

General Sales Terms

1. The purchaser is regarded as having accepted our general sales terms and having renounced his own general sales terms.
2. Our offers are made without any commitment. The sale is only after we have accepted the order from purchaser in writing.
3. Any increase in the ancillary of the sale such as transport and insurance, customs duties, taxes, etc. before the arrival of the goods at their destination shall be paid by the purchaser.
4. Delivery deadlines are indicative and without commitment.
5. Government orders or actions, war, riots, strikes, lock-outs, fire, machinery breakdowns, insufficient supplies of raw materials, interruptions in transport and all other circumstances beyond our control blocking normal production or delivery of the goods are regarded by the parties as cases of force majeure. In such cases, we can decide whether to suspend or terminate the contract.
6. The goods are the risk of the purchaser once they have been dispatched, even when we are paying transport cost.
7. The purchaser is required to approve the goods on receipt. Any complaints must be made immediately and confirmed in writing within eight days of receipt of the goods. The purchaser must in addition take all useful measures to permit a check to be carried out and to limit the damage.
8. With regard to either apparent or hidden defects, the goods recognized as defective will be either replaced free of charge or reimbursed partially or totally. Any complaints must, under penalty of estoppel, be made within three months of receipt of the goods. We shall not be required to pay any other compensation to the purchaser unless it merges from the relevant circumstances that they have committed a serious offence.
9. The amount of the invoices is always payable under the conditions and within the deadlines stipulated in the note confirming the sale. Invoices are payable to our bank account or post office cheque account within the deadline laid down on the invoice. Interest on late payment shall be applied, as of right and without prior notification, from the payment deadline laid down. The interest rate shall be equal to the legal interest rate plus three percentage points. Furthermore, to compensate for additional damage, administrative and other costs as result of non-payment by the deadline, a fixed amount of compensation equal to 10% of the amount of the unpaid invoices, with a minimum of 25€, shall be payable in the event that the purchaser is still in default of payment at least 15 days after notification by means of a letter sent by ordinary post. Non-payment of an invoice by the deadline entitles us to demand the payment of any other amounts owed which are not yet due and to terminate or suspend outstanding orders without any formalities and without prejudice to our right to claim damages.
10. The prices agreed are based on the rate of the currency compared with the Euro which is in force on the day the contract is definitively concluded. Any variation in the rate of over 2,25% more or less shall result in an adjustment of the price in line with the day of receipt of payment.
11. All our sales are governed by Belgian law. Any disputes relating to the existence, interpellation or execution of our sales shall be exclusively dealt with by the Brussels Courts. It is understood, however, that we reserve the right to depart from this rule and institute proceeding in the courts in the purchaser's place of domicile.
12. The international rules for interpreting commercial terms issued by the International Chamber of Commerce are applicable to all our sales abroad.