

Conditions of Sale

General Terms and Conditions of Sale.

- 1. To commit our company, every order must be confirmed in our offices.
- 2. We take the necessary measures to respect the delivery terms and do not accept delay penalities
- 3. The delay in delivery can under no circumstances give rise to cancellation of the order.
- 4. The goods travel at the risk and peril of the consignee.
- 5. Any complaint, in order to be valid, must be submitted to our company in writing and at the latest within 3 days following receipt of the goods.
- 6. All invoices are payable at BE 8850 ARDOOIE
- 7. Unless otherwise stipulated, our agents or representatives may not collect the amount of the invoice.
- 8. Any exchange rate risk shall be borne by the buyer.
- 9. Except contrary and written provision, our invoices are payable 30 days after invoice date.
- 10. Any amount remaining unpaid on its due date shall automatically and without notice of default attract interest calculated on the basis of the Belgian legal interest rate plus 2%, with a minimum interest rate of 12%.
- 11. In case of non-payment on the due date, we reserve the right to increase the amount of the invoice by 10%, with a minimum of \leq 50 by way of a fixed and irreducible penalty clause.
- 12. The non-payment on the due date of a single invoice makes the balance due of all the other, even non-matured invoices, immediately payable by right.
- 13. If the buyer fails to fulfil his obligations, the sale may be cancelled ipso jure and without notice of default, without prejudice to our rights to all damages and interest. The expression of our will by registered letter shall suffice for this purpose.
- 14. If our confidence in the purchaser's creditworthiness is shaken by acts of judicial execution against the purchaser and/or other demonstrable events which call into question and/or render impossible our confidence in the proper fulfilment of the obligations entered into by the purchaser, we reserve the right, even if the goods have already been dispatched in whole or in part, to suspend all or part of the order and to demand suitable guarantees from the purchaser. If the buyer refuses to comply, we reserve the right to cancel all or part of the order. All this is without prejudice to our rights to all damages and interest.
- 15. OWNERSHIP The goods remain our property until full payment of the price. All risks are borne by the buyer. The advances paid shall remain acquired by us as compensation for possible losses on resale.
- 16. In the event that the purchaser processes the goods belonging to us himself, he shall from now on transfer to us by way of pledge all claims arising from this resale.
- 17. The drawing and/or acceptance of bills of exchange or other negotiable documents does not constitute a derogation from the terms and conditions of sale.
- 18. In case of dispute, the courts of Brugge have sole jurisdiction.