

General terms and conditions one-off maintenance and/or repair



The present general conditions govern the one-off orders for repair or maintenance of 'VAILLANT' brand heating appliances, entered into between VAILLANT and the customer. These general conditions are supplemented by the special conditions as well as the invoice conditions of each invoice sent to the customer by VAILLANT. No other contractual documents are applicable to this contractual relationship between VAILLANT and the customer.

ARTICLE 1: DEFINITIONS

In these general terms and conditions, the following terms shall have the following meanings:

- VAILLANT: Vaillant Group Belgium SA with its registered office at Golden Hopestraat 15, 1620 Drogenbos, RPR (Brussels), VAT BE0401.874.760 whose registered office or name may be changed from time to time without entailing any amendment to these general terms and conditions of this;
- Special conditions: the special conditions stipulated in VAILLANT's order confirmation;
- Services: services such as (but not limited to) repair, commissioning, gas conversion, periodic inspection, energy audit/advice or maintenance services provided by Vaillant;
- Repair of the appliance: the replacement or repair of any defective part or any part of the appliance worn by normal use except for the casing of the appliance;
- Customer: the natural person who requests maintenance and/or repair services from VAILLANT;
- User: the personal user of the device, other than the customer, who has unrestricted and free access to the place where the device is located (e.g. the tenant);
- Normal use of the appliance: using the appliance in accordance with the manual and the specifications of the appliance (e.g. in terms of the capacity of the appliance for the room to be heated or quantity of water);
- Maintenance Date: the date on which maintenance is carried out by VAILLANT as determined in accordance with clause 2.1;
- Appliance means the customer's 'VAILLANT' brand heating appliance(s) as identified in the Special Conditions located at the place as indicated in the Special Conditions;
- Fee: the fee paid for performing the services;
- Website: www.vaillant.be

ARTICLE 2: TIME OF SERVICE

- 2.1 Services are performed only on working days (being all days except Saturdays, Sundays and legal holidays) during office hours (as published on the website). Repairs can be carried out on Saturdays for a fee. Following a telephone call or e-mail from the customer, a date will be agreed for the technician's intervention.
- 2.2 However, these provisions are without prejudice to the fact that VAILLANT is free to make one or more additional appointments with the customer or the user in order to carry out its services should it appear at an appointment that this is necessary (e.g. because the required piece is not immediately available). In such a case, the travelling expenses and the first half-hour for this additional intervention are included in the compensation already paid.
- 2.3 The Client undertakes to be present on site at the time of the appointment. In case of cancellation by the client less than 24 hours before the time of the appointment, the client shall inform VAILLANT of this and a fixed fee of EUR 54,45 (incl. VAT) shall be charged to the client. Should the customer fail to give VAILLANT sufficient advance notice of his absence and this absence is established on site during the visit by the technician, a flat-rate compensation of 108,90 EUR (incl. VAT) will be charged.

ARTICLE 3: EXCLUDED PERFORMANCES AND FORCE MAJEURE

- 3.1 Performance in performance of the services will not be provided and thus not covered by the compensation: (a) if the defective operation of or damage to the appliance was caused (i) by external causes not inherent in or attributable to the appliance itself (including, but not limited to, lack of water, gas or electricity, poor gas quality or poor evacuation of combusted gases, overheating, freezing, fires, flooding, lack of or poor method of chimney cleaning, scale or mud, poor condition or fouling of the pipe system connected to the appliance, ventilation or the evacuation pipe of the combusted gases) or (ii) due to the intervention of third parties or due to an error, reckless act or no normal use of the appliance by the customer, the user or their agents or (iii) due to the unjustified refusal by the customer or the user to have defective parts of the appliance replaced; or (b) when access to the appliance is impeded, when VAILLANT or one of its appointees finds that he does not have ergonomic, hygienic and safe access to the appliance or the repair could not be carried out due to the fault of the customer or user. However, this does not affect the fact that the indemnity remains due for the intervention where VAILLANT has established that one or more of the aforementioned events has occurred and thus remains definitively acquired.

- 3.2 In addition, VAILLANT shall not be liable if it is unable to execute the performances in accordance with the conditions stipulated herein due to force majeure, being the situation in which the execution is prevented by circumstances beyond the control of VAILLANT, including, but not limited to, depletion of stock, delays in or absence of deliveries from suppliers, or weather, health or safety conditions having such an effect (e.g. storms, epidemics, terrorist attacks, war, crisis). In case of force majeure, VAILLANT's commitments shall be suspended. VAILLANT shall in such case write to the customer of the force majeure and make all reasonable efforts to limit the consequences of the force majeure. Should the force majeure last longer than two months, the customer shall be free to cancel his request for intervention without court intervention and without compensation, by means of a registered letter to VAILLANT.

ARTICLE 4: REMUNERATION AND TIME OF PAYMENT

- 4.1 The remuneration may be paid either on site in cash (bancontact) or, if so agreed with the customer, subsequently by payment of an invoice remitted by VAILLANT and thus in accordance with the relevant invoice terms. Every performance and every delivery of goods, other than those provided in the context of the performances mentioned in clause 2.2, shall be immediately payable in cash at the time of delivery of the performances or goods, unless otherwise agreed with VAILLANT.
- 4.2 In the event that a maintenance or repair was carried out before payment of the contract invoice, Vaillant Group Belgium NV may engage a collection agency to collect the invoices. If the invoice is not paid within 20 days of a payment reminder being sent, a lump-sum compensation may be claimed of: a) €20 if the balance due is less than or equal to €150; b) €30 plus 10% of the amount due on the tranche between €150.01 and €500 if the balance due is between €150.01 and €500; c) €65 plus 5% of the amount due on the tranche above €500 with a maximum of €2,000 if the balance due is above €500.
- 4.3 In the event of a remote agreement or an off-premises sale in the sense of the Economic Law Code (as amended from time to time), the Consumer shall be entitled to notify VAILLANT that he renounces the purchase, without payment of any penalty and without giving any reason, within fourteen calendar days from the day following the conclusion of the contract, notwithstanding the provisions contained in article 2.3. This shall be communicated to VAILLANT by means of a letter, see annex. If the compensation has already been paid, VAILLANT shall, upon exercising this right of withdrawal, refund the paid compensation within thirty days following the withdrawal. However, this right of withdrawal cannot be exercised if, at the request of the customer or the user, the services under this contract have already been performed before the end of the aforementioned withdrawal period.

ARTICLE 5 : LIABILITIES AND OBLIGATIONS OF THE CUSTOMER

- 5.1 The customer guarantees the good condition of the various elements for the normal functioning of the appliance (such as but not limited to: checks and mandatory inspections, chimney cleaning, evacuation of burnt gases, protection of pipes of all kinds) as well as the clearance and putting back of loose objects that obstruct access to the appliance. The customer shall guarantee the free, unhindered, safe, ergonomic and hygienic access for VAILLANT and its appointees to the appliance and shall guarantee the safety and the conditions under which VAILLANT and its appointees must perform their services.
- 5.2 The customer undertakes, in case of damage for which he considers VAILLANT liable, to limit this damage as much as possible and to inform VAILLANT thereof at the latest within five working days after the determination of the damage.
- 5.3 The customer assures that the user will also fulfil the preceding commitments.
- 5.4 The customer guarantees and warrants the conformity of the appliance, the installation and use of the appliance in accordance with the legal provisions and/or applicable installation standards and regulations and the manual. Should VAILLANT or its appointees determine that the appliance was not installed in accordance with the legal provisions and/or applicable installation standards and regulations and/or the manual, or at the time of the determination is in conflict with the applicable legal provisions and/or applicable installation standards and regulations and/or the manual, it shall be entitled to suspend its performance with immediate effect. The customer shall submit the inspection report he received upon installation when requested by VAILLANT. VAILLANT shall be entitled to request from the customer a certificate of conformity for the appliance before performing its performances. The customer acknowledges to be aware of the fact that in certain cases VAILLANT and/or its appointees are prohibited or advised against carrying out maintenance or repairs on the appliance if the appliance is not in conformity with the applicable legislation and installation standards and/or regulations, or should immediately switch off the appliance. In such cases, VAILLANT cannot be held liable in any way for the non-performance of the maintenance or repair.

- 5.5 If the Customer acts in his capacity as owner of the property in which the device of which he does not have the personal use is located, he is obliged to communicate to VAILLANT the names of the user(s) and the location of the device in the property as well as the precise characteristics of each device. The customer guarantees that he has the consent of the user for the transmission of his name, address of the device and, if applicable, his GSM or telephone number, and undertakes to transmit to the user the contents of the privacy notice, as mentioned below. The Customer acknowledges to be aware of the fact that VAILLANT cannot be held liable for the non-performance of the maintenance and/or repair if the identity of the User and/or his data would not have been communicated or would be erroneous, or if a change therein was not communicated to VAILLANT.
- 5.6 Notwithstanding articles 5.90, 5.91 and 5.92 Nieuw B.W. and the right of termination provided above, VAILLANT, in case of a breach of the above-mentioned commitments or any other commitments of the customer, reserves the right to suspend its performances until the fulfilment of the commitment(s) by the customer (if still possible), and this without judicial intervention and without prior notice of default or payment of any damages. This suspension will be notified to the customer by registered letter. This is without prejudice to VAILLANT's right to claim any sums due and damages for the default(s).
- 5.7 Any lack of conformity in the delivered services or goods shall be notified by the customer to VAILLANT by registered letter within a period of two months from the observation of the defect, failing which the customer shall lose his right to lodge a claim for lack of conformity against VAILLANT.
- 5.8 The customer shall be liable for all damages which he himself, or the user, or VAILLANT or their appointees, may suffer as a result of a shortcoming attributable to the customer or the user in the fulfilment of the obligations resulting from the customer's application for the services.
- 5.9 It is the customer's responsibility to ensure compliance with the statutory maintenance cycle.

ARTICLE 6: LIABILITY OF VAILLANT

- 6.1 Except when and to the extent that provisions of mandatory law concerning (product) liability or public policy would dictate otherwise, and except in case of intentional, gross or serious fault or deceit on the part of VAILLANT or its appointees, VAILLANT shall not be held to compensate any damage or loss, of any nature, to any movable or immovable property or person loss of business or consequential damage on the part of the customer, user or any third party whose damage is caused directly or indirectly by any product or service supplied by or on behalf of VAILLANT or which is caused directly or indirectly by any use, application, processing, storage, preservation, composition or installation of such product or service.
- 6.2 Without prejudice to article 6.1, the total contractual and extra-contractual liability of VAILLANT shall in any case always be limited to EUR 1,000,000 per claim. In any case, VAILLANT cannot be held liable for unforeseeable or immaterial, indirect or consequential damages.
- 6.3 The exclusion and limitation provided in clauses 6.1 and 6.2 shall not apply to the legal liability of VAILLANT in case of death or bodily injury of the customer.
- 6.4 VAILLANT cannot be held liable for loss or damage caused directly or indirectly by improper use of the supplied products or services, or by the use of these products or services for a purpose other than that for which they are suitable according to objective criteria, the instructions or for a purpose other than that for which they are reasonably expected to be used.
- 6.5 The customer shall indemnify VAILLANT against all claims for damages asserted by third parties in respect of damage caused in any way by the unlawful or careless use of products and services supplied to the customer by VAILLANT.
- 6.6 VAILLANT acknowledges no liability in connection with the conformity of the installation of the appliance.
- 6.7 This clause 6 shall continue to apply after the services have been provided.
- 6.8 For the purposes of this article, "auxiliary persons" shall mean any natural person or legal entity entrusted by one of the parties with the performance, in whole or in part, of a contractual obligation entered into by one of the parties, and this throughout the entire contractual chain, such as subcontractors, employees, directors, etc. The parties waive any non-contractual liability claims by one party against the other as well as against auxiliary persons for damages caused by the non-performance of this contractual obligation. The present article is without prejudice to statutory provisions of public policy or mandatory law. The auxiliary persons, as third-party beneficiaries, may invoke declarations of this article.

ARTICLE 7: MISCELLANEOUS

- 7.1 If any provision (or part thereof) of these general terms and conditions should be unenforceable or in conflict with any provision of mandatory law, this shall not affect the validity and enforceability of the other provisions or that part of the relevant provision that is not unenforceable or in conflict with any provision of mandatory law. In such a case, the parties will negotiate in good faith to replace the unenforceable or conflicting provision with an enforceable and legally valid provision that is as close as possible to the purpose and scope of the original provision.
- 7.2 VAILLANT shall be entitled to transfer its rights and obligations under this agreement to a third party, without the prior consent of the customer. In such case, VAILLANT shall inform the customer in writing of the transfer. Except with the written consent of VAILLANT, the customer cannot transfer its rights and obligations under this agreement.
- 7.3 Any communication under this agreement, including complaints to VAILLANT shall be addressed to the address mentioned in the Special Conditions, After-Sales Service. Any communication under this agreement to the Customer or User shall

be made to the respective address mentioned in the Special Terms and Conditions. Any change in the address to which communication is to be made shall be notified to the other party by letter.

ARTICLE 8: DISPUTES

- 8.1 Disputes arising from the agreed intervention shall be governed by Belgian law. In the event of disputes, only the courts of Brussels shall have jurisdiction.
- 8.2 In case of complaints, the customer can contact VAILLANT via the contact details mentioned on the first page.
- 8.3 In the case of a distance contract concluded online, the customer may also submit any complaints via the platform made available by the European Commission at the following address: <http://ec.europa.eu/consumers/odr/>. The European Commission will then transfer the complaints to the competent national authorities.

NOTICE ON PROTECTION OF PERSONAL DATA

- 1 VAILLANT will process personal data of the Customer and the User within the framework of the contractual relationship with the Customer. The personal data to be collected are: surname, first name and address of the Customer, surname, first name and address of the User and location of the appliance (including floor), GSM or telephone number of the Customer and/or User, choice of language, e-mail address and details of services to be carried out or performed, year of construction of the property and VAT number. Refusal to provide the aforementioned personal data will result in the impossibility for VAILLANT to provide its services.
- 2 The customer, and the user through the customer, is hereby informed that VAILLANT will process these personal data in accordance with the conditions stipulated in this notice. The personal data communicated by the Customer shall be processed in accordance with the provisions of the General Data Processing Regulation and other applicable legislation.
- 3 VAILLANT hereby acts as the controller and will process the personal data for the following purposes: (i) customer administration, processing and follow-up of performed or to be performed services and appointments, (ii) promotion (direct marketing - for all details on the use of personal data for a direct marketing purpose, see <https://www.vaillant.be/over/algemene-informatie/privacy-policy/> of the goods and services offered by VAILLANT or its group companies and (iii) market studies or statistical purposes. The purposes mentioned under (i) are carried out within the framework of the execution of the agreement with the customer. The purposes mentioned under point (ii) are carried out on the basis of VAILLANT's legitimate interest to promote its products and services. Where legislation requires consent, VAILLANT will explicitly request consent. The data subject has the right to withdraw consent at any time. The withdrawal of consent shall not affect the lawfulness of processing based on the consent before its withdrawal. The purposes mentioned in point (iii) shall be carried out on the basis of the legitimate interest of VAILLANT in order to improve the quality of the services provided by VAILLANT and its group companies.
- 4 VAILLANT may communicate personal data of the customer or the user to service providers who process such personal data in its name and on its behalf for the above-mentioned purposes and undertake to process the personal data in accordance with the applicable legislation and the instructions of VAILLANT and (ii) to take the appropriate technical and organisational measures in order to protect the personal data. VAILLANT may also communicate personal data of the Customer to group companies to the extent necessary for the achievement of the above-mentioned purposes of processing. The communication of personal data by VAILLANT to such recipients may result in such personal data being transmitted to or made accessible to foreign countries (including, without limitation, Germany). However, VAILLANT undertakes not to transmit or make accessible the personal data of the Customer to recipients outside the European Economic Area.
- 5 VAILLANT keeps personal data as long as necessary for the purpose for which they were collected and in compliance with the legal retention and limitation periods.
- 6 Each customer and user has the right to request access to his/her personal data as well as the right to request rectification in case of inaccuracies. Every customer and user also has the right to object, free of charge, to the processing of his/her personal data for promotional purposes. Under the modalities provided for by the General Data Protection Regulation, each customer and user also has the right to have his/her data erased, request restriction of processing or portability. These rights can be requested via a dated and signed letter addressed to VAILLANT as stipulated in Article 7.3 of the General Terms and Conditions or by e-mail privacy@vaillant.be. In each case, please attach a copy of the front of your identity card to your request so that your identity can be verified. This ensures that no strangers can access or have your personal data changed. Every customer and user also has the right to complain to the Data Protection Authority.

Notice of revocation



Please complete this form only if you wish to revoke your contract regarding the provision of maintenance and/or repair services in accordance with Article 4.3 of the general terms and conditions.

To Vaillant Group Belgium NV - Golden Hopestraat 15 - 1620 Drogenbos

I/We (*) hereby give notice that I/We (*) withdraw from the following contract concerning the provision of maintenance and/or repair services(*).

Date of contract closure: _____ / _____ / _____

Contract number (ORD number): _____

Address(es) of consumer(s) (*): _____

Signature(s) of consumer(s) (only if notified on paper) :

Date :

(*) Delete where necessary.

Vaillant Group Belgium NV

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