

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY



PRELIMINARY REMARK

Our general terms and conditions of sale form an essential part of every transaction. Unless otherwise expressly stated, the customer is deemed to be aware of them and to have agreed to all their provisions, thus waiving his own purchase and sales conditions.

Any derogation's must be stated in writing and expressly agreed to by us. Changes to any one or more of the conditions set out in the following shall in no way result in any change to the other conditions, which shall remain strictly applicable.

1. **OFFERS AND CONFIRMATIONS OF ORDERS**
All offers made by us are without obligation. Transactions negotiated by intermediaries, representatives, journeymen, agents, etc. are only binding on us if confirmed in writing, even where no confirmation has been sent in previous cases.
2. **MINIMUM QUANTITY ORDERED**
For orders with a goods value of less than € 100 (excl. of VAT) there will be a charge € 30 administration costs.
3. **VAT REGISTRATION**
Our customers' VAT numbers as mentioned on our commercial documents shall be entered in our annual VAT return. Unless the customer comes back to us within 10 days of the date of our invoice being sent, we shall regard the number mentioned as correct and enter it as such in our return.
4. **DELIVERY DATE**
Delivery dates are quoted for information only and silence on our part when receiving orders shall in no way be construed as agreement with the dates stated therein. Failure to abide by the date mentioned shall in no way justify cancellation, rejection of the contract goods or any claim for damages.
Changes to the order shall automatically result in the estimated date of delivery laid down no longer applying.
5. **TRANSPORT AND SHIPPING**
Delivery is effected 'ex works'. In no case do we guarantee the means of transport, whereby the only burden we assume is in name of compensation for the purchaser and without any liability on our part.
The stipulation 'carriage paid' on the customer's order shall in no way prejudice the stipulation 'ex works' mentioned above.
The shipping costs are fully calculated according to the shipping rates of the Post Office and the Belgian National Railways.
6. **RISK AND RIGHTS OF OWNERSHIP**
It is expressly agreed that liability and risk for the goods sold and items ancillary thereto shall transfer to the purchaser upon formation of the contract, but they shall remain the exclusive property of the seller where the purchaser has not completely performed his obligations, including failure to make full payment of the purchase price, where any delay interest is still owed, or where any additional costs are outstanding. The purchaser is prohibited from either selling the goods sold, granting a security over them in favour of a third party, or disposing of them in any manner until such time as the sale price is been paid in full.
In the event of failure to comply with this prohibition, liquidated damages shall be due by the purchaser in the sum of 50 % of the sale price.
If the goods purchased are indeed sold, the right shall relate to the sale price resulting there from instead of the goods sold.
7. **WARRANTY**
Our liability, both contractual and quasi-tortuous, does not cover loss of any kind resulting to the purchaser or third parties from *inter alia* negligence, improper acts, improper use or use for a purpose other than agreed. Nor can we be held liable for improper performance where the materials supplied by the customer are of poor quality or unsuitable. Any intervention by third parties regarding our goods or our products shall relieve us of this liability.
Colour drawings, weights and measurements from the catalogue, brochures, price lists, etc. are only indicative and do not carry any warranty.
Where special demands are made of goods, the purchaser is entitled to visit our business to approve the goods and, if necessary, to refuse them, without any further damages being due and payable.
Once they have left our premises, the goods are regarded as in conformity with the requirements laid down.
8. **COMPLAINTS**
Complaints may only be made if contained in a letter giving full reasons and sent by registered mail within 8 days of delivery of the goods.
Where a complaint is in our view justified, we reserve the right to choose between paying reasonable damages, which shall not exceed the invoice value of the goods found to be defective, or free replacement of the said goods after return in their original state, under exclusion of any other compensation (e.g. indirect loss to goods or persons, assembly costs or transport costs).
Complaints with regard to the invoice must be made, on pain of lapsing, within 8 days of the date of invoice and communicated by registered mail, giving full reasons.
Complaints do not give the purchaser any right to cancel the purchase or to omit or delay any payment in whole or in part.
9. **ACTS OF GOD AND IMPEDIMENTS**
If the factory from which we source the goods should for any reason fail to make deliveries or does not deliver properly or on time, we shall not be liable vis-à-vis the purchaser. Any act of God in general, for instance strike, riots, mobilisation, measures taken by the authorities, stoppage of railway and water transport, transport blockages, a slowing of supply, frost, fire, etc. shall entitle us to suspend performance of the contract or order or to cancel it in whole or in part, without any obligations to pay damages.
We also reserve the right if necessary to cancel the sale in the event of any change in the status of the purchaser: death, dispossession, collocation, or other limitation in his capacities, financial embarrassment, an application for judicial or amicable composition, bankruptcy, publication of protest, winding-up or reorganisation of a company, etc., without prejudice to the seller's right to damages.
10. **SUSPENSION OF DELIVERY**
We shall at all times be entitled before effecting delivery or proceeding with delivery to require a bank or mortgage security for fulfilment of the purchaser's payment obligations, regardless of the payment conditions agreed.
Until such time as the purchaser has satisfied the conditions laid down, we shall not be obliged to effect delivery or to perform.
11. **DEFECTIVE PERFORMANCE BY THE PURCHASER**
In the event of complete or partial cancellation of the order by the purchaser or as a result of his fault, the seller is entitled to damages. These are assessed on a liquidated basis at 30% of the amount of the sales contract corresponding to the cancelled order: the seller shall not be required to prove the loss sustained. However, the seller reserves the right to claim greater damages upon production of the evidence thereof.
12. **PAYMENT**
Subject to express written agreement otherwise, our invoices are payable in cash at our address, net without discount in Euro. The purchaser shall be in default by the mere elapsing of the due date without any summons or notice of default being required.
Non-payment of one invoice on its due date shall result in all amounts still outstanding from the purchaser being immediately due and payable, even if terms for payment have been allowed.
In the event of late payment, the purchaser shall automatically, and without notice of default, be liable for delay interest of 1.25 % per month or part of a month. The interest due by the purchaser shall additionally be capitalised annually after prior notice in this respect, served by registered mail.
In the event that either the invoices or interest thereon are not paid on their due date, we shall be entitled in name of liquidated damages, without any requirement for a notice of default, to a sum of 15 % of the principal sum of the invoice, with a minimum of € 100 and a maximum of € 1 900, even where a moratorium has been granted.
These liquidated damages cover the company's staff and administration costs for claiming payment, the fees of lawyers, currency devaluation, disruption to the financial management, etc.
13. **RETURNS**
Returns that we have not agreed to but which we nevertheless accept are in all cases effected under reservation of all rights and for the account of the purchaser and the shipment is stored by us at the purchaser's disposal and for his account and at his risk.
14. **DISPUTES**
In the event of disputes, the Dutch version of the standard terms and conditions shall prevail.
The contract concluded between the parties is governed by Belgian law.
Any dispute of any kind shall be subject to the jurisdiction of the courts in the judicial district where our registered office is situated.