

TERMS OF SALE

1. Delivery and dispatching are at buyer's expense and risk unless explicitly stipulated otherwise.
2. When the purchased goods have not been collected or taken possession of at the moment stipulated in the agreement, the seller can either demand the buyer to comply with the commitments he has entered into or break the contract. For the dissolution of the contract a notice by registered letter will be sufficient. In that case the buyer will have to pay damages to the amount of 20 % of the purchase price.
3. The goods delivered or collected are of good quality. The seller reserves the right to make changes of small extent in sizes or varieties without previous notice.
4. Remarks and complaints concerning the nature, quality, sizes, varieties etc. of the goods delivered are to be imparted by the buyers by registered letter within eight days from the delivery of the sold goods. After the expiration of this term the sold goods are considered as in conformity with requirements made by the buyer at the moment of the acquisition.
5. The seller has the right to annul the orders if they are ambiguous. He is likewise released from his obligation of delivery in case of war, insurrection, strike, international conflicts catastrophes or abnormal atmospheric conditions.
6. Packings are not taken back by the seller.
7. Costs attending the sale like V.A.T. customs duties and other rates and taxes are for the buyer's account.
8. Except contrary and written stipulation, our invoices are to be paid 30 days end of the month.
9. Except when otherwise provided below, the goods shall remain the property of the seller, and the buyer shall be the bailee only of the goods until the price has been paid in full, together with any interest and all other sums due from the buyer (in respect of the goods). Until payment in full as aforesaid the buyer will keep the goods separate from other goods in his possession so as to be identifiable as the property of the seller.
If the buyer shall sell or dispose of the goods or make any insurance claim in respect of them before the price, any interest and all other sums due (in respect of the goods) have been paid to the seller, then, although as between the seller and the buyer the buyer shall sell, dispose of or claim as agent for the seller, the buyer shall not give warranties or incur any liabilities on behalf of the seller. The proceeds of any such sale or other disposition (or claim thereto) or any such insurance claim (or claim thereto) shall be paid by the buyer into a separate bank account for the benefit of the seller and the buyer shall account to the seller for such proceeds, provided that the buyer shall be entitled to credit for any sums already paid and the amount (if any) by which such proceeds exceed the unpaid price interest and all other sums aforesaid.
All risks are on the buyer's account.
10. When the buyer's creditworthiness is in doubt by legal verdict against the buyer and/or any other proven negative development against buyers, the seller will have the right whether before or after despatch of goods to require from the buyer such guarantees as the seller shall deem to be proper to ensure proper performance of the buyer's obligations under the contract. Should the buyer fail to meet any reasonable demand for such a guarantee, the seller shall have the right to cancel all or part of any subsisting contracts.
11. When only one invoice is unpaid on the due date, the amount due for all the other invoices, even not due, shall be claimable with good reason.
12. When the buyer doesn't fulfil the engagements, the sale can legally and without notification be cancelled. The manifestation of the will of the seller by registered letter will therefore be sufficient.
13. Any amount unpaid on the due date shall, automatically and without prior notice, attract interest at a rate 2 % above that applied on the invoice date by the Belgian National Bank for current account advances against government securities.
Moreover, the invoice-amount will, by right and without summons, be increased by a sum equal to 15 % of the invoice-amount, with a minimum of 1.500 F, for damages and extra expenses, and exclusive of eventual legal expenses and interest, if any.
14. Prices are fixed in €uro and are payable in this currency only.
15. In case of contestation, the tribunals of Dendermonde or the tribunals of the domicile of the buyer, all on the choice of the seller, are only competent.
16. By placing an order, by signing the contract of sale or the order-form the buyer commits himself to observe the above-mentioned terms of sale occurring in this document.