

STANDARD CONDITIONS OF SALE

Unless otherwise agreed in writing, our sales are subject to the conditions set out hereunder :
The goods are despatched at the risk and costs of the customer. Delivery always takes place from our warehouses. The conditions of this contract shall not be modified in any way by the drawing of bill of exchange or by any other arrangement, nor shall any such act constitute a novation.

The time of delivery is only an indication. Any eventual delay gives no right to indemnification or other compensation. The cases due to force majeure or accidents (strikes, difference with work-people, war, a.s.o.) suspend by legal right the delay of execution of the agreement, and even gives us the right to cancel it partly or totally. Claims are null and void if not stated by letter within eight days from date of receipt of the goods and invoice date. In no case will the seller be liable for any indemnity greater than the amount of the purchase price of the goods involved. Complaint cannot be applied as a reason to suspend or to delay the payment.

In the absence of any express written provision to the contrary, all invoices of the seller are payable 30 days after delivery date. All the invoices are to be paid in Buggenhout.
Any amount unpaid on the due date shall, automatically and without prior notice, attract interest at a rate 7% above that applied on the invoice date by the European Central Bank for current account advances against government securities.
We reserve the right to increase by 10% the amount of any invoice unpaid on the due date.
The minimum amount of any such increase shall be 250 Euro.

Should the Buyer fail to honour his engagements, we may consider the contract cancelled and a letter sent by recorded delivery by us to the Buyer shall be evidence of our exercise of this right. Such action shall not in any way limit or prejudice our other rights.
If in our opinion there is a deterioration in the creditworthiness of the Buyer on account of measures of judicial execution against the Buyer and/or other negative demonstrable events; we reserve the right to suspend all or part of any contracts in operation and to ask the Buyer to provide such guarantees as we may deem proper to ensure the full performance by the Buyer of his engagements under the contracts. Such request may be made before or after the delivery of all or part of any order. Should the Buyer fail to meet any reasonable demand for such a guarantee, we shall have the right to cancel all or part of any contracts in operation. Such action shall not in any way limit or prejudice our other rights for damages or interests.

The title in the goods shall pass to the Buyer only when payment in full has been received by the Seller for all goods whatsoever supplied (and all services rendered) at any time by the Seller to the Buyer. The Buyer shall permit the servants or agents of the Seller to enter on to the Buyers' premises and repossess the goods at any time prior thereto.

As long as payment has not been effected the Buyer cannot sell, pledge or offer goods as guarantee or collateral security.

Should the goods (or any of them) be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Seller and the Seller shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party, and the Buyer hereby indemnifies the Seller in relation thereto. In the case on non-payment at the due date and upon demand the Buyer must return forthwith to the Seller all merchandise unpaid for.

Disputes arising out of this contract shall be referred to the Court of Dendermonde or, at our discretion, to the Courts having jurisdiction at the Buyers' domicile.