



1. General

- a. The supplier acknowledges absolutely no change or supplement to these terms of sale, which apply to all offers and agreements. No account shall be taken of any promises or undertakings and/or divergent conditions which have not been confirmed in writing by the supplier.
- b. All offers are made without engagement. A purchase order responding affirmatively to an offer does not give rise to a purchase agreement. For this, a written order confirmation from the supplier is required.

2. Scope of delivery and services

The deliveries and services of the supplier are exhaustively listed in the order confirmation.

3. Technical documentation

- a. Unless stipulated to the contrary, prospectuses and catalogues are not binding for the supplier. The mentions on the technical documentation are only binding for the supplier in the event of explicit guarantees. The supplier reserves the right to make changes which it deems necessary.
- b. Each party maintains all rights to technical plans and documents which it communicates to the other party. The addressee acknowledges these rights and undertakes not to disclose these documents, in whole or part, to third parties.

4. Prices

The prices are regarded as being net, ex warehouse of supplier, excluding VAT. The seller at all times reserves the right to make price changes.

5. Payment conditions

- a. Unless there is a written agreement to the contrary, payments must be made in cash.
- b. The buyer does not have the right to delay payments or to deduct discounts from them because of complaints, claims or demands for damages which are not acknowledged by the supplier.
- c. In the event of failure to respect the payment conditions, the buyer, without formal notice of default in advance, shall owe monthly interest of 1% on the amount, and the collection costs shall be charged to the buyer.
The amount owed will also be automatically increased, without advance notice, by lump-sum and unreduced damages equal to 15%, with a minimum of 25N.
- d. Protest against prepared invoices is only accepted if made by registered letter within 8 days after the invoice date.
- e. The non-payment on the due date of a single invoice ipso jure makes the owed balance of all other invoices, even if not due, immediately exigible.

6. Maintenance of ownership right

Without prejudice to the buyer's risk with regard to the goods, we maintain our ownership right on the delivered goods until full payment of the price. In the event that the buyer resells the goods, he transfers to us by way of pledge, effective immediately, all debt claims deriving from this resale. The advances paid by the buyer remain acquired to us as compensation for any losses on resale by us.

7. Delivery period

Under absolutely no circumstances can exceeding the anticipated delivery period entail cancellation of the purchase agreement. Moreover, postponement or non-delivery cannot give rise to a right to damages on the part of the buyer. The supplier is entitled to extend the delivery period and if necessary to set it aside in the event of force majeure or operating disturbances of any kind which should arise at the establishment of the supplier or its own suppliers and/or other third parties: in the event of late or defective deliveries of raw materials or semi-finished products or parts, in the event of non-delivery of important parts or official regulations.

- 8. In the event that the customer does not fulfil his commitments**, if he should cancel the order or if he does not wish to accept the goods, we have the right, after registered formal notice of default, to either demand the forced performance of the agreement increased by damages of 10 % or to have the agreement dissolved at the customer's expense. In the event of dissolution of the agreement, lump-sum damages of 25% of the amount of the order are owed, unless we demonstrate that the actual harm suffered is greater. Moreover, we are authorised to withhold these amounts from received advances or other amounts.

9. Procedure for acceptance of delivered goods and services.

The buyer is obliged to verify the deliveries and services within a reasonable period, and to inform the supplier immediately and in writing of any defects. In the absence thereof, the deliveries and services shall be deemed to have been accepted.

10. Guarantee, liability and cause of defects

Unless otherwise agreed in writing, our goods are only guaranteed as established by the manufacturer. Products with a sale value under 10N have a 14-day guarantee. The right to guarantee expires early if the buyer or a third uses or alters the goods in an improper manner.

11. Exclusion of any other liability

All claims of the buyer which are not expressly set forth in the present terms of sale are excluded, whatever their legal basis may be, in particular claims of all kinds to indemnification.

12. Jurisdiction and applicable legal system

The courts of Antwerp have jurisdiction for all disputes concerning orders, execution or payment. Only the seller may, if it so wishes, choose a different court.