delivers at the business customer's express request as an ancillary service, the customer bears the risks of accidental loss, damage, breakage, scratches, theft, fire, weather and delay from the start of loading at collection to completion of unloading at destination, on both incoming and outgoing trips. Morvena excludes liability for its own or its auxiliaries' ordinary minor negligence in that ancillary service only insofar as the actual transport role and applicable law permit and without depriving an essential obligation of substance. The customer arranges appropriate goods insurance. Lack of customer insurance does not extend Morvena's liability. The exceptions and mandatory rules in article 20.7 always prevail.

20.5 Where mandatory transport law applies, liability, loss calculation, limits and loss of entitlement to limitation are assessed under that law. If no such mandatory regime applies and the exclusion in article 20.4 cannot apply but a limitation is permitted, the trip's cap agreed in writing before acceptance applies. Otherwise compensation for proven direct loss is capped at the trip's net charge; for a free trip linked to a finishing order, the fallback cap equals the agreed net finishing price of only the transported components affected by the loss event. If that price is not separately identifiable, it is determined under the allocation rules of article 25.3. The aggregate limit per order in article 25.3 and the exceptions in article 20.7 remain applicable. A standalone free trip without a finishing order is accepted only after a separate written agreement on liability and insurance. Article 20.7 always applies.

20.6 Where an external carrier is used, the parties establish before booking who contracts for transport. Morvena acts in the customer's name and on their behalf only under a clearly disclosed prior mandate; the carrier's identity and terms are then disclosed and accepted in advance. Morvena remains responsible for its own attributable errors in the agreed intermediary service, within articles 25 and 20.7. Where Morvena contracts in its own name or undertakes carriage itself, its duties are assessed according to that actual role and applicable law. Calling it an intermediary or ancillary service does not by itself change that role.

20.7 No article 20 exclusion or cap applies to fraud, intentional misconduct or gross negligence by Morvena or auxiliaries engaged for transport, death or personal injury, depriving an essential obligation of its substance, or where mandatory transport law forbids it. The CMR Convention and mandatory national transport rules apply when their conditions are met. Calling the service a customer service, free transport or an ancillary service does not exclude those rules.

20.8 On site, the client provides safe access, the agreed loading and unloading equipment, a suitable parking space, permits required for its location and correct information about weight, dimensions, accessibility and special circumstances. The agreed collection or delivery location determines the scope of movement; carrying on stairs, lifting, disassembly, assembly and movement within buildings are only included insofar as expressly agreed. Morvena may refuse or interrupt unsafe transport or handling. Where agreed facilities are missing or client information is incorrect, the parties may agree adjusted performance. Reasonable waiting time, wasted journeys and additional work are charged under the agreed rates and change procedure insofar as the cause is attributable to the client.

21 Drying, curing and use after delivery

21.1 Dry enough to handle or transport does not mean fully chemically or mechanically cured. The customer observes stated waiting periods and avoids stacking, tight wrapping, installation, cleaning, loading, moisture, heat, chemicals and other risky treatment until full cure.

21.2 Damage or impressions are excluded from the commercial warranty insofar as caused by premature handling, unsuitable spacers, tape, film, packaging or installation. This exclusion does not affect a defect caused by Morvena's workmanship error and not attributable to those circumstances.

21.3 Where the client requests accelerated release, Morvena assesses whether this is technically responsible and communicates the reasonably foreseeable consequences. The client bears the risks caused by the agreed accelerated release, within the limits of Articles 23.3 and 25.4.

22 Acceptance and complaints

22.1 Inspection, the recommendation for personal advance inspection and forfeiture regarding visible matters are governed by Articles 19.1 to 19.4. The client communicates every reservation specifically in writing by component, location and nature before loading starts, on the collection record or through other retainable written communication to Morvena. A carrier performing only a logistical check does not replace technical inspection; the client bears the consequences of that choice within the limits of Article 19.4.

22.2 A non-visible defect is reported in a reasoned written notice within five working days of discovery, with project number, component code, description and photos where possible. Missing that deadline alone does not automatically extinguish every claim or the commercial warranty. If Morvena proves that delay prejudiced investigation, repair opportunities or mitigation, that prejudice is considered only to the extent attributable to the late report. Avoidable additional damage caused by late reporting is not borne by Morvena insofar as legally permitted. The other cover conditions and duration in article 23 remain applicable. No mandatory statutory period is shortened. The customer preserves the component and relevant evidence and takes reasonable measures to prevent further damage.

22.3 Failure to inspect, incomplete inspection or third-party collection does not extend the visible-reservation deadline where Morvena offered a genuine reasonable inspection opportunity. Matters reserved in writing remain subject to the agreed follow-up. Article 19.4 exceptions are not displaced.

22.4 Before repair, dismantling, destruction or third-party intervention, Morvena must have a reasonable opportunity to examine the goods and circumstances. Without it, claims lapse insofar as the existence, cause or extent of the defect can no longer be reliably established as a result.

22.5 Investigation or work outside covered warranty or another obligation of Morvena is chargeable where the price or calculation method has been communicated and accepted in advance. Rejection of a complaint alone does not make investigation costs payable. An investigation assignment does not itself acknowledge liability or warranty coverage.

23 Commercial B2B warranty

23.1 Morvena grants a commercial warranty for 12 months from release at the workshop for demonstrable workmanship defects in its own services. For this warranty, the release date is the date stated in the written readiness notice on which the agreed finishing is technically complete and actually available for inspection and handover. A merely planned production date does not constitute release. Later collection at the client's request does not postpone that date. For partial release, the date applies to the components concerned. The covered workmanship defect must become apparent during the warranty period and be reported under Article 22.2. This warranty does not create a broader obligation to achieve a specific result.

23.2 Within the agreed build-up and conditions of use, cover includes abnormal loss of adhesion, blistering, flaking or a substantial deviation from a binding written reference caused by Morvena's fault.

23.3 The commercial warranty does not cover a defect insofar as caused by substrate defects or movement; customer design or preparation; unknown previous products; silicone, wax, oil, glue or contamination; moisture, heat, UV, outdoor use without a suitable system, impact, scratches, wear, chemicals or unsuitable care; transport, storage or installation; use before full curing; or third-party alterations or repairs. The exclusion concerns only the defect thereby caused and does not end cover for independent workmanship errors by Morvena. Agreed acceptable differences and natural evolution in wood, veneer, colour, gloss, texture, metallic effect and patina are not in themselves workmanship errors. This article does not restrict rights that cannot lawfully be excluded.

23.4 For customer materials or customer-specified products, Morvena warrants careful processing only, not their intrinsic properties, compatibility or durability. A longer or technical system warranty applies only following express written confirmation and within the manufacturer's conditions and the agreed complete build-up.

23.5 The commercial B2B warranty depends on full and timely payment for the order. For an overdue unpaid amount, Morvena sends a written demand stating the undisputed balance, payment details and applicable warranty consequences. The full balance not subject to a serious, reasoned dispute must be irrevocably received in its account within five working days after dispatch. The first working day is the working day after dispatch; Saturdays, Sundays and Belgian public holidays are excluded. The deadline is 23:59 on the fifth working day. Non-payment permanently ends the warranty if the demand expressly warned of this, subject to the following exception. Where the remaining undisputed balance at the deadline is no more than 10 per cent of the total agreed VAT-inclusive order price, only performance of the warranty is suspended until payment. Even outside that numerical exception, permanent forfeiture is not applied where it would be manifestly disproportionate to the amount and circumstances of the breach. A part subject to a serious, reasoned dispute is not counted for the sanction while that dispute remains unresolved; the undisputed balance remains payable. Following permanent forfeiture, late payment does not restore the warranty unless Morvena agrees otherwise in writing.

23.6 Permanent forfeiture does not affect defects correctly reported before the demand's deadline or liability or rights that cannot lawfully be excluded. Where only suspension applies, the customer may continue to report defects; after full payment, timely reported defects covered during the original warranty period are processed. Suspension does not extend that period. Morvena may suspend handling only where legally justified. This regime concerns only the voluntary commercial B2B warranty and does not apply to consumers.

24 Remedies for an attributable defect

24.1 For a timely and valid complaint, Morvena first has the right to examine the affected component and, at its choice, repair, refinish or re-perform the relevant service within a reasonable period.

24.2 Only if repair or re-performance is impossible, clearly disproportionate or unsuccessful after a reasonable attempt is the customer entitled to a proportionate price reduction or refund of the net price of the affected defective portion.

24.3 The remedy is in principle performed at Morvena's workshop. Dismantling, reinstallation, site work, packaging, transport, accommodation, production downtime and third-party services are excluded unless Morvena accepts them in writing beforehand or mandatory law requires otherwise.

24.4 The customer may not engage a third party to repair at Morvena's expense without prior written consent, except where an urgent need to prevent further damage immediately is proven.

24.5 Repair or reperformance under the commercial warranty concerns the components affected by the covered workmanship defect and does not automatically entail renewal of the entire order or reworking of

unaffected components. Morvena performs the work needed to properly restore the agreed finishing of the component concerned. The original commercial warranty expiry date remains applicable; a new full period only arises if Morvena promises it in writing. Liability for a fault in the repair itself and statutory rights that cannot be excluded remain unaffected.

25 Liability

25.1 Morvena is liable only for direct, foreseeable and proven loss immediately resulting from an attributable contractual or non-contractual fault.

25.2 Within legal limits, Morvena is not liable for indirect or consequential loss, including lost profit or turnover, production or use, opportunities, contracts or customers, reputational loss, financing costs, internal staffing costs, penalties or compensation owed to third parties, replacement production or temporary facilities, or other incidental commercial loss.

25.3 Before acceptance of the order, the parties may agree a separate liability cap in writing. In the absence of such express agreement, the total contractual and non-contractual liability of Morvena and its auxiliaries together, per order and for all related losses collectively, is limited to the agreed net price excluding VAT of only the directly damage-causing part of the service. That price is determined first by the separately agreed price of that part or an objective allocation method agreed in advance. Failing that, the price is calculated in proportion to the number of treated square metres of the components concerned relative to the total number of treated square metres covered by the relevant price item. For different treatments, allocation takes place within the corresponding treatment; the same area is not counted more than once within the same treatment because of multiple coats. In the absence of separate price items, the total net price of the finishing service is allocated in that area ratio. The quotation or component list records the measurement method and areas; additional undamaged components are not included in the numerator. For services that cannot reasonably be measured per square metre, a separate price or objective allocation method is agreed before acceptance. The value of the entrusted goods and higher insurance coverage do not automatically increase the cap. The exceptions in Article 25.4 remain fully applicable. Article 20 applies to transport. The cap concerns damages. It does not limit repair or re-performance owed by Morvena under article 24, or repayment of amounts not due under the applicable settlement arrangements.

25.4 Exclusions and caps do not apply to fraud, intentional misconduct or gross negligence by Morvena or its auxiliaries, harm to life or physical integrity, or where they would deprive an essential obligation of its substance. They also do not apply where mandatory law prohibits them.

25.5 The customer indemnifies Morvena against claims by its principals and other third parties insofar as caused by the customer’s attributable fault, incorrect instruction or unauthorised promise concerning Morvena’s services and exceeding what the customer could lawfully claim from Morvena itself. The indemnity does not cover damage attributable to Morvena’s or its auxiliaries’ own fault for which liability is not lawfully excluded or limited, and never shifts the exceptions in article 25.4 to the customer. For concurrent causes, the customer bears only its attributable share. Morvena reports a claim promptly and gives the customer a reasonable opportunity to participate in the defence; without prior consent it does not settle on terms increasing the customer’s indemnity obligation.

25.6 The client takes reasonable steps to limit avoidable damage and provides the reasonably available information needed to investigate the cause and extent of a claim. The same damage is not compensated more than once under different legal grounds. Repair, price reduction or compensation already provided by Morvena is only taken into account insofar as it has actually compensated the same damage. Statutory rights of insurers and other third parties remain unaffected.

26 Force majeure and unforeseen circumstances

26.1 Where performance is impossible for a reason not attributable to the affected party, the affected obligation and its running target and maximum periods are suspended for as long as and to the extent that force majeure prevents performance. The unforeseeable and unavoidable nature of the impediment is taken into account. The affected party informs the other without undue delay, explains the specific impediment and expected duration and takes reasonable measures to limit its effects. Once the impediment ends, the remaining portion of the period resumes.

26.2 If temporary force majeure lasts longer than sixty calendar days, either party may terminate the affected unperformed part in writing without compensation for that termination. Useful completed work and demonstrable costs due under law or contract are settled; advances for services not due are refunded. Statutory consequences of definitive impossibility and non-excludable rights to earlier termination remain

unaffected. This provision does not cover a party's own intentional misconduct or gross negligence and does not extinguish liability already incurred.

26.3 If an unforeseen change makes performance excessively onerous, either party may request renegotiation when the statutory conditions are met. A request alone does not confer an unrestricted right to suspend performance or payment. If no agreement is reached, the statutory remedies apply.

27 Intellectual property and technical knowledge

27.1 Rights to recipes, process descriptions, test results, experimental developments, renders, drawings, photographs and other proprietary documents and technical know-how developed by Morvena remain with Morvena, unless otherwise agreed in writing. Payment for finishing or provision of a sample or document does not itself transfer those rights or create an obligation to disclose recipes and process know-how. Rights of the client or third parties to their own goods and supplied information remain unaffected.

27.2 Payment gives the client the right to use the supplied result for the agreed project. Reproduction of confidential technical documentation, analysis with a view to imitation, transfer of recipes or use of Morvena documentation for performance by third parties requires prior written permission. Normal use, maintenance and repair of the finished goods are permitted; necessary use and safety information is provided.

27.3 Morvena may retain and reuse project-specific colour and finishing information for care, repair, reproduction and quality assurance, with as little personal data as possible.

28 Confidentiality

28.1 The parties keep reasonably confidential non-public technical, commercial and project information confidential. They use it only for the contract and share it only with those needing it who are bound by confidentiality.

28.2 This obligation excludes information already lawfully known or public, independently developed or legally required to be disclosed.

28.3 The customer timely communicates project embargoes and specific confidentiality agreements. Reciprocal protection of recognisably confidential information applies even without notification.

29 Project images, references, location and customer identity

29.1 Morvena may use business project images of its own work for portfolios, website, social media and presentations where rights and the applicable legal basis permit. Before release, the business customer may object or request anonymisation or an embargo. This contractual publicity arrangement is not automatic consent from identifiable people, owners, designers or photographers.

29.2 Naming the customer and general location is agreed separately in the order confirmation. Without a selection, Morvena publishes no customer name or identifiable location. Exact private addresses, security information and confidential information are not published without separate valid agreement.

29.3 Where required, separate freely given, specific consent is requested for targeted photographs and publication of identifiable people. Refusal does not affect price or performance. Data subjects’ applicable rights remain preserved.

29.4 The client reports rights and restrictions of the end client, owner, project owner and designer and only grants permissions it is authorised to grant.

29.5 Consent may be withdrawn prospectively via info@morvena.be. Morvena handles withdrawal, objection and deletion requests under applicable rules. Prior lawful processing does not thereby become unlawful retrospectively. No penalty or usage charge is imposed for exercising privacy rights.

29.6 Morvena may record and retain necessary project images and technical findings for performance, quality control, handover and handling or evidencing complaints and claims, in accordance with applicable privacy rules.

30 Personal data

30.1 Morvena processes necessary contact, project, invoicing and technical data for quotations, performance, statutory obligations and legitimate file follow-up. The privacy information made available to the client explains purposes, legal bases, recipients, retention periods or their determining criteria and rights.

30.2 The customer supplies only necessary, lawfully obtained personal data and, where required, informs relevant employees and third parties of disclosure to Morvena.

31 Notices and evidence

31.1 Written communication includes letters and emails to the latest communicated contact details. Operational arrangements through messaging apps apply only where sufficiently clear and sent by an authorised person.

31.2 Quotations, confirmations, emails, production sheets, measurements, work orders, collection records, photographs, digital logs and accounts may serve as evidence. The parties accept electronic signatures and durable digital copies.

31.3 The parties report changes to contact details in good time and use the last confirmed addresses. Sending alone is not conclusive proof of receipt.

32 Invalidity, waiver and assignment

32.1 An invalid or unenforceable provision is not applied. The remainder continues where it can subsist without that provision. Replacement occurs only insofar as permitted by law.

32.2 Failure to exercise a right immediately is not a waiver.

32.3 The customer may not transfer the contract or rights without Morvena’s prior written consent. Morvena may transfer the contract within its group or on transfer of its activity, provided performance and customer rights are not substantially reduced.

33 Applicable law, language, survival and jurisdiction

33.1 Belgian law exclusively applies, excluding the UN Convention on Contracts for the International Sale of Goods insofar as permitted by law.

33.2 The parties first try to resolve disputes amicably at management level. This does not prevent urgent protective measures or recovery of undisputed debts.

33.3 The courts of the judicial district of Limburg, Hasselt division, have exclusive jurisdiction, subject to mandatory jurisdiction rules.

33.4 Where these terms or a professional customer contract are available in several languages, the Dutch version prevails in case of differences in meaning or interpretation, unless Morvena designates another authentic language version in writing. Translations are an aid and do not amend the Dutch text.

33.5 After performance, termination or dissolution, provisions on payment, retention, intellectual property, confidentiality, project publicity, personal data, evidence, warranties, liability limits, indemnities, applicable law and disputes survive.