

ENG. GENERAL TERMS AND CONDITIONS OF SALE

1. Unless otherwise agreed upon in written, any offer and any (also future) agreement is ruled by these Conditions, which form an integral part thereof and which take legal preference to the Conditions of Purchase of the Client. Any departure from or modification of these Conditions can only be raised against us provided we have granted our consent thereto in writing.
2. Prices, brochures, catalogues or proposals, are free of obligations and noncommittal on our part. An agreement will only be effected after confirmation of the order by us. In case orders are carried out without our prior written agreement as to the price, the price of the day of delivery will be charged.
3. The mentioned delivery times are indicative and do not commit us strictly. Any delay cannot give rise to dissolution of the agreement and/or the obligation to pay damages at our expense. Changes in the order automatically mean that the indicative delivery times are reasonably extended. In the event of late payment of advances or invoices, the delivery may be suspended and the indicative delivery times extended.
4. **The responsibility and risk for the goods is transferred to the customer from the moment the contract is concluded. However, the goods remain our property until full payment of the price and appurtenances has been made. Until such time, the customer undertakes not to dispose of, pledge or encumber the goods with securities. If the customer, in spite of this prohibition, nevertheless disposes of, pledges or encumbrances the goods subject to retention of title with securities, the retention of title shall apply to the claim on the price against the third party as a result of commercial subrogation.**
5. Goods and materials ordered are always delivered ex factory/warehouse and are accepted at the place of delivery. The risk of transport is carried by the Client, even when it has been agreed that we will take care of transport. It is the Client's duty to ensure that all necessary precautions have been taken and all conditions have been met at the site of delivery so that delivery can take place in the precise circumstances, without us having to check this prior to delivery. All damage caused because the above has not been complied with, remains solely the responsibility of the Client.
6. If the customer refuses to accept the delivery or makes it impossible for us to deliver, we have the right to dissolve the agreement by written notification to the customer and without any judicial intervention, and the agreement is deemed to be dissolved from the date of the aforementioned notification due to breach of contract by the customer and damages shall be due. Without prejudice to our right to prove greater damage, this compensation is fixed at 25% of the price excluding VAT, increased to 65% in case of customization. If partial delivery has already taken place at the time when the customer refuses to accept the further delivery or makes further delivery impossible, we shall be entitled to charge the customer for the part already carried out and to dissolve the contract for the part not yet carried out, subject to written notification to the customer and without any judicial intervention. In that case, the customer shall owe a fixed compensation equal to 25% of the price excluding VAT, increased to 65% in case of customization, without prejudice to our right to prove greater damage.
7. The price can be legally increased with any applicable government taxes and levies, as they are due on the day of delivery.
8. All invoices must be paid at our main office at the time of delivery, in cash and without reduction. In case of delayed payment, a legal and conventional interest of 1% per month or part of a month will be charged, without any proof of default being necessary, from the due date. The interest due by the Client will be capitalized per annum, on condition of notice of proof of default thereto by registered mail. If payment by instalments has been agreed in the Special Conditions, the remainder will become legally due and increased with any interest and compensation, at the time when one of the instalments is not paid or is paid too late.
9. In case the amount outstanding is not paid on its due date, and after notice of proof of default by registered mail, any amount due will be legally increased by 12%, with a minimum of 123,95 euro by way of conventional compensation, as a fixed compensation caused by extra-legal costs incurred. This compensation is subject to the same legal and conventional interest of 1% per month or part of a month, on condition of notice of proof of default by registered mail.
10. The unconditional payment of part of the amount invoiced will be considered as the acceptance of our invoice. Payments on account will always be accepted with all reservations and without adverse recognition, and will be attributed by preference to any legal costs incurred, secondly on interest due, thirdly on the amount of the loss and finally on the total price.
11. Any person signing the contract for the Client is bound jointly and severally with the Client with regard to us.
12. In case of non-payment on the due date, and after notice of proof of default by registered mail, we can, at all times, opt for the legal cancellation of the contract at cost to the Client, on condition that we notify him thereof by registered mail. In such case we will retrieve the goods from where they are kept, and the Client is legally bound to pay a compensation of a minimum fixed price of 25% of the total - increased up to 65% in the case of made-to-measure goods - exclusive of VAT; the task of justifying the higher fixed amount claimed, rests with us.
13. Also, in case of non-payment by the due date, we reserve the right to cancel any outstanding orders and delivery thereof, which we will notify the Client of by registered mail. In case of annulment, the Client is legally bound to pay a compensation of a minimum fixed price of 25% of the total - increased up to 65% in the case of made-to-measure goods - exclusive of VAT; the task of justifying the higher fixed amount claimed, rests with us. Moreover, in such circumstances, all outstanding amounts to be paid by the Client will be legally called in, without proof of default being required.
14. We have the right to retain any goods of the Client which are still in our possession, to the amount of money owed to us.
15. In case objective elements (such as a disputed bill of exchange, cancellation of credit, attachment or seizure, outstanding debts, etc.) point to cash flow problems with the Client, we have the right to couple the implementation of our agreements to the receipt of sufficient guarantees, otherwise all outstanding amounts to be paid by the Client will be legally called in, without proof of default being required.
16. Insofar as receipt of the delivery has not been expressly confirmed, complaints regarding its conformity must be notified and justified, under penalty of annulment, by registered mail within three days after delivery and before use, treatment, processing or sale of the goods. The Client accepts the standard tolerances of the industry. Complaints regarding our invoice must be notified and justified, under penalty of annulment, within eight days after the date of the invoice and by registered mail. Any shortages and visible damage must be stated on the shipping note at the time of delivery, under penalty of inadmissibility.
17. The amounts owed to us by the Client cannot by any means, except by our written agreement thereto, be offset against any amounts the Client may claim we owe him. Neither can the Client use any of these claims against us in order to delay or cancel payment of any outstanding amounts he owes us.
18. In order for the Client to claim indemnity for hidden defects, he must comply with all legal stipulations thereto. It is assumed that we have no responsibility for or knowledge of any hidden defects. It is customary to consider the short period of time which is mentioned in art. 1648 of Belgian Civil Law as that of 6 months, from the day of delivery, and that any claim for indemnity for hidden defects becomes invalid from the moment the goods delivered are processed, modified, repaired by the Client or by third parties, or of the sale of these goods. The Client cannot claim any indemnity for hidden defects in order to delay or cancel payment of any amounts outstanding. We have guaranteed our goods and services only with the Client personally. If he consequently transfers these delivered goods and services to third parties, they in turn cannot lay any claim against us on the basis of that guarantee.
19. Our responsibility with respect to the Client is, for any reason whatsoever, strictly limited to direct and foreseeable damage to the goods themselves, excluding any damage due to usage or processing, and up to the maximum of the invoiced amounts for the delivery or the part of the delivery concerned by the complaint, which means the purchase price in case of sales contract, or the value added in case of contracting. Where this maximum amount would be exceeded, the Client indemnifies us against all claims by third parties with regard to deliveries carried out.
20. In case of "foreign cause" (art. 1147 of Belgian Civil Law), even when this does not lead to a permanent and/or complete impossibility to carry out the agreement, we have the right, by law, to postpone or to cancel our commitments unilaterally, after giving prior notice thereof to the Client. Therefor we cannot be held, for whatever reason, to pay compensation. Examples of conventional "foreign causes" are, amongst others: war, a strike or lock-out, extreme shortage of raw materials, manpower or goods, weather conditions, fire, natural and/or other disasters, lack of transport, government decisions which influence the carrying out of agreements; these "foreign causes" may be applied both to us as our suppliers.
21. The Client acknowledges to be aware of this agreement and all its written and printed stipulations. He accepts that these documents form the integral text of the agreement between both parties, and that they replace all previous oral and written proposals to an agreement and/or documents drawn up by him, as well as all other communications between the parties with regard to this agreement. In case it should appear that one or more conditions cannot be invoked partially or wholly against the Client, all other conditions will remain in force without being affected at all.
22. In case of dispute, only the Belgian Justice of the Peace of Menen and the County Courts of the judicial Kortrijk district can rule *ratione loci*, save if we prefer the competent Courts as mentioned in article 624 of Belgian Judicial Law. The Client can only summon us before the Courts of Justice in the place of our registered office. This clause of competence is also applicable in case of emergency (e.g. for summary proceedings). The use of bills of exchange does not imply any renewal of debt and therefor does not cause any modification of competence or of any other stipulation of these Conditions.
23. In the event of a dispute concerning the interpretation of these general terms and conditions, the Dutch text always prevails.

Any agreement is ruled by Belgian Law.