

General Conditions of Sale

The present conditions form integral part of the agreement. Only these conditions govern the contractual relationship between parties to the exclusion of the customer's own conditions. These conditions can only be deviated from in writing.

These general conditions of sale apply only between companies, during business transactions that result in the delivery of goods or the provision of services within the scope of an independent professional or economic activity.

1. The goods or services shall be delivered as specified on the invoice or order form.
2. The goods or services shall be delivered within the term as stated on the order form, taking into account the usual tolerance inherent in the nature of the industry or trade.
3. The goods shall be delivered and accepted in the warehouses of the seller, unless otherwise agreed in writing.
4. The goods are transported at cost and risk of the buyer.
5. Complaints concerning goods or services provided can only be accepted if they reach us in writing within two days following delivery.
6. Our deliveries are payable within 7 days after receipt of the original invoice.
7. The delivered goods remain our property until the full price (principal amount, costs and interests) is paid. The purchaser bears the risk as of delivery. The latter must store the goods in their original state. In default of payment of the invoice on the fifth day following the registered letter of formal notice, we are entitled to cancel the agreement by right via a simple statement sent by registered mail, without prejudice to the payment of a compensation by the defaulting buyer.
8. In case of non-payment of the invoice on due date, an interest shall be due by right and without notice. The calculation of this late-payment interest shall be based on the European Central Bank reference interest rate.
9. Moreover and without notice, the outstanding invoice amount shall be increased by 10%, with a minimum of EUR 25 by way of penalty clause for non-legal collection charges and contractual damage without prejudice to other relevant collection charges.
10. All our contracts are governed by Belgian Law.
11. In the event of disputes only the courts of Turnhout shall be competent.