

General conditions

Article 1: General provisions

1.1. All legal relations between you and us are exclusively governed by the present general conditions. Amendments thereto can only be proven by our written acceptance.

The placement of the order includes the acceptance of the present general conditions.

1.2. In case we act in joint venture for the delivery of services or goods, the general conditions of our partners also govern the contract, provided this is explicitly mentioned.

1.3. You guarantee us against all claims by third parties, directly directed against us, concerning goods or services delivered to you, in so far such claims from such third parties exceed our responsibility as defined in the present general conditions.

Article 2: Tenders

2.1. All data mentioned in our catalogues, documentation and price lists as well as in e-mail files and websites, such as dimensions, volumes, weights, capacities, work speed and other technical specifications and prices, are subject to amendment, do not bind us and can not be considered a tender. We decline all responsibility for printing errors.

Entire or partial duplication or multiplication of our trade documentation, in electronic form or other, such as price lists, brochures, folders, images, tables or technical data, is prohibited without our previous written consent.

2.2. Your can only prove our tenders in writing. They are without engagement and do not bind us. Even after written confirmation of a tender, it can be altered by us, e.g. in case of force majeure, such as modifications in exchange rates, labour strike, lockout etc.

Our tenders are strictly limited to the elements specified therein.

Article 3 : Request for tender and orders

3.1. Orders and their amendments can only be proven by you in writing.

Contracts are only concluded after our express acceptance of your order.

3.2. We are under no obligation of scrutiny of the contents of requests for tender and orders. These are deemed to be correct concerning quantity and technical specifications and to reflect completely the aim for which the goods or services are intended. If applicable, such information is the basis for further classification within the Directive Pressure Apparatus (PED 97/23/EC).

When ordering, you must draw our attention to any special application circumstances, such as damp or dusty locations, acid or saline atmosphere, high or low temperature, susceptibility to surface or impregnation substances, as well as shrinkage, oxidation and other harmful consequences.

Unless mentioned otherwise in writing, all requests for tender and orders are deemed to be destined for places where no danger for explosion exists (ATEX 100).

3.3. Your are bound by the contents of the drawings or models attached to your requests for tender or your orders.

Article 4: Delivery and risk

4.1. Unless otherwise stipulated, any times quoted for despatch are to be considered as estimates only, not involving us in any liability for failure to despatching within such time.

Delay in delivery does not entitle you to any indemnity or to resolution of the contract.

4.2. All goods, even to be installed, are delivered ex-works (EXW) Incoterms 2000. Failing written stipulation to the contrary, you organise and pay for transport and insurance of the goods. Our intervention with transporters, insurers, custom agents etc. are always deemed to be performed in your name and for your account and without obligation or liability on our part. Costs and risk of transportation by ourselves is at your charge.

4.3. After written notification we are entitled to suspend delivery or partial delivery and request guarantee for the price of the goods and/or services already delivered as well as for the goods and/or services still to be delivered. Costs for such guarantee remain at your charge.

Failing delivery of the requested guarantees within the given time period, we are entitled to terminate the contract with indemnity at your charge.

4.4. All instructions delivered by us for installation, operation and use are confidential and destined for your own use and are not to be entirely or partially circulated. Packaging is not taken back.

4.5. Risk passes over to you at the moment the goods leave our establishment even in case of partial delivery or if the goods are to be installed by us or in case cost of delivery is comprised in the price or if the goods are transported by us.

Article 5 : Reservation of title

5.1. Property in and title to the goods agreed to be sold shall not pass to you until payment in full of the price has been made to us.

5.2. In case of indications that you will not pay, we are entitled without summons or judiciary intervention, to at once disassemble and take back at your costs, the goods delivered. You irrevocably empower us to access the place where the goods are situated.

Article 6 : Price and payment

6.1. All our prices are net our warehouses, without costs of packing or of certificates required by you, all costs and taxes at your charge.

All prices indicated, can be modified without prior notice in case of increase of price determining elements, such as prices of raw material, wages or social charges.

6.2. In case lesser quantities are ordered than mentioned in your request for tender, we reserve the right to increase the offered price accordingly.

For goods, produced according to your specifications, we always reserve a quantity margin of 10 % in plus or minus.

For orders with a value less than 250,00 EUR (V.A.T. excluded), 15,00 EUR (V.A.T. excluded) will be charged for handling costs.

6.3. All invoices are payable at our company seat or in our bank account, within 30 days from date of invoice, without rebate. Payments will be imputed on the oldest debt or invoice.

On all your overdue payments, an indemnity of 15 % of the overdue amount, V.A.T. inclusive, is ipso jure owed by you, with a minimum of 50,00 EUR, as well as interests at 1 % per month from the date of the invoice.

6.4. In case one invoice is overdue, all payment terms and rebates are cancelled and all unpaid amounts fall due at once. The acceptance of cheques or drafts does not cause novation.

You explicitly waive any right to set off and/or retention.

Article 7: Notification of objections

You must file in writing any objections concerning invoices or confirmations of orders within 8 days after receiving such documents. Immediately on reception or performance, goods and/or services must be examined by you for defects and losses. In case of loss or visible defects, you are to protest in writing, immediately on performance or reception. For protest against hidden defects, the delay is 8 days as from discovery of the hidden defects. Overdue and/or non-written protest cause loss of right.

Unying, processing, manufacturing, incorporating, trading, changing or repairing etc. of delivered goods render every complaint impossible.

Article 8 : Liability

8.1. We are only liable for fraud or gross failure, even in case certain products or groups of products have to be recalled for hidden defects.

8.2. The extent of our liability is limited to replacement or crediting of the goods, at our option. All other damages, such as caused by injury, demurrage or damage to other goods or work is always excluded. Other damage than such for which we are insured, or, in view of the customs in the branche, should have been insured, is also excluded. Before being able to invoke our liability, you have to prove that the questioned goods or services can not be used.

Article 9 : Termination

9.1. We refuse any returns without previous consent in writing. Accepted returns must be made franco. Cancellation of orders is only possible for undamaged stock goods, in original package, against payment of return costs of 25 % of the total invoice value, with a minimum of 12,50 EUR. Custom made goods or non-stock goods are not taken back or annulled.

9.2. We have the right without summons to avoid a contract, even in case the goods are entirely or partially shipped, in case deliveries or partial deliveries are not accepted on the due date and/or paid, or in case our trust in your credit is shaken by any situation. In such case we are entitled to entire indemnity for any quantity not delivered or accepted.

9.3. In case events, independent from our will, render the performance of our obligation impossible or unreasonably onerous, we are entitled to terminate the contract unilaterally, with written notification and without any liability for indemnity.

Article 10: Limitation periods

The exercise of your rights under this contract, against us, is barred by the expiration of a period of time of 6 months, after the date such right can be exercised.

Article 11: Applicable law and competent court

11.1. To all our contracts, Belgian law is exclusively applicable. The applicability of the United Nations Treaty of 11 April 1980, concluded at Vienna (CISG) is excluded.

11.2. All litigation can, according to our choice, be brought in the courts competent for one of our establishments or for your establishment.

11.3. In case of litigation, all our costs, such as court costs, expert costs, attorneys costs, are at your charge.

