

Terms and Conditions of Supply

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1. Who these terms are with

1.1 These terms apply to everything we supply — batteries, chargers, parts, servicing, repairs and inspections.

1.2 You contract with **one** Fortis company. That company is identified as the supplier on the quotation, order confirmation and invoice for your order, each of which gives its full legal name, registered office, company registration number and VAT number.

1.3 In these terms, "**we**" and "**us**" mean that company, and "**our country**" means the country in which it has its registered office. "**You**" means the business we are supplying. Only that company is liable to you. No other Fortis company is a party to your contract.

1.4 We supply businesses only. These terms are not for consumers.

1.5 These terms are our general terms and conditions (*algemene voorwaarden*). We make them available to you before you order, and you accept them when you open an account with us or place an order.

2. Your order

2.1 A quotation is not an offer and lasts 30 days.

2.2 Your order is an offer to buy on these terms. There is a contract when we confirm it in writing or start work, whichever is first.

2.3 These terms apply instead of any terms you try to impose. Your purchase order does not change them, whatever it says, unless we agree in writing.

2.4 You are responsible for the accuracy of what you tell us — battery type, voltage, capacity, tray size, truck compatibility — and for giving us the information we need.

3. Prices and payment

3.1 Prices exclude VAT, and exclude delivery and disposal unless we say otherwise.

3.2 We may change a quoted price before delivery if our costs change materially, including the price of lead. We will tell you first, and you may cancel the affected order within 10 working days without charge.

3.3 **You pay within 30 days of the invoice date.** In euros, in full, with no set-off or deduction.

3.4 If you are a Belgian VAT-registered business, we invoice you through the Peppol network as the law requires. Keep your Peppol participant ID current and tell us if it changes.

3.5 If you pay late we may charge statutory commercial interest, claim our reasonable recovery costs, and suspend further supplies — including booked service visits — until you have paid.

4. Credit account

4.1 Credit is at our discretion. We may reduce, suspend or withdraw it at any time by telling you in writing.

4.2 We may ask for payment in advance where your limit is exceeded, an invoice is overdue, or we reasonably think your financial position has worsened.

4.3 Tell us promptly if your ownership, name, registered address, VAT registration or solvency changes.

5. Delivery

5.1 Delivery dates are estimates. Delivery happens when the goods are unloaded at your address, or loaded onto your vehicle if you collect.

5.2 Traction batteries are heavy and travel as dangerous goods. You must provide safe access, a suitable unloading area, and where mechanical handling is needed, suitable equipment and a competent operator.

5.3 If you do not take delivery, we may store the goods at your cost and risk, and delivery counts as done.

6. Title and risk

6.1 Risk passes to you on delivery.

6.2 Title does not pass until we have been paid in full:

(a) for the goods themselves; and

(b) for all other goods we have delivered or are to deliver to you, for all services we have performed or are to perform for you, and for any damages you owe us for failing to perform those agreements.

6.3 Where our country is Belgium, clause 6.2(b) applies between you and us only. As against a trustee in bankruptcy or other creditors, our retained title secures the amounts in clause 6.2(a).

6.4 Until title passes you must keep the goods identifiable as ours, insured, and free of any charge, and you must not remove our markings or serial numbers.

6.5 If you fail to pay or become insolvent we may enter any premises where the goods are to inspect or recover them.

6.6 You may use the goods in the ordinary course of business before title passes. You may not resell, hire out or otherwise dispose of them without our written consent. If we consent, our rights extend to any claim that replaces the goods, and we may require you to grant us a pledge over that claim.

7. Goods warranty

7.1 We warrant that on delivery the goods match their description and are free from material defects in materials and workmanship.

7.2 Check the goods on delivery. Tell us in writing about visible damage, shortage or wrong delivery within 5 working days, and about anything else promptly once you find it.

7.3 If goods are faulty we will repair them, replace them, or refund you, at our choice.

7.4 Manufacturer warranties are passed on to you on their own terms. Where one applies, claim under it and we will help.

7.5 The warranty does not cover fair wear and tear, or damage from: not following our or the manufacturer's instructions on charging, watering or storage; running outside rated capacity; sulphation, undercharging, overcharging or persistent deep discharge; unsuitable charging equipment; repairs or changes not made by us; or misuse.

7.6 Keep your charging and watering records. Without them we may not be able to assess a claim.

8. Services on your site

8.1 We will carry out services with reasonable skill and care, using suitably qualified people.

8.2 You must give us safe and timely access, present the equipment off-charge and free of load, and tell us in advance about site hazards, permits or inductions.

8.3 The working area must be safe, lit and ventilated, and suitable for work on lead-acid batteries, with washing and eyewash facilities where needed.

8.4 Our engineers may refuse to start or continue work if they reasonably think conditions are unsafe. We are not liable for the delay if they do.

8.5 If we attend and cannot work because of something you did or did not do, we may charge for the wasted visit at the rate stated in our quotation or order confirmation for that work. If no rate is stated, we may charge our reasonable costs of attending, including travel.

8.6 If our work is defective, tell us within 30 days and we will put it right. That is your only remedy for defective services, subject to clause 10.

9. Inspections

9.1 An inspection records the condition of the equipment we are shown, as we are shown it, on the day, against the applicable standard.

9.2 An inspection does not involve dismantling beyond what the standard requires, and will not find hidden defects that those methods cannot reasonably detect.

9.3 An inspection is **not** a warranty of the equipment's condition at any later date, and it is **not** confirmation that you comply with your own legal duties as an employer or equipment holder. Those duties stay with you.

9.4 You must act on what an inspection finds. Do not return equipment to service until a reported defect has been fixed and, if the report says so, re-inspected.

9.5 An inspection report is for you alone. Nobody else may rely on it and we accept no liability to anyone else. If you pass a report to a third party, make that clear.

10. Our liability

10.1 Nothing in these terms limits our liability for death or personal injury caused by negligence, for fraud, for intentional misconduct (*opzet*) or gross negligence (*grove schuld / faute lourde*), for product liability, or for anything else that cannot lawfully be limited.

10.2 Subject to 10.1, we are not liable for loss of profit, loss of production or business, downtime, or any indirect or consequential loss.

10.3 Subject to 10.1, our total liability arising from any contract is limited to the total charges you have paid us under that contract in the 12 months before the event giving rise to the claim.

10.4 Nothing in 10.2 or 10.3 excludes our liability for failing to perform an essential obligation of the contract.

10.5 Tell us about any claim within 12 months of finding out about it.

11. Things outside our control

11.1 Neither of us is liable for delay or failure caused by something beyond our reasonable control. Payment obligations are not suspended.

11.2 If it lasts more than 60 days, either of us may end the affected contract in writing, without liability for anything except what is already owed.

12. Waste batteries

12.1 We will take back waste industrial batteries we supplied, free of charge, as the law requires.

12.2 Do not mix them with general waste. Store them safely and present them so they can be handled and transported safely.

12.3 We may charge if batteries are damaged, leaking or contaminated, or were not supplied by us. Title to waste batteries passes to us on collection.

13. Ending the contract

13.1 We may suspend or end a contract in writing if you do not pay within 14 days of our notice, if you materially breach these terms and do not fix it within 30 days, or if you become insolvent.

13.2 On ending, everything you owe becomes due immediately.

13.3 Clauses 6, 9, 10 and 16 survive.

14. Data protection

14.1 We each comply with data protection law.

14.2 We handle personal data about your people as a controller. Our privacy notice at www.fortisbattery care.eu/privacy explains how.

15. General

15.1 You may not transfer your rights or obligations without our written consent. We may subcontract, and stay responsible for the work.

15.2 These terms and the quotation are the whole agreement between us.

15.3 No change is binding unless we agree it in writing.

15.4 If any part is unenforceable, the rest still applies.

15.5 Notices must be in writing to the registered address or a notified email address.

15.6 The contract gives no rights to third parties.

16. Law and courts

16.1 Your contract is governed by the law of our country. The Vienna Sales Convention (CISG) does not apply.

16.2 The courts for the place where we have our registered office have exclusive jurisdiction.

16.3 We may also bring proceedings against you in the courts of the place where you are established.