

1. Applicability

The present General Terms and Conditions apply to all contracts signed by the manufacturer. Deviations or additions are possible, provided that they are the subject of a separately written agreement signed by both parties.

These conditions take precedence over any conditions of the contract partner - intermediary, which in that case should not be regarded as binding.

The "manufacturer" is company Yvan Christiaens and Kryvanwood BVBA, all with registered office in 8572 Kaster, Neerbeekstraat 23 and Multiwood BVBA with registered office in 8572 Kaster, Waterloostraat 1. The "consumer" is any natural person who is not a tradesman and who purchases a product from the manufacturer, either directly or through an intermediary. The "intermediary" is any natural and/or legal person who is a tradesman and offers the products from the manufacturer for sale and sells to the consumer. The "buyer" is any natural or legal person who buys goods from the manufacturer and thus includes the consumer and the intermediary.

The present general terms and conditions are a comprehensive version of the general terms and conditions specified in the purchase orders, quotes and invoices.

These general terms and conditions are aimed at providing the buyer with as much information as possible about the products of the manufacturer.

The manufacturer agrees to a best efforts obligation and not a result obligation.

These conditions take precedence over any terms and conditions of the intermediary and/or consumer.

2. Description of the manufacturer Yvan Christiaens

The company Yvan Christiaens exists since 1984.

The company is specialised in manufacturing wooden outbuildings for every budget.

You can turn to Yvan Christiaens for garden houses, carports, horse stables, garages, gates, exclusive outbuildings, log cabins, sale barns, etc.

Yvan Christiaens delivers do-it-yourself kits as well as tailored garden houses or wooden outbuildings.

All products of Yvan Christiaens are manufactured in their own workshop of over 25,000 square meters and are distributed through a European dealer network.

The dealers of Yvan Christiaens can perform all necessary and ancillary works, and they can ensure the after sales service.

3. Description and characteristics of the products of Yvan Christiaens

The finished products of Yvan Christiaens, such as garden houses, garages, chalets, log cabins,... are manufactured in the workshop using the most modern machinery.

Yvan Christiaens makes every effort to finish the products as carefully and accurately as possible.

The products of Yvan Christiaens are made out of wood. Yvan Christiaens uses different types of timber, such as cedar, pine and impregnated pine. On request of the customer other timber can be used. All the timber that is used complies with the legal requirements.

Wood is a natural product.

As a consequence products made from wood have specific properties.

Properties like coarser or finer grain, colour variations, colour changes, deformities, etc. are characteristics of wood and can in no way be considered a failure or defect.

Because wood is a natural material, every piece is unique. It can therefore also occur that the delivered garden house does not correspond 100% with the one shown in a showroom or catalogue.

In addition, wood is subjected to changing climate conditions. This means that both the size and structure of wood may vary depending on the season. Weather changes such as precipitation, humidity, drought and heat can thus have a direct influence on the products of Yvan Christiaens. Therefore Yvan Christiaens can never guarantee that the products are 100% moisture-resistant.

Also, the condition of the ground on which the products of Yvan Christiaens are placed may influence the wood structure.

The durability of the products also depends on the chosen finishing system and the chosen wood treatment. The products of the manufacturer are normally delivered untreated.

The manufacturer always recommends having the garden house treated. It is recommended to do this with a non-opaque stain.

Yvan Christiaens will always advise you as good as possible with regard to your choice of material and finishing system, although the decision naturally lies with the customer. A garden house should be used for normal expected use. Improper or abnormal use of a garden house results in non-liability of the manufacturer. Neither can the manufacturer be held liable for wrong advice or incomplete/incorrect information provided by intermediaries to the consumer.

Given the above, the manufacturer would like to inform you of any issues that may arise in its products and at the time of delivery/placement;

- After prolonged rain or on the weather side of the building, rings or damp patches may occur. This is perfectly normal. However, this can be limited by treating the wooden building on the inside with at least one layer of a non-opaque product.
- Various types of timber that are used by the manufacturer, including pine, are very sensitive to weather conditions, including humidity (swelling) and sunlight (shrinking). As a result, the timber dimensions may, from time to time, easily differ a few mm to cm.
- It is perfectly normal in summer to get gaps in between, for example, the door panels, as in the production process Yvan Christiaens anticipates a maximum expansion (during winter). As already mentioned, in winter the wood can expand a lot because of prolonged rainfall. While making the calculations of the dimensions of the timber this has to be taken into account. During summer shrinkage can occur because of heat/drought, which possibly results in gaps and openings. However, the manufacturer's products are produced in such a manner that the boards can easily be pushed back by hand.
- Because of the expansion and contraction of the wood, it can occur that a piece of unpainted wood emerges. As already stated above, this has to do with weather changes.
- Because of the expansion and contraction of the wood, it may occur that, as a result of the variations in dimensions, doors may open or close less easily.
- It may occur in autoclave garden houses that the roof beams are not 100% jointed. Such gaps can always occur and cannot be prevented since this, again, has to do with the weather changes. All parts are manufactured in the workshop of Yvan Christiaens, and after that they are brought under pressure in a container so that the kerf can be treated too. During this treatment the possible expansion and contraction of the timber is taken into account as well, but it can never be completely avoided that sometimes gaps and openings will occur. However, this does not affect the construction.

- It may arise that after opening the packaging of the products from Yvan Christiaens blue occurs on the wooden materials. After production all materials/products of Yvan Christiaens are placed under pressure in the autoclave for a certain period of time, in order to give all parts a pre-treatment. Although the manufacturer provides all the packaging with holes, it can happen that not all the moisture (blue colour) has been drained from the material. This has no consequences and is inherent to the production process.
- The garden houses of Yvan Christiaens can be painted by the customer himself, but the paint must be moisturizing, so that the wood can still breathe. In other words, it should not be opaque. Autoclave treated garden houses should remain untreated during the first three years at least, and afterwards should only be refreshed with garden oil. Cedar garden houses are best let weathering. Treatment is permitted, but only with cedar containing oil.

If the boards are painted too thick, they can cause damage to the construction.

While painting thinner grades of wood, it is useful to also paint the slats on the inside of the garden house to prevent the timber from warping.

- To maintain your garden house, we recommend that you have the wood treated with an impregnate coat. Ideally you would have this done prior to the placement of the wooden building. That way you partly reduce the penetration of moisture into the wood. If you paint the building after placing it, the paint will not fully cover all corners and water may still come in, as water is much thinner than paint.

You should keep in mind that treatment with an impregnating agent may cause the wood to feel wet for some time (several weeks).

You can also provide the wooden construction with a mildew resistant coating.

- During production the windows of the garden house are loose. This is to allow the timber to move and to prevent cracking of the windows.
- If gutters are ordered and placed, then these will be in a grey colour.
- The garden house is never isolated, nor equipped with electricity.
- Cedar wood is supposed to age naturally and shows moisture rings both on the outside and the inside.
- All the moving parts of the structure should be lubricated at least once a year.
- Crossings are normally not closed.
- A damp screen is not standard provided but is recommended to prevent rain from seeping inside.
- It is strongly advised against attaching racks to the walls of the wooden construction. This can be detrimental to the expansion of the wood.
- Ground and foundation works are not part of the garden house and must always be ordered separately. Connections to sewerage or drains are never performed.

A garden house especially distinguishes itself in appearance from a regular shed or barn. Therefore it should be emphasised that the products are still just wooden structures, and that it should not be assumed that all materials placed inside the building are safe from wind, rain, humidity, heat, etc. The painting of the building will partly decrease humidity, but that does not mean that the building and the goods placed inside building will never be affected by weather changes. Humidity can also rise from the ground through the pavement. Fitting a wooden floor can offer solace.

4. Quotation

The quotations that are made mention both the price of the product itself and the fees to be paid.

The quotations are without obligations and not binding for the manufacturer. Only after written confirmation by the manufacturer, the quotations are binding.

The quoted price is only valid for the task stated in the quote. Changes to the original quote made by the intermediary or the consumer will be settled by the manufacturer and can only be binding after a written agreement.

Any changes made to the ordered goods/works and/or additional works will be additionally charged according to the rates and unit prices that are in effect at the time the changes/additional works were ordered or are believed to have been ordered.

The quotations are based on the current value of wages, materials, raw materials and services. In case of any changes, the manufacturer reserves the right to adjust the prices accordingly. The currently applicable rates and unit prices may at any time be requested from the manufacturer.

The period of validity of a quote is one month. Quotes are one-off and do not apply to subsequent orders.

Every quote explicitly refers to the general terms and conditions of the manufacturer and to the websites www.tuinhuizenfabrikant.be and www.christiaensyvan.be, and the information brochure of the manufacturer in which the comprehensive terms and conditions, a lot of information and advice relating to the products of the manufacturer can be found.

Given this explicit reference the buyer will be deemed to have knowledge of these terms and conditions and information.

5. Order

The order shall be made by means of an order form.

If the order form is drawn up by the intermediary, then the manufacturer cannot be held liable for incorrect, unclear or incomplete information communicated on the order form.

If the consumer responds to a quote from the manufacturer and/or (thus) places an order, then the consumer will be required to be fully aware of the properties, characteristics and alike of the product. The consumer chooses the type of product according to his needs and under his sole responsibility. In relation to this the manufacturer refers explicitly to the information brochure that is made available to each buyer, as well as to his website www.tuinhuizenfabrikant.be or www.christiaensyvan.be, where all products, their properties and free advice are discussed in detail.

The order is placed and the contract is concluded by signing or sending the order form. This can be done either by mail or by fax.

6. Products

Anyone who has placed an order, has taken note of these general terms and conditions and the detailed information brochure of the manufacturer and/or website www.tuinhuizenfabrikant.be and www.christiaensyvan.be and accepts all information contained therein.

The manufacturer shall make every effort to inform the consumer as much as possible about the characteristics of the products and the material with which the manufacturer works. The manufacturer's products consist mainly of garden houses and should be used for their normal use. The material of the manufacturer may vary in different ways such as in structure and colour. Because the material of the products 'lives', the delivered products may differ from showroom models or models on photographs displayed in the information brochure and on the website.

The products of the manufacturer are untreated by default. A wood treatment is recommended and can always be requested and will be listed as an option in the quotation.

If the buyer chooses to treat or paint the wood himself, then the manufacturer can in no way be held responsible for poor performance or any consequences resulting from this. Opaque material is not recommended.

Since everyone, prior to the conclusion of the contract, will be notified of the general terms and conditions and the comprehensive information brochure, and will be expressly referred to the information on the manufacturer's website, consumers cannot subsequently formulate a substantiated complaint regarding any defects related to the properties and characteristics of the products and the material of the manufacturer that are explicitly or implicitly discussed in the information brochure and/or on the website www.tuinhuizenfabrikant.be and/or www.christiaensyvan.be.

Therefore the manufacturer cannot be held liable for this since everyone is deemed to be informed. In addition, the intermediary is considered to be a professional vendor who knows the sector and who is therefore already aware of the characteristics and properties of the materials that are used by the manufacturer.

For non-standard products a tailor-made design can be requested, or an own design can be handed to the manufacturer. The design must always be approved in writing by e-mail or by fax if it concerns customisation that differs from the standard products of the manufacturer. Only after mutual agreement concerning the design, the production can be started.

If the manufacturer draws up construction plans at the request of the buyer, then they will have to be compensated if these plans are not implemented within 6 months after drawing up the plans.

To the do-it-yourself kit a basic plan is added. For additional questions the buyer can always contact the manufacturer or the intermediary. The manufacturer, however, can under no circumstances be held liable for the incorrect installation or placement of the materials contained in the kit.

7. Delivery

The goods are delivered to the agreed address and are delivered ex-factory.

The consumer and/or intermediary ensure that the site is accessible by truck to the place where the goods must be unloaded. If the goods are to be placed by the manufacturer, the building site must be free of all material and/or trees/bushes. The building site should be ready for the installation of a wooden construction, which implies that the ground should be levelled and even. In case preparation and adjustment works should be necessary, then all the additional costs will be entirely borne by the consumer. Ground and foundation works are not standard included in the price and must be expressly agreed upon.

A delivery period of at least 4 to 6 weeks should always be anticipated. The delivery periods are determined by the season. From March to June the delivery period could be a couple of weeks longer.

The manufacturer will make every effort to comply with the delivery deadline, however exceeding it will in no way give rise to an indemnification fee, nor will the buyer receive a notification in this regard.

If a delivery is communicated by the manufacturer, it is purely indicative and in no way binding. Delivery in Belgium is free for orders above 2,500 EUR excluding VAT.

8. Payment and Objection

The invoices of the manufacturer are payable in cash on delivery at the registered office of the manufacturer, unless otherwise stipulated in writing. Intermediaries have a payment period of 30 days.

In case the invoice is not paid within the prescribed period, from the due date onwards an interest on overdue payments equal to 12% per year will be charged automatically and without prior notice.

If no full payment is made after the notice from the manufacturer, a fixed compensation of 12% with a minimum of 150 EUR and a maximum of 5,000 EUR will be payable. This clause in no way excludes additional compensation.

The manufacturer reserves the right to suspend or to refuse delivery in case of non-payment on the due date of another delivery to the same buyer.

The intermediary must never hold off the full amount or parts of the amounts owed by him, or proceed to compensation, because of a complaint that he formulated.

Objection to an invoice has to be made within 8 days of receipt and has to be sent by registered mail to the address of the registered office of the manufacturer. If no objection is made it will be assumed that the invoice has been accepted.

9. Transfer of ownership and risk

Notwithstanding Article 1583 of the Civil Code, the ownership of the sold goods is transferred only after full payment by the buyer of all that is payable to the manufacturer, including the payment of the agreed price, costs, interests and any compensation payments. As long as the sales price has not been fully paid, it is forbidden for the buyer to pawn the goods or to pledge them or to use them as collaterals. Additionally, in pursuant to Article 101 of the Bankruptcy Act, the bankruptcy of the buyer shall not compromise the right of recovery of the manufacturer with regard to goods that are in the possession of the intermediary.

Nevertheless, the risk of loss or destruction of the sold products will be fully borne by the buyer from the moment the sold item leaves the manufacturer's factory. The goods are delivered ex-factory and therefore, while traveling, the dangers and risks are always borne by the buyer, even if the manufacturer vouches for the transportation.

As long as the property rights of the delivered goods have not been transferred to the intermediary, the latter remains liable for the safekeeping of these goods.

If the buyer uses any form of financing to pay the price of the goods, then this is purely informative to the manufacturer, and this implies under no circumstances any suspending conditions under which the agreement would have been concluded.

10. Complaints and warranty

Visible defects must immediately be communicated to the manufacturer in writing and must be communicated by everyone and no later than 8 days after delivery.

During placement the manufacturer will hand over a document that needs to be filled out by the intermediary or consumer and send back to the manufacturer.

Refusing to fill out such a document means that the delivery is being accepted by the buyer.

As long as after placement the wooden construction does not become a fixed asset by destination or incorporation, then, in case of a direct sale between the manufacturer and the consumer, the provisions concerning legal warranty will be in accordance with Article 1649bis B. W. et seq.

The consumer should notify the manufacturer by registered mail of any lack of conformity at the latest within a period of two months after its establishment. In the absence of such notification of the defect to the manufacturer within two months after the establishment of the defect, the consumer loses his entitlement to present a claim against the manufacturer on the basis of lack of conformity.

The manufacturer also extensively pointed out the properties and characteristics of its products, as described in these general terms and conditions and in the information brochure. These potential properties and characteristics, as described in the information brochure and displayed on the website www.tuinhuizenfabrikant.be and www.christiaensyvan.be, can in no way be raised as lack of conformity, because the consumer had been informed about them at the time of entering into the agreement. Neither can these properties and characteristics be invoked as a hidden defect in any way.

The statutory warranty scheme does not apply to the intermediary. With regard to the intermediary the manufacturer is only liable for hidden defects that manifest themselves within a year after delivery of the goods. Any hidden defects must, on pain of forfeiting the right to issue a claim, immediately and no later than 8 days after discovery of the defect be reported to the manufacturer by registered mail. This report must contain a detailed description of the defect. Complaints concerning hidden defects do not suspend the payment obligation on part of the buyer.

In case of a possible defect, there should always be given preference to repair or replacement.

If investigation would indicate that the buyer's complaint was unjustified, either because there is no defect, or because the defect was caused by the buyer or any person other than the manufacturer, then the manufacturer is entitled to recover from the buyer all possible costs following the complaint.

11. Liabilities

The total liability of the manufacturer and its employees shall at all times be limited to the value of the delivered goods as stated on the invoice, unless the liability of the manufacturer and/or its employees arises from fraud, intentional misconduct or gross negligence.

The manufacturer can in no way be held responsible for reimbursement of intangible, indirect or consequential damages, including (but not limited to) loss of profits, loss of revenue, loss of income, production limitations, administration and staff costs, an increase of overall costs, loss of customers or third party claims.

The manufacturer is not liable for its own minor oversights, or for the even serious or intentional errors of intermediaries who offer the manufacturer's goods for sale.

The manufacturer delivers an obligation of effort and cannot in any way be held liable for possible defects of which the buyer was ought to be previously aware.

The manufacturer is not liable in any way if damage is not only caused by a defect in the product, but also by the fault or negligence of the consumer/intermediary or a person for whom the consumer/intermediary is responsible.

The consumer guarantees that the foundation is suitable for placing the wooden construction.

The manufacturer is not in any way liable for the consequences that arise from the placing of a product on an unsuitable foundation.

The manufacturer is not liable for any damage resulting from badly carried out works, delivery, installation, etc. performed by an intermediary for the end customer.

The consumer is responsible for the necessary administrative permits. Under no circumstances can the manufacturer be held liable for the unavailability of the required license.

The consumer assures the manufacturer that he has the permits required for the installation of the respective wooden construction and indemnifies the manufacturer for any possible consequences that could result from the unavailability of the previously mentioned documents.

The intermediary commits himself to always offer the manufacturer's information brochure to the consumer/buyer prior to placing an order, as well as to explicitly refer to the website www.tuinhuizenfabrikant.be and www.christiaensyvan.be.

Unless otherwise expressly agreed between the parties, the manufacturer shall not be deemed to have knowledge of or to have taken into account the specific application of the purchased goods by the consumer, and therefore the manufacturer cannot be held liable for that. Only the consumer and/or intermediary are liable for the specific use of the purchased goods and/or purposes for which he uses these goods.

Promotions and special offers are only valid while the stock lasts. For the consequences of printing errors regarding the prices or items, deviations in images or interim changes to designs, the manufacturer cannot be held liable.

12. Dissolution

The manufacturer has the right to terminate the contract with the buyer at any time, with immediate effect, without judicial authorisation, without prior notice and without payment of any compensation of damages, in the following cases:

- (i) If the buyer, in spite of written notification in which a period of at least seven calendar days is observed, fails to timely and properly perform one or more of the obligations in the agreement;
- (ii) In the event of cessation of payments or (application for) bankruptcy by the buyer
- (iii) Upon liquidation or termination of the buyer's activities
- (iv) If (part of) the buyer's assets are seized
- (v) If the manufacturer has reasonable doubts that the buyer will meet his obligations towards the manufacturer.

In the event of dissolution, the manufacturer also reserves the right to claim reimbursement of the costs, interests and damages he has suffered, and all claims from the manufacturer to the consumer will be immediately due.

13. Force Majeure

Each party is legally freed and not obliged to fulfil any obligation to the other party in the case of force majeure.

Force majeure means a situation in which the execution of the agreement by either party completely or partly, temporarily or not, is prevented by circumstances beyond the control of that party, even if the circumstance at the time of conclusion of the agreement was already foreseeable. Without aiming to be exhaustive, circumstances regarded as force majeure are: stock shortages, delays in or failure of deliveries by suppliers of a party, loss of goods due to accidents, machine breakdown, strike or lock-out, fire, riot, war, epidemic, flood, high absenteeism, electrical computing, internet or telecommunications disturbances, decisions or interventions by the government, fuel shortages and errors or delays due to third parties.

In case of force majeure, the obligations of the respective parties are suspended.

In such a case the parties will make all reasonable efforts to mitigate the effects of the force majeure situation. In case the force majeure situation lasts longer than two months, the other party is entitled to terminate the agreement without court intervention, and without the party that invokes force majeure being held liable for any compensation to the other party.

14. Privacy

The manufacturer will gather personal data in the context of the ordering process about the consumer through the website or during the registration process.

The personal data communicated by the customer shall be processed in accordance with the provisions of the law on the protection of privacy in relation to the processing of personal data of December 8, 1992.

The manufacturer will be responsible for the processing of data and will process the data for the following purposes: customer management, processing and follow-up of orders and direct marketing of the manufacturer, including the sending of a newsletter.

The consumer may object to the processing of personal data for direct marketing purposes by notifying the manufacturer in writing with a signed and dated request to the registered office of the manufacturer.

The manufacturer shall take all reasonable measures to ensure the confidentiality of the information provided by the consumer. The consumer, however, recognises that the transmission of personal data over the internet is never without risk. The consumer acknowledges and accepts that the damage that the consumer could suffer as a result of the unlawful use of personal data by third parties who have not obtained permission to do so, can never be recovered from the manufacturer.

15. Nullity

If any provision or part of these general terms and conditions would be unenforceable or contrary to a mandatory provision, this will not affect the validity and enforceability of the other provisions of these general terms and conditions, nor the validity and enforceability of that part of the respective provision that is unenforceable or contrary to a mandatory provision. In such a case, the parties should negotiate in good faith to replace the unenforceable or conflicting provision by an enforceable and valid provision as closely as possible to the purpose and intent of the original provision.

16. Territoriality

All agreements to which these general terms and conditions apply, as well as all other agreements that arise from it, are exclusively governed by Belgian law.

The application of the Vienna Convention of April 11, 1980, is explicitly excluded. The court of the district of West Flanders only has jurisdiction in possible disputes.

17. Special provisions

These general terms and conditions belong to the manufacturer and may not be copied under any circumstances. In case of violation of this, the manufacturer reserves the right to claim compensation.

Agreements are not presumed and do not take place in silence. The existence of a business relationship does not mean in any way that an agreement would be reached with the exception of the present general terms and conditions, which are always deemed to apply to the business relationship.

The name Yvan Christiaens is a brand name and should in no way be used for purposes other than the promotion of the products of the manufacturer. The name Yvan Christiaens may in no way be abused by the buyer or be used in the context of defamatory allegations. It is in no way allowed for the intermediary to use pictures of the manufacturer for purposes other than the sale of the products of the manufacturer.

The general terms and conditions may at any time be unilaterally changed by the manufacturer.