

GENERAL TERMS AND CONDITIONS

1. These terms and conditions will always be deemed to be explicitly agreed upon at our registered office. They will always replace the terms and conditions of the co-contractor to whom is referred to when placing his order.
2. All quotations will be based upon the wages and the prices of the materials which apply at the time of the drawing up of the quotation. In the case of price changes, we can always these proportionally. In any case the prices are stated exclusive of VAT.
3. The co-contractor who cancels his order, will always be indebted a lump sum equal to twenty-five (25) percent of the value of the order. This payment will be a perfectly reasonable considered compensation for having the option to, totally and finally, get rid of our agreement.
4. Terms of delivery will be, only approximately, be stated in working days, and consequently as mere information. In the event of delay, the agreement can therefore never be terminated against us, nor can ever any damages be claimed from us.
5. When we would be unable, because of force majeure, strike, staking, lock-out, disaster and so on, to properly implement the agreement, we will reserve the right to immediately terminate the agreement, without being liable to pay any damages.
6. We can also consider the agreement ad dissolved, by law and without prior notice in the case of a bankruptcy, obvious insolvency or with any modification of the legal situation of the co-contractor. Even then we are not indebted any damages. The second article of these terms and conditions will in such a case automatically apply.
7. The goods will be received and accepted in our warehouses (INCOTERM EXWORKS). They are transported at the exclusive risk of the co-contractor, even in the case of free shipping. The storage of the goods will be done, in anticipation of delivery or collection, at the co-contractor's risk. When this latter has not collected the goods after a two-week's term, we will not only be entitled to invoice without delivery, but he will also owe us a standard compensation of 25 euro per day that the goods have been stored. In the case the goods must be destroyed for legal or regulatory reasons or due to the neglect of the co-contractor or by order of the competent authority, these expenses will at the co-contractor's expense.
8. Once the goods are delivered, any remarks concerning the quality are excluded. In the case we do not receive other complaints in writing, within eight calendar days and before putting them to use, before processing them and/or before continued sales, we will be entitled to disregard these. Hidden defects must be pointed out to us within eight calendar days starting the time they could have been noticed. After that period, we are no longer due any safeguard. Our liability is reduced to the amount of the intervention of our insurers. We can never be held to pay more damages than the value of our delivery (excl. of VAT). Under no circumstances will we be indebted a compensation for financial and commercial losses, increased general expenses, the disruption of your plans, the loss of expected profit and the loss of potential customers or any other indirect of immaterial damages.
9. Protesting an invoice can only be done in writing per registered letter and will need to have a detailed motivation, at the latest within eight calendar days after having reached the date of invoice, always stating the number and the date of invoice.
10. The invoices are payable in cash at the address of our registered office. Additional costs of international amounts are at the co-contractor's expense. In the absence of a punctual arrangement, will be indebted by law:
 - a) one percent delay interest as per new month until the day of the full payment, and
 - b) an invariably increase clause equal to ten (10) percent of the total invoice amount with a minimum of 125 EUR as per unpaid invoice. It does not matter to know whether the suffered damages are higher or lower than the conventionally fixed compensation, any more than there can be any private punishment. No expenses linked to unpaid bills and cheques nor other collection costs are included in this lump sum compensation.

11. Non-payment of an invoice on the due date will cause, by law, that other non-expired invoices will expire and become totally claimable. Late payment of invoices will entitle us to immediately stop further deliveries, and to consider both the totality and the still to be executed part of the agreement as dissolved, plus damages at the co-contractor's expense as stipulated in the third article.

12. If we have not been paid in full, the supplied goods will remain our exclusive property, namely deferred transfer of ownership also regarding a third party and certainly in the case of a bankruptcy of the co-contractor, with the risk and the safe-keeping obligation to be paid by the co-contractor. This principle will only be lifted by the payment of everything that's still coming to us.

13. Offsetting between indemnities for which we could be approached and our invoices, is out of the question.

14. The contractual relationships between the parties will exclusively be governed by Belgian legislation, with the explicit exclusion of the Vienna Convention of 11 April 1980. Any dispute will exclusively be settled before the Justice of the Peace of the fifth canton in Ghent, the Court of First Instance East-Flanders, section Ghent or the Commercial Court in Ghent, section Ghent. These territorial rules of jurisdiction will also apply in the case of an interim procedure, without prejudice to our right to summon the co-contractor before the competent courts of the location where the agreement must be complied with. It is thereby not only referred to art.624 (Belgian) Jud. Code and art. 1247 paragraph 1 (Belgian) Civil Code, but also to the European regulation 1215/2012 regarding the governing jurisdiction, the acknowledgment and the implementation of decisions in civil and commercial matters ("Brussels I bis- Vo") applicable in the European Union, as well as, where appropriate, in art. 3 of The Hague Convention of 15 June 1955.
