



General terms and conditions of sale and delivery

1. Without prejudice to possible special terms and conditions prevailing over the present general terms and conditions, all sales and any performances delivered are subject to the general terms and conditions mentioned below; they have legal precedence over the purchase terms of the customer. If any clause of these general terms and conditions becomes void or unenforceable by force or operation of law, the remaining clauses shall remain valid and enforceable.
2. Except if stipulated otherwise, offers presented by us or on behalf of us will remain valid for the duration of one month, starting on the date of the offer. Any orders placed through an intermediary shall not be valid until the vendor has given his written confirmation to the buyer directly.
3. Unless stated otherwise, our prices are excluding VAT, applicable taxes, packaging, moving and transport costs.
4. The stated performance or delivery periods are indicative. Exceeding the anticipated execution or delivery period will - *except for bad intent or gross negligence by the vendor* - under no circumstances be cause for termination of the purchase agreement. However, any delay in the execution that comes to the vendor's notice, will be communicated to the buyer at the earliest convenience. Modification of an order immediately results in the cancellation of the predetermined anticipated delivery dates.
5. Goods are delivered at the vendor's registered offices, as specified on the front side of the invoice, on the date the goods are made available to the buyer. The goods are transported at the buyer's own risk and cost.
6. Complaints for apparent defects must be communicated in writing by making reservations on the delivery form. Complaints for hidden defects must be communicated in writing; the defects will be described explicitly. Parties agree that the short term mentioned under Article 1648 CC (BW) or in any other applicable legal clauses will be set at 6 months starting at the delivery date. The vendor can choose to cancel the agreement or replace the defective goods. Under no circumstances will the vendor's liability exceed the maximum value of the goods referred to in the agreement. The vendor will never be held liable for consequential damage. Neither will the vendor be held liable after treatment or processing of the goods. Defective goods can only be sent back upon the vendor's written consent and on the buyer's cost and risk. The vendor's consent to take back the goods does not imply any recognition of any liability.
7. The invoices are payable 30 days invoice date, unless other terms of payment are specified on the front side of the invoice. Any amount unpaid at the due date will, without prior proof of default, produce a legal interest equal to the interest rate provided in the Law of 2 August 2002 on the measures against arrears in business transactions, increased by seven per cent points and rounded up to the next half per cent point with a minimum of 12% per annum. In the event of non-payment on the due date the outstanding balance will - *after serving notice upon the debtor* - be increased by 20 % with a minimum of 100 euros by way of conventional and fixed indemnity even if terms of respite are granted. This damage clause does not constitute compensation for possible legal collection charges. Non-payment of an invoice on the due date is cause for immediate claim of all outstanding invoices, expired or not, without consideration for previous terms of payment. Payment without reservations of part of the invoiced amount constitutes the acceptance of the invoice. Partial payments will be accepted with all due reservations and without any prejudicial acknowledgement. They will be attributed to possible legal costs, subsequently to any interest due, the fixed indemnity and finally the capital.
8. Application for composition (amicable or judicial), suspension of payment – even if not established officially- or any other fact or event indicating the buyer's insolvency will result in the immediate claim of the invoices related to the delivered goods.
9. Payments to intermediaries constitute a relief insofar as they are transferred to the vendor.
10. If the vendor cannot honor the agreement due to force majeure, even if the latter does not lead to permanent and/or full impossibility to execute, the vendor is entitled to annul the contract by simple written service to the buyer, mentioning the reason for the unfeasibility of the contract. In this event, the buyer will under no circumstances be entitled to any indemnity. Are considered force majeure: force of nature, strike or lock-out, fire, flood, seizure, embargo, shortage of transportation means, general shortage of raw materials or goods, energy restrictions, regardless whether this 'vis major' occurs with the vendor or one of his suppliers.
11. The goods delivered to the buyer, even if these are used by the latter, will remain the property of the vendor until the date of full payment. The buyer will not sell the goods nor give them to third parties or use them as collateral for as long as the goods shall remain the vendor's property. In the event of non-compliance with this prohibition, a fixed indemnity of 20% of the selling price will be due to the vendor. Should the goods be sold, the right to the resulting selling price will substitute the goods delivered. From the moment of materialization of the agreement, the buyer bears the risk for any damages, destruction or disappearance.
12. The agreement is executed at the vendor's registered offices. This agreement is governed by Belgian law. Parties explicitly agree that the clauses of the Vienna Trade Agreement of 11 April 1980 do not apply to their present and future relations. All discussions will be the exclusive competence of the Courts in the vendor's court district, except if the plaintiff prefers the competent Courts in accordance with article 624 of the PC (Ger. Wb).