

TERMS OF SALE

1. Delivery dates are approximate and we cannot be responsible for delays due to causes beyond our control.
2. As our products are only made to order, an over or under run within 10% can always constitute fulfilment of the order.
3. Claims must be made within 8 days after receipt of the goods. If the claim is accepted, defective material will be replaced, or credited, but no claims for any other damage will be accepted.
Claims do not dispense from the agreed terms of payment.
4. Any amount unpaid at the date of payment takes with good reason interest in the rate of discount applied by the National Bank at the moment of the issue of the invoice on the promises and bills which are not domiciled in bank, increased by 2%.
5. In case of contestation, the tribunals of Ghent or the tribunals of the domicile of the buyer, all on the choice of the seller, are only competent.
6. When the credit of the buyer is deteriorating we consider that we have the right, even after partial dispatch of the goods, to require from the buyer the guarantees that we think proper for a good fulfilment of the entered engagement.
When the buyer gives us not satisfaction concerning this point, we have the right to cancel all or a part of the order.
7. When an invoice is unpaid at the date of payment, we consider that we have the right to increase its amount by 10%, with a minimum of 12,39 EUR.
8. When only one invoice is unpaid at the date of payment the amount due for all the other invoices even not due shall be claimable with good reason.
9. When the seller doesn't fulfil the engagements, the sale will regally and without notification be cancelled. The manifestation of the will by registered letter will therefore be sufficient.
10. Reserve of property : the title in the goods shall pass to the buyer only when payment in full has been received by the seller for all goods whatsoever supplied (and all services rendered) at any time by the seller to the buyer. The buyer shall permit the servants or agents of the seller to enter on to the buyer's premises and repossess the goods at any time prior thereto. As long as payment has not been effected the buyer cannot sell, pledge or offer goods as guarantee or collateral security.
Should the goods (or any of them) be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the seller and the seller shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party, and the buyer hereby indemnifies the seller in relation thereto.
In the case of non-payment at the due date and upon demand the buyer must return forthwith to the seller all merchandise unpaid for.

11. Force majeure : either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances : industrial disputes an any other circumstances beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstances referred to in this clause.
A circumstance referred to in this clause whether occurring prior to or after the formation of the contract shall give a right to suspension only is its effect on the performance of the contract could not be foreseen at the time of the formation of the contract.
The party claiming to be affected by force majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance.
If force majeure prevents the purchaser from fulfilling his obligations, he shall compensate the supplier for expenses incurred in securing and protecting the product. Regardless of what might otherwise follow from these general conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is suspended for more than six months.