

GENERAL TERMS AND CONDITIONS OF SALE

1. Unless otherwise agreed by Seller, these General Terms and Conditions of Sale shall apply to all offers, quotations, sales and agreements with the Seller. By accepting the order confirmation, the Purchaser accepts these terms and waives the applicability of his own General Terms and Conditions of Purchase. Deviating conditions shall only apply if Seller has expressly accepted the same in writing. The Seller may unilaterally change the current General Terms and Conditions of Sales at any time through a notification of the new version to the Purchaser.
2. Except where stated otherwise in the order confirmation, the delivery shall be made at the registered office of the Seller, and shall be deemed to have been completed on physical delivery, or after notification that the goods have been placed at the disposal of the Purchaser. Partial deliveries as well as tolerances of up to 10% in volumes are allowed. The agreed delivery date has been specified in good faith but is not binding, and late delivery shall not give rise to any right to claim damage compensation or to cancel the orders. The Purchaser may reject the goods if the Seller fails to make delivery within 30 days of sending a registered letter containing a request to do the same. Unless otherwise agreed by the Seller, the risk relating to the goods shall pass to the Purchaser at the time of the delivery of the goods.
3. The Purchaser or the consignee who acts on his behalf shall check the quantity and the good condition of the goods before acceptance. All shortcomings in quantity, all types of non-conformity or visible defects shall be noted on the delivery documents. In the absence of the same, the Seller shall be deemed to have waived all right to make any complaint in this regard. The condition of the goods should once again be carefully checked in detail prior to installation. If the Purchaser does not carry out the installation himself, he shall impose the obligation to conduct such inspection on his customers. In no case shall the Seller be held liable for damages that arose in view of the installation of goods that contained visible defects, colour deviations, or due to the incorrect fulfilment of the instructions of the Seller.
4. If not specified, the usual quality in the market shall apply. The Purchaser shall notify all complaints relating to hidden defects in writing within three working days after the same is discovered, but in any case within twelve months after delivery; hereafter all rights to claim are considered as waived. This provision shall not in any way affect the rights obtained under the commercial warranty. If the complaint is covered under the commercial warranty of the product, the Seller shall replace the defective products in accordance with the terms and conditions of such commercial warranty. The goods cannot be returned without the written consent of the Seller. Such consent shall however not constitute a recognition of liability by the Seller. The Seller shall have the right to replace the rightfully rejected goods, without such replacement giving further ground to demand additional compensation.
5. A complaint shall not suspend the payment obligations, and shall not authorise the Purchaser to refuse the delivery of goods that are not covered under the complaint. The liability of the Seller shall in all cases be limited to the value of the defective goods, to the exclusion of compensation of possible other damage and/or costs. In no event shall the Seller be liable for indirect damage or loss, such as, but not limited to loss of profit.
6. The goods supplied shall remain the property of the Seller until the full payment of the amounts payable by the Purchaser, on any grounds whatsoever. As long as the goods are not paid for in full, the Purchaser shall not re-sell or use the same as collateral. However, if the Purchaser does do so, he shall on transmit to the Seller all claims which he has against the acquirer of the goods, insofar as the statutory provisions relating to the same are duly fulfilled. If the goods sold are used in new products, such use will be deemed to have taken place at the expense of the seller who has acquired ownership of the new products. The Seller shall in no way be liable for these new products, and the Purchaser indemnifies the Seller fully against third party claims in this connection. The Purchaser permits the Seller or his representative to enter his premises in order to take back possession of the goods. If the goods returned are found to be not intact, incomplete or damaged, the Seller shall have a right to damage compensation.
7. The price reflects the cost price of the goods, and in case of changes in the same, the Seller shall have the right to revise the price. The goods shall be invoiced at the time of shipment at the price mentioned in the order confirmation. Each invoice is payable at the place, at the time, and subject to the terms and conditions mentioned in the invoice. The payment terms specified shall always have the invoice date as the reference point. All protests relating to an invoice must be received within fourteen days in order to be valid. Every amount that remains unpaid on its due date by operation of law, shall be subject to interest equal to 12% on an annual basis, and furthermore, 15% shall also be added to this amount towards conventional and lump sum damage compensation, subject to a minimum of 125 Euros and a maximum of 2,000 Euros. Before or during the execution of a contract, the Seller may request a guarantee from the Purchaser for the fulfilment of his obligations.
8. All copyrights, trademarks and other intellectual property rights related to the delivered goods are held by Seller and are not transferred to the Purchaser. Purchaser shall at all times follow the instructions of Seller with regard to the use of these intellectual property rights.
9. Force majeure (this shall include strikes and shortages of materials), shall suspend the execution of the contract, without giving to a right to claim damage compensation. Nevertheless, each party shall have the right to terminate the agreement without giving rise to any right to claim damage compensation if the suspension continues for more than sixty days.
10. If the Purchaser fails to fulfil his obligations, the Seller may, without court intervention, and without the need to issue a notice of default, either suspend the fulfilment of his obligations, or regard the contract as terminated, without thereby giving rise to any right to claim damage compensation on the part of the Purchaser, in relation to any contract whatsoever. It shall be sufficient if the Seller notifies his express wish in this regard (among other things, by letter). The Seller may immediately, without court intervention, and without any further notice of default being required, demand back all the goods sold, delivered and still present. The Purchaser shall immediately place the same at the disposal of the Seller at the Seller's registered office.
11. The parties agree that the present agreement is subject to Belgian law, with the exception of Clause 6, which shall be subject to the laws of the land in which the undertaking of the Purchaser is established. The UN Convention on International Sale of Goods 1980, is expressly excluded. In case of any disputes, the competent courts of Kortrijk shall have sole jurisdiction, unless the Seller chooses to file the suit before a different court.
12. If any provision of these terms is found to be invalid or unenforceable it shall have effect to the maximum extent permitted by law, or, if not so permitted, shall be deemed deleted.

Date:

Name and signature of the Purchaser: