

General sales conditions 04/10/2016

1. **Condition conflict:** Unless agreed upon differently in writing, all judicial conflicts between parties are regulated by these general conditions. This is essential for our agreement approval. These conditions outstrip the customer's conditions. Cancellations or invalidities of any of the aforementioned clauses or clause parts do not affect other parts of this document.
2. **Offers:** Any information provided by the seller, whether or not an offer, is purely informative, without any liability. Announcements or indications by the seller are not limiting. Agreements are only final after approval in writing of the order or offer. Even then, prices can be revised at the delivery moment when they've increased beyond the seller's control. Even if an explicit agreement has been reached, the seller is freed from any commitment if causes beyond his control arise, without any compensation right for the purchaser.
3. **Payment:** All agreements are expected to be reached and discussed at the seller's seat. All payments must be completed at the seller's seat, whether in the seller's offices or by credit into the seller's financial accounts. Payment is only liberating after it has been deposited into the seller's bank account. Financial and bank costs of this credit are at the purchaser's charge. Orders delivered to the seller's representatives are only valid subject to the seller's acceptance. Appointed persons or agents are not authorised to accept payments or to grant discounts. Any exchange issues do not imply novation. Unless indicated otherwise in writing, all invoices are payable at the invoice date without delay. If payment has not been completed by the deadline, then, as of the deadline and legally, i.e. without any preceding formal notice, we'll be entitled to the legal interest rate which applies to commercial transactions as well as a 12% flat-rate compensation with a minimum of 125 Euro. This will be our undiminished right at a fair indemnification for all relevant recovery costs which were suffered because of delayed payments. All of the seller's debt claims become exactable if one of the seller's invoices is not paid or if there is a major change in the purchaser's situation. If the invoice is not paid by the deadline, the agreement can be cancelled after a preceding formal notice without result within eight days. In that case the seller has the right to reclaim the delivered goods immediately at the purchaser's charge, without any court intervention. Applying C.C. article 1150, the seller's damage amounts to 30% of the contract's value, and the right to prove damage is not reduced in any way. The purchaser can never invoke any legal or other debt comparison, for whichever expired debt claim of the seller, to free him of that debt.
4. **Delivery:** The given execution term is always approximate, to make sure the seller cannot be charged any damage claims for late delivery or placement. The agreement can only be cancelled unilaterally by the purchaser, without any compensation right for the purchaser, after the provided delivery date has been exceeded by far, and after a registered formal notice which was left unanswered for a fair period of time. Orders cannot be cancelled during execution, at the penalty of damage compensation on account of breach of contract. Unless agreed upon otherwise in writing, the seller is not obliged to provide a preceding delivery notice. If the seller's services are unable to deliver when presenting themselves, or when the purchaser has caused the delivery to be unable to take place within the normal term, a damage claim will be charged as well as a 5% flat-rate increase due to additional administrative work. Under no circumstances will delivered goods be taken back. Goods are always sold EX WORKS (in agreement with Incoterms 2010).
5. **Liability:** The seller's warranty is limited to the warranty that can be obtained from the constructor. The seller's liability is limited to 10% of the already paid selling price. Additionally, the seller can not be held responsible for indirect damage, which includes: any damage caused by ceasing the production process, loss of raw materials due to restart, third party intervention, ... This list is not exhaustive. The seller loses all liability for any difficulties that may arise during deliveries as a result of force majeure; strikes (whether or not in the seller's company), weather circumstances, transport interruptions. This list is not restrictive. At the seller's choice, these difficulties legally imply contract suspension or cancellation without any damage compensation right for the purchaser. The seller can never be held responsible for any damage to buildings or to/by persons.
6. **Property reservation:** All goods, machines and pieces of equipment delivered by the seller remain property of the seller as long as they have not been paid for completely. However, after delivery, all risks are transferred to the purchaser, to whom possession will pass. The purchaser agrees not to sell the goods or not to pass them on to thirds as long as the goods are still the seller's property. Not abiding by this will result in a 50% flat-rate damage compensation of the selling price, owed by the purchaser (in addition to the selling price and possible delay compensations).
7. **Guarantor:** When an invoice is created in name of a third party, at the purchaser's request, the purchaser remains responsible as well as guarantor for its payment.
8. **Guarantees:** When objective indicators arise that could call the purchaser's financial capacity into question, the seller has the right to demand payment guarantees from the purchaser. Should the latter refuse, then the seller has the right to cancel the agreement after the seller made his intentions clear by means of a registered letter without any preceding formal notice. In that case, the seller has the right to reclaim any delivered goods without court intervention, subject to damage compensation for the seller.
9. **Complaints:** All complaints regarding visual deficiencies need to be communicated in written by registered letter at the seller's societal seat within three (3) working days after having received the sold goods, at the punishment of inadmissibility. Hidden deficiencies, i.e. deficiencies that could not have been detected without careful examination at the time of product reception also need to be communicated by registered letter at the seller's societal seat, at the punishment of inadmissibility, within 3 working days of the day during which the purchaser could have noticed the deficiency and definitely within the warranty period the constructor determined. At the punishment of inadmissibility, the complaint letter must contain a detailed description of the object of complaint, as well as the invoice data, the circumstances and the moment of observation of the deficiency. Unless declared so explicitly in writing by the seller, no transformation, reparation or return of these goods can happen, before the seller has had the opportunity to examine them. If not, the seller's responsibility is cancelled. Any reactions of the seller to late complaints or complaints without the required preceding observation will always be subject to this and will never imply any neglect to the aforementioned clauses. After having formulated any kind of complaint, the purchaser will still be obliged to abide by the conventional engagements, such as respecting payment terms and conditions. At all times, the purchaser is obliged to limit all damage when a complaint situation arises.
10. **Disputes:** The Belgian court applies for agreement between parties and general conditions. All disputes are at the exclusive authority of the courts at Kortrijk.