

General terms and conditions

- 1** An order can only be regarded as final if it has not been refused by us within eight days following its receipt. Orders, changes and additions to and deviations from the present terms and conditions, as well as any commitments made by our sales representatives, delegates or employees, shall only be accepted if they have been explicitly confirmed in writing by us.
 - 2** Orders for which no fixed prices are explicitly agreed are calculated on the basis of the rates indicated in the price list applicable at the time of delivery. New price lists automatically replace all previous ones.
 - 3** Delivery terms are indicative only. Unless stated otherwise, non-observance of delivery terms cannot be invoked by the buyer in order to demand compensation or cancellation of the purchase.
 - 4** The goods are transported at the risk of the buyer or the consignee, irrespective of the mode of transport and even if the goods are sold carriage paid.
 - 5** All complaints relating to goods that are the subject matter of invoices or extracts are to be made known by registered post at the latest eight days following the date of the invoice. If no complaints are communicated, no reservations relating to the invoice shall be accepted the invoices shall be deemed accepted. No complaints shall be accepted if the goods have undergone treatment.
 - 6** The VAT is payable by the buyer.
 - 7** Unless otherwise stated in writing, our invoices are payable at Oostende net without discount, at the latest 30 days following the date of the invoice. The buyer's failure to fulfil their obligations vis-à-vis the seller or the suspension of payments will have the following consequences, without prejudice to the seller's right to a compensation:
 - A** any amount unpaid on the due date shall yield interests at a rate of 1% per month from the due date, by operation of law and without formal notice of default. In addition, the following fixed compensation shall be payable by the buyer, by operation of law and without formal notice of default:
 - 15% of the unpaid invoice amount up to € 6,000, with a minimum of € 50,
 - 10% of the unpaid invoice amount from € 6,000 to € 15,000,
 - 8% of the unpaid invoice amount from € 15,000 to € 60,000,
 - 5% of the amount exceeding € 60,000, but the total compensation cannot exceed the amount of € 7,500.
 - B** the seller shall be entitled to demand an adequate guarantee from the buyer for the proper performance of the obligations undertaken. Should the buyer fail to provide an adequate guarantee, the seller is entitled to cancel all or part of the order.
 - C** this will automatically and without formal notice of default result in the cancellation of any payment facilities granted. In that case the seller reserves the right to suspend all deliveries, to reclaim the goods sold and to demand the cancellation of the purchase, without prejudice to their right of priority on the goods or their sales price.
 - D** the seller can exercise the retention right on all goods in their possession.
 - E** the sale will be cancelled automatically and without formal notice of default if the seller chooses to do so and informs the buyer.
- The seller shall only be entitled to invoke one or several of the above stipulations if the buyer is informed by registered letter.
- 8** Invoices are sent by e-mail, unless the buyer explicitly requests a paper invoice. Acceptance of the present general terms and conditions implies the acceptance of the electronic invoice. The buyer has the obligation to provide a correct and relevant e-mail address where the invoices can be sent. The buyer is responsible for any failure to receive an invoice as a result of a change in the e-mail address, in case of a technical defect, a spam filter or a full mailbox. An electronic invoice is deemed to have been received on the same date as the date on which it was sent. The term of payment defined in article 7 of the present terms and conditions starts on the date of the electronic invoice.
 - 9** Without prejudice to the buyer's risk relating to the goods, the seller shall retain the ownership rights of the goods delivered until full payment of the price. Should the buyer fail to fulfil their obligations, the sale will be cancelled automatically and without formal notice of default. The expression of the seller's intention to cancel the sale, sent by registered post, will be sufficient in this respect.
 - 10** The seller's liability for damage is restricted to the limits of the civil liability insurance provided that the damage is covered and to the extent that the seller can be held liable. If the damage is not covered by the insurance for any reason, the seller's liability is limited to the value of the contract. The customer waives the right of recourse for amounts exceeding these limits and undertakes to have their respective insurers observe this clause. A certificate of the civil liability insurance, signed by the seller, can be obtained at the customer's request.
 - 11** The buyer is deemed to have knowledge of and approve our general terms and conditions, which will be regarded as the only valid terms and conditions, even if they contradict the buyer's general and specific purchase conditions. The latter are only binding if a written agreement is reached in this respect.
 - 12** Any change in the buyer's situation, such as death, incapacity, dissolution of or changes to the company, protest of an accepted bill of exchange, uncertain solvency, composition, bankruptcy, entitles the seller to request guarantees or to cancel all or part of the contract.
 - 13** (Partial) printouts of our brochures, catalogues and price lists are only authorised with the seller's written consent. All brochures, catalogues and price lists are to be reproduced in full and without any changes.
 - 14** The courts of the district of Oostende have exclusive jurisdiction in case of disputes. The contracts are exclusively governed by Belgian law.