

1. Scope.

The present general sales conditions apply to all orders placed by the buyer, and apply to all our sales contracts, including any additional service. These general sales conditions exclude all general and special sales conditions for the buyer, except in case of a written agreement by the seller. In case of absence of a written agreement of the seller, no deviation from the current conditions is permitted. Any direct or indirect order will only be accepted by the seller upon written confirmation to the buyer or by the actual delivery of the products.

2. Price and payment.

Unless stipulated differently, our mentioned prices are exclusive of VAT and any other taxes or costs. The selling price is the one stated in our price-list at the time of the conclusion of the sale or the price mentioned in our offers or in effect at the time of placing the order.

In view to payment, the seller reserves the right to require warranties to his benefit, such as for example, an exchange, a certified check or a bank guarantee. The seller may optionally request a deposit of 40% of the value of the order.

The buyer allows the seller to globally revise agreed prices, to a maximum amount of 30% of this price and in function of the increase, among other things, between the moment of closing the sale and its execution, of the actual cost of the following parameters: products, raw materials, wages, energy and price fluctuation between the purchase currency of the raw materials and / or products and selling currencies of the products, this means that these parameters apply to the extent of the amount corresponding with the costs they represent. Unless otherwise agreed, all invoices are payable in Euros, cash and without discount, at the registered office of the seller. Any dispute regarding an invoice must be served, on penalty of non-opposability, to the seller by registered letter at the latest within 10 days of receipt of the goods and, when failing to comply with this, the request will not be taken into account.

In case of failure to pay an invoice by the due date, the buyer will be due to pay the seller, legally and without any formal notification, a conventional interest of 12% per year and a lump sum of 15% of the invoice amount, with a minimum of 75 €.

If the buyer fails to comply with a payment term for any reason whatsoever, any successor payment must be made when placing an order. Moreover, the seller reserves the right in that case for any pending orders to be suspended until the full payment of the amounts due is effected.

3. Deliveries

Our products are delivered to the buyer departure Ternat. Free deliveries are only provided on the Belgian territory, excluding the province of Luxembourg, and only for orders over €500 net excluding VAT.

The buyer bears the transport costs and therefore the risks associated with the products as from the moment of possession and / or their shipment and / or the moment they are made. The delivery times are only given indicatively and are not binding. No lateness of delivery may result in the breaking of the sale by the buyer or in the payment of compensation by the seller. Moreover, the seller has the right to refuse to sell its products, in function of the availability and adequacy of its stock, or for any other justifiable reason, and he is entitled to carry out partial deliveries.

4. Retention of title.

The delivered goods remain the property of the seller until complete payment of the total amount due, here included, if applicable, the aforementioned delay and fixed compensation. When failing to pay the amount on the due date, the seller is entitled to take the goods back at the expense of the buyer, even if the products have been modified or incorporated by the latter.

Until full payment of the goods, the buyer may not sell or pledge them without the prior written consent of the seller. The buyer undertakes to inform the seller about any seizure by a third party on the sold products whose prices are not fully paid. Similarly, the buyer undertakes to immediately inform the seller in the event that the unpaid products might be, in a place rented by him.

The specifications, drawings, sketches and, more generally, all documents sent with the relating quotes, remain the exclusive property of the seller and may under no circumstances be disclosed to third parties.

5. Guarantee.

The buyer has the obligation, in person or by proxy, to check the products at the time of delivery and to mention at that time any visible defect or non-conformity with regard to the delivered products. When failing to comply, they will be deemed to be accepted. Any notice of a hidden defect regarding the delivered products will be noted to the seller by registered letter, within five days after its discovery by the buyer or from the time that he could reasonably have discovered this and, when failing to do so, no guarantee will be provided. No product may be returned to the seller without its prior written authorization.

The guarantee has a duration of one year and is expressly limited to the repair or replacement of the defective product or refund or reduction of the invoiced price, excluding any other compensation whatsoever. Moreover, the liability of the seller excludes in case of damage caused by a defect in the delivered product when it is the result of the victim or a person for whom the victim is responsible.

6. Refusing an order – cancellation or non-execution of an order.

If the seller refuses an order, for which he will not have to give any reason, he will only be required to repay any advance received, excluding any compensation whatsoever. If, with the prior written agreement of the seller, the buyer is allowed to cancel his order, he will be due to pay a fixed compensation of at least 25% of the price of the order, plus VAT with a lump sum of 250 € excluding VAT.

7. Force majeure.

The sudden occurrence of any event such as, among others, any cessation of production, transportation or delivery, strike, a lockout, an embargo, a war, a terrorist attack or a consequence of an attack, lack of raw materials, an epidemic, bad weather, and more generally, any event of similar nature which affects the seller or its suppliers and slows down the performance of its obligations or makes it impossible, suspend the execution of the obligations of the seller. The seller will send the buyer the proof of the occurrence of such event of force majeure within the shortest term. The purchaser shall in no case be able to claim any compensation from the seller for any case of force majeure.

8. Subcontracting and assignment.

The vendor is entitled to subcontract or to assign to a third party the order, in whole or partly, without the prior agreement of the buyer.

9. Actuation of the present general conditions of sale.

The fact that the seller does not effectuate one provision, or a part of a provision of the present general sales conditions, can in no case be interpreted in a waiver on his part, and the buyer can't use this afterwards as reason of waiver or put into questioning any other condition stipulated.

10. Competent court and governing law.

These conditions shall be governed by and construed in accordance with the laws of Belgium. All disputes shall be exclusively settled by the courts of Brussels. The Brussels courts, if necessary, the magistrate of the 2nd district in Brussels, are solely responsible for the interpretation of the present general sales conditions and any dispute of any nature whatsoever, and only Belgian law is applicable.

11. Invalidity or non-opposability

The invalidity or non-opposability of one of the above stipulated provisions or part thereof, for any reason whatsoever, shall in no case result in the invalidity or non-opposability of the other provisions of the present general sales conditions.