

TERMS AND CONDITIONS OF SALE

1. By concluding agreements with us, the buyer acknowledges to be familiar with these terms and conditions and to accept these as an integral part of the agreement. Unless by our written acceptance, all other terms and conditions of the co-contractors are invalid and are not differentiable.
2. Our offers as well as indicated delivery times are only given by way of approximation for information purposes and do not infer any obligation on our part.
3. Each sale is concluded subject to good references. We reserve the right to hold over the agreement and to ask for sufficient guarantees for its good execution.
4. All complaints about deliveries must be submitted in writing within 48 hours of receipt of the goods, under penalty of not being accepted. Reaction to a late complaint does not imply renegeing on this stipulation and is still subject to all rights and without disadvantageous acknowledgements.
5. If a complaint concerning missing goods is acknowledged, between parties or in law, our responsibility does not extend further than commensurate repayment or replacement of the disputed goods and also expressly excludes any direct or indirect compensation.
6. For deliveries below 250 EUR, a fixed fee of 20 EUR for administration costs is charged.
7. All complaints about invoices must be submitted in writing within 3 days of receipt.
8. If there is no or only partial payment by the due date, without there being serious reasons for this, the balance due will by right and without warning be increased by 15 %, with a minimum of 50 EUR and a maximum of 1500 EUR as standard fixed amount compensation, and moreover standard late payment interest will be due under the same conditions at 12 % per year until the complete payment has been made. These sums are due on all other possible legal costs and execution costs.
9. Any discounts are always first applied to paying off interest which is due (art. 1254 B.W.)
10. Contrary to art. 1289 B.W., all debt comparisons are ruled out.
11. The issuing of exchange goods does not mean deviations from these terms and conditions of sale, and will never be able to be used as novation.
12. All collection and protest costs are for the account of the customer.
13. The seller reserves the right to view the present sale as annulled by law, without any obligation to pay compensation, if the buyer fails to meet his obligations, also those resulting from other contracts.
14. The goods remain our whole property until they are fully paid for, including any late payment interest and penalty clauses, this in contrast to art. 1583 B.W. Despite this express condition of possession and retention, all risk concerning the goods are immediately transferred to the buyer.
15. Only the courts in Harelbeke-Kortrijk (Belgium) are authorised for disputes.