

GENERAL SALES CONDITIONS

1. Application

The signing of an order form or the acceptance of an invoice implies that the purchaser accepts our general sales conditions without any reservations.

Current general sales conditions shall apply to the relationship between the purchaser and the seller, except for the changes the parties would make explicitly to it in common agreement and in writing. The current general sales conditions overrule all general conditions of the buyer, even if they are of a more recent date.

Orders as well as offers made by our representatives or commitments they entered into shall only be binding after they have been confirmed by us in writing.

2. Prices

Our goods and services will be invoiced to the prices and price lists that are in force on the date of delivery, except for our written deviation.

Our prices are VAT and transport costs excluded.

Transport costs are at the expense of the purchaser.

3. Cancellation

The purchaser can only cancel a confirmed order with our consent, without prejudice to our right to compensation fixed at 40% of the orders value, unless our company prefers compulsory performance, also without prejudice to our right on compensation for the damages we suffered.

In case of cancellation, the paid advances will be preserved and shall be deducted from the above-mentioned compensation.

In the event of force majeure, we may cancel orders without compensation if the force majeure makes a normal delivery impossible. Force majeure shall include without limitation, industrial action, lockouts, operational disruption, transport disruption, bans on exiting, entering or passing through a specific country, fire, exceptional climatic conditions such as snow or flood, war, epidemic. Such incidents of force majeure shall apply to circumstances regardless of whether they affect us, a supplier, or our subcontracted transport or freight operator.

4. Deliveries

The goods are sold ex works. Irrespective of the fact that the goods are collected by the purchaser or that we arrange their transport, the purchaser always runs the risk, among which for loss, theft, or damaging of the goods.

If the delivery is delayed due to the purchaser, the risk shall be considered as having been transferred to him on the agreed delivery date.

All complaints with regard to the delivered goods shall only be admissible if at the moment of reception of the goods an express reservation has been noted on the transport document with description of the nature and extent of the complaint.

The buyer must check the goods or services for defects on delivery and report visible defects immediately. Any acceptance without reservation shall cover all visible defects and non-compliance or incompleteness of the delivery.

Such reservation shall have to be confirmed in writing within 8 days of the reception of the goods, if not, the reservation shall be considered as non-existing.

5. Periods

Our delivery periods are indicative and can be extended without prior notification. It does not constitute an essential part of the agreement.

No delay in delivery for whatever reason can give rise to a claim for compensation on the part of the purchaser.

In case of force majeure, our delivery obligations will be suspended ipso jure.

Every arrear in payments by the purchaser can lead to the suspension of our deliveries or services, without notification, until all unpaid debts are settled.

In case the goods cannot be delivered at the agreed delivery date due to the purchaser, the costs associated thereto can be charged to him, without prejudice to our right to apply a price adjustment or to consider the sale agreement as violated on account of non-performance on the part of the purchaser. In the last case, the rules of article 3 shall apply.

6. Liability

The purchaser is obliged to handle, store and use our products in the approved manner and in compliance with the typical directions of the delivered goods.

We are not liable for damages caused by hidden defects which were unknown to us. Despite of the kind or the consequences of the defect, our contractual liability shall always be limited to the value or replacement of the defective products.

In view of the nature of the product, every claim regarding to hidden defects shall only be admissible if they are submitted within a short period of one week of the goods in question being used.

All claims regarding to a product that was delivered more than three months earlier shall be considered as inadmissible.

7. Payment

Except a provision on the contrary is mentioned on the invoice, the goods shall have to be paid upon receipt of the invoice.

In case of non-payment of one invoice on its expiration date, the total of the amounts due to us by the purchaser shall be immediately and ipso jure claimable in their totality.

In the absence of payment on the expiration date, the total invoice amount will be ipso jure and without prior notification, increased by 15%, with a minimum of 130 euro.

Moreover, on the non-paid amount an interest of 1% per month shall be due with a minimum of 50 euro, ipso jure and without additional notification.

The non-payment of an invoice shall allow us to resign all ongoing contracts with the purchaser ipso jure, without prejudice to the right on compensation according to article 3.

In case of insolvency of the buyer or unpaid debts, even within the scope of earlier agreements, we reserve the right, even after partial performance of the contract, to require the necessary guarantees from the purchaser for the good performance of the obligations he entered into.

In case the purchaser does not give us the required guarantees, we shall be entitled to cancel all or part of the contract and the connected deliveries to it, without any right to compensation for the purchaser.

The goods shall remain our property until the date of complete payment of the invoice.

We have the right to collect the unused goods which were not paid.

No complaint or dispute whatsoever may authorise the purchaser to suspend its payment.

8. Jurisdiction

Belgian law shall exclusively apply to disputes with regard to the contracts and orders.

In the event of disputes, the Courts of Brussels are exclusively competent to settle, except with regard to disputes relating to the quality of the delivered goods, if such a dispute concerns an amount of more than 25.000 euro. In such case, the dispute will be decided by an arbitral college of three experts, in which each party appoints one expert, and a third one is designated in accordance with the Judicial Code.