

1. Preamble

The present General Conditions of Sale and Delivery shall apply to all our contracts, except for modifications that may be agreed by the parties in writing. These General Conditions shall apply to the exclusion of all General Conditions appearing on documents issued by the Buyer.

2. Quotations

All our quotations are valid for a period of 30 days from date of issue, unless agreed otherwise in writing.

3. Formation and Entering into Force of Contracts

3.1 On receipt of an order, the Seller shall establish a written order acceptance document/Contract. The Contract is written in line with an obligation of means, not a result obligation.

3.2 The Contract is binding and enters into force when all the elements specified hereafter are in the possession of the Seller:

3.2.1. All technical specifications necessary or useful for the execution of the order, as requested on the document accompanying the Contract.

3.2.2. All other information necessary or useful for the execution of the order, as requested in the Contract and on the document accompanying the Contract.

3.2.3. Confirmation by the Buyer that all documents authorizing the importation of all goods ordered are available, the payment and transfer of the total Contract value and the installation and start-up charges, in the currency specified in the Contract.

3.2.4. Contractual down payment.

3.2.5. Contractual Letter(s) of Credit and financial guarantees.

3.2.6. Approval of the Contract and the terms of payment by the Belgian Banking and Credit Insurance Institutions.

3.3. If one or more of the remaining conditions of article 3.2, with the exclusion of article 3.2.1, are not fulfilled within the written deadlines, the Seller has the right to review the delivery dates. If one or more of the remaining conditions are still not fulfilled within 6 months after the referring deadlines has/have past, this will be regarded as cancellation of the Contract by the Buyer, in which case the Seller has the right to claim a fixed compensation of down payment amount as order confirmation, notwithstanding the Seller's right to claim additional compensation for the damage actually suffered and for loss of profits. The Seller always however retains the right to demand compulsory execution of the Contract.

3.4. If the conditions of article 3.2.1 are not fulfilled within the written deadlines, the Buyer shall bear all extra costs for instance extra transportation, delay in installation and commissioning, ... related to the late delivery of these technical specifications, with minimum the extra transportation costs for separate shipment.

4. Prices

4.1 All our prices are ex-works, unpacked, in EUR and excl. VAT and excl. other taxes and/or excl. import duties, unless agreed otherwise in writing.

4.2 Any cost for preparation of goods for shipment, loading on trucks or railway carriages as well for adequate packing for land-, sea or air-transport are for the account of and will be invoiced to the Buyer. The packing will not be retrieved.

4.3 The price calculations in all documents are based on the values of wages and materials at the time of the compilation of the Acknowledgement of Order. If these should undergo unforeseeable changes, e.g. through government decisions, we retain the right until the time of delivery to amend the contract proportionately.

5. Delivery Dates

5.1 The delivery dates are offered for information only and are not binding for the Seller. Under no circumstances can a delay in delivery give entitlement to compensation or dissolution of the contract.

5.2 Delivery periods stipulated in the Contract start from the date of entering into force of the Contract, according to article 3.

5.3 If the contract stipulates delivery FOB/FCA or FAS, the Buyer must inform the Seller of the shipping company and/or vessel to be used at the port of embarkation specified in the contract at least three weeks prior to the contractual date of shipment.

5.4 In case the embarkation cannot take place within three weeks from the foreseen date because the Buyer omitted to indicate the name of the vessel, because the vessel did not arrive at the port of departure within these three weeks or for any other reason not imputable to the Seller, then the Seller has the right to ship the goods by another vessel of his choice for the account of the Buyer, or to store the goods at the Buyers expense against a warehouse receipt.

5.5 On request of the Buyer, the Seller shall insure the goods to be stored, at the Buyers expense against personal risks.

5.6 The Buyer waives all recourse against the Seller in the following cases: non-delivery or late delivery imputable to the non-delivery or late delivery by the Seller's supplier, labor disputes and all other circumstances such as force majeure, declared or undeclared war, fire, mobilization, requisition, embargo, insurrection, lack of means of transportation, general lack of raw materials and supplies, production standstills and restrictions of use of energy.

5.7 If the Seller is unable to perform the contract because of force majeure, strikes, lockouts, etc.... the Seller retains the right to terminate the contract without any compensations being claimable.

5.8 The Seller retains the right to consider the Contract as dissolved by force of law and without prior notice of default in the event of the bankruptcy or apparent insolvency of the Buyer as well as in the event of any change in the Buyer's legal status.

6. Packing and shipping

6.1 The seaworthy packing for overseas shipments will be carried out according to the best standard methods available at the time of shipment.

6.2 The Seller declines any responsibility for claims for damages caused to the goods after leaving our factory caused by inadequate handling or storage, rust, sea-, rain- or condensation-water.

6.3 All shipping documents need to be approved by Buyer, before shipping is possible.

7. Transfer of risks and delivery

The transfer of risks and the delivery shall take place in conformity with the rules of the International Chamber of Commerce that are effective for the INCOTERMS declared Contractually applicable at the time of formation of the Contract.

8. Payments

8.1 Our invoices are payable in EUR, within 30 days from invoice date, unless agreed otherwise. In case of a reminder, we can charge 7,5 EUR admin fee.

8.2 A protest of an invoice must be made in writing within 8 days of the invoice date. The customer is requested to always state in the protest the date and number of the invoice.

8.3 Any amount unpaid on its due date leads by force of law and without prior notice of default to interest of 10% per annum, even after the acceptance of a repayment plan or granting of a period of respite. Furthermore, any amount taking the form of a claim for compensation remaining unpaid on its due date shall by force of law and subject to prior notice of default by increased by 10% with a minimum of 125 EUR, even after the acceptance of a repayment plan or the granting of periods of respite. Any outlay associated with unpaid bills or cheques as well as other collections charges are not included in this fixed compensation and will be charged on to the customer separately.

8.4 Under no circumstance may contractual payments be delayed or withheld because of complaints.

9. Modifications of Contract

Any modifications and or amendments to the contract terms are only valid subject to the prior, written approval of both parties. The change of the technical specifications implies a change of conditions and can only be agreed in written communication.

10. Passing of Property

10.1 The Seller retains proprietary right to all goods supplied until the Buyer has paid the prices in full (including interest and costs).

10.2 The Buyer do not undertake to sell the goods or to hand over them to third parties as long as they remain the property of the Seller. In case of non-compliance with this prohibition, a flat-rate compensation of 50% of the selling price will be due by the Buyer (as a supplement to the selling price and any delay fees), payable within three months.

10.3 Even so, the Buyer bears the risk of loss, damage or destruction of the goods. The Buyer agrees to insure all goods supplied under this contract for the contract price against all risks, including fire, war, strikes, riots and civil commotion.

10.4 The Seller retains the right to apply to all articles supplied by him his mark, trademark, serial number or company name.

10.5 The Buyer promises to incorporate the delivered goods into his immovable property only after payment in full.

11. Complaints – guarantees

11.1 The Buyer must notify the Seller within 8 days of delivery of all visible defects or visible discrepancies in the ordered goods. After this date the Seller is no longer liable, and no returns will any longer be accepted.

11.2 The Seller's indemnity obligation for hidden defects in the goods supplied by the Seller is limited to six months after the taking into service in the case of single shift working, three months after taking into service in the case of two shift working scheme and two months after taking into service in the case of three shift working scheme.

11.3 Notwithstanding what stipulated, the indemnity obligation of the Seller for hidden defects shall never exceed twelve months after delivery of the goods sold by the Seller.

11.4 The indemnity obligation of the Seller is only valid on condition that all equipment, accessories and or parts fitted to the delivered goods were supplied by the Seller or by a supplier recognized by the Seller in writing and if these deliveries correspond to the quality standards and technical specifications that the Seller has imposed in writing.

11.5 The indemnity obligation of the Seller with regards to defect in the supplied goods does not extend beyond the indemnity obligation of the Seller's suppliers. Furthermore, the indemnity obligation is limited to the quantitative replacement of the part recognized as defective. This replacement will be performed ex-works.

11.6 Under no circumstances is the Seller liable for wage, transportation and customs charges, machine breakdown, production loss or any other form of consequential loss.

11.7 The machines were designed to function optimally in an ambient temperature of between 13° and 33°C. Damage resulting from long-term use of the machines outside this range are excluded from the Seller's indemnity obligation.

12. Non-transferability of the Contract

The Buyer may not transfer his right under this contract to a third party without express previous consent by the Seller.

13. Validity of the Contract and General Conditions

Should one or more stipulations of this Contract prove to be or become invalid, this would not affect the validity of the remaining stipulations.

14. Other Conditions

14.1 Weights, dimensions, capacities, efficiencies and other information in catalogues, brochures, advertisements and illustrations are for information only. They are binding for the Seller only insofar as this is specifically stated in the contract.

14.2 Plans, drawings and technical documents supplied to the Buyer prior to or after the formation of the contract are not binding. The Seller retains the right to make any changes before delivery that appear to him to be appropriate.

14.3 This documentation remains the property of the Seller and may not be transmitted, copied, reproduced or communicated to third parties without the Seller's permission.

14.4 On request of the Buyer, the Seller shall supply free of charge illustrated manuals for the adjustment and maintenance of the equipment as well as spare parts catalogues. This documentation becomes the property of the Buyer, but is confidential and forms part of the restrictions in accordance.

14.5 The Seller retains the right to modify the goods in production without any obligation to carry out such modifications on similar machinery supplied previously.

15. Disputes

All our contracts are governed by Belgian law. In the event of disputes the courts of Kortrijk shall alone have jurisdiction. Not respecting this condition implies all direct and indirect legal costs are on account of the Buyer.