

General conditions Buyer-Seller production

1. **Application area.** The present general conditions apply to all agreements, which the seller enters into with his customers, to the exclusion of the possible general or particular (purchase) conditions of the customer, even if they are informed afterwards. Particular agreements, if determined in writing, always precede these general conditions.
2. **Information.** Information given amongst other in catalogues, folders, letters, advertisements, images, websites, price lists, recommendations, etc. i.e. regarding sizes, colours, volumes, order numbers, and prices are given by the seller in good will and are not binding. Under no circumstances can the seller be held liable for possible mistakes. The customer chooses whether or not he wants to make use of it.
3. **Production.** The customer is informed that an order can only become definite once the seller obtains the go-ahead from the credit insurer. It is up to the seller to decide whether to notify the client of the agreement in writing, or by execution of the order without further reservation.
4. **Execution.** If the customer orders an article which needs to be specially manufactured, the seller is permitted to provide ten percent more or less than agreed (for smaller quantities to +/- 25%). Slight colour deviations, deviations in the weight or measurements (+/-5%), or deviations in thickness (+/- 5%) are still possible and can under no circumstances lead to any claim for compensations by the customer.
5. **Terms.** The delivery terms, as they are stated, are only supplied as a guideline and are not binding on the seller. The seller cannot be held liable because of delays in delivery, nor can the agreement be terminated to his disadvantage.
6. **Conformity and hidden defects.** The customer should immediately take possession and inspect the articles upon delivery. Each complaint must reach the seller by registered letter in order to be valid:
 - a. In case of a complaint because of non-conformity or visible defects, within eight days from the delivery of the goods;
 - b. in case of hidden defects, within eight days after discovering the defect and at the latest six months after delivery. Hidden defects can only lead to compensation if they were not in use or re-sold in the mean time.
The possible compensation will not exceed the price of the goods.
7. **Reservations of ownership.** The seller reserves the right of ownership, and irrespective of the agreement concerning the modalities of the sale, the ownership of the property will only be transferred once the entire sale amount and any possible additional costs, as well as any possible compensation and interest, are paid to the seller. The eventual delivery of the sold goods does not imply a waiver of this property right reservation. Subject to counter-evidence, the presumption is that the purchaser, along with the general conditions, received the invoice at the moment of the delivery of the goods. Despite the property reservations, the client carries the risk as from the acceptance of the order.
8. **Subrogation right.** The client may retail or resell the goods, whether or not processed, except if the seller himself would oppose this in writing. In all cases of retailing or reselling, the seller is automatically subrogated in the compensation of the client against the third-buyer of the goods, even if the goods have been processed. The client undertakes to immediately, on simple request of the seller, provide the name and the specifications of those to whom goods are sold, so that the seller can exercise his subrogation right if necessary.
9. **Retention right.** Notwithstanding the specifications under articles 7 and 8, the parties agree that the seller may perform his retention right on the already produced, but not yet delivered goods, upon which the seller performs the material detention and this until further guarantee of the payment of all the claimable invoices according to these conditions. In that case, a storage fee may also be charged at the usual tariff.
10. **Compensation.** The client and the seller agrees that their mutual claims, current and future, will still be compensated against each other.
11. **Prices.** All prices are net and excluding VAT and unless indicated otherwise, exclude supply, delivery, transport and insurance costs. The prices are based on the current applicable values for wages, materials, energy and raw material. Should this be subject to change, even after the agreement became valid, the seller retains the right to adjust the prices accordingly. In that case, the new price as indicated on the front of the invoice becomes valid.
12. **Storage, risk and transport.** All risks become that of the buyer once the agreement becomes valid. Storage of goods awaiting delivery or collection is still the buyer's responsibility. Except where agreed to otherwise, delivery remains ex works or factory. Eventually used Inco-terms must be interpreted based on the applicable English text of the ICC valid on the agreement at the moment of signature. The goods will continue to be transported under buyer's risk and the transport costs remain that of the buyer. Should the buyer fail to collect the goods on the agreed date or should the buyer refuse to accept the goods, then the seller has the right to charge a storage fee at the usual rate, not affecting his right to consider the agreement terminated, by right and without notice of default.
13. **Representatives and agents.** Orders accepted by representatives and/or agents are only binding on the seller after the written order acceptance by the seller.
14. **Cancellation.** Each cancellation of an order must be done in writing and is only valid based on the acceptance of the seller. In case of a cancellation of an order, the client has to pay a compensation amount of 10% of the value of the order, not diminishing the right to a higher claim if proven necessary. This compensation covers the fixed and variable costs and the possible loss of profit. If the production has already started or is completed at the moment of the cancellation, cancellation is not possible.
15. **Payment.** All invoices are payable at the official offices of the seller on the agreed expiry date. The amount due of the invoices must be paid in full. All costs, also bank charges, are for the account of the client. A discount for early payment may only be deducted if this was explicitly agreed to in advance. Should the seller grant the client payment terms and the client fails to respect one of these expiry dates, he loses the advantage of these terms and the total price, including interest on late payment and compensation for damage is immediately due, as well as any possible invoices still outstanding.
16. **Non-payment.** With (partial) non-payment of an invoice on the expiry date, interest becomes legally due from the expiry date without the need of a default notice, to the value of 1% per month from the date of the (outstanding) invoice amount. By right, compensation is also due without the need of prior default notice, to the value of 10% of the (outstanding) invoice amount, with a minimum of 100 EUR, not affecting the seller's right to prove higher damage. It is explicitly agreed that this compensation only covers the administrative collection costs, such as internal administration, reminders, etc., as well as the other contractual damage such as transitional credit, moral damage, etc. but excluding the legal fees, the administration of justice costs and lawyers costs and fees. These last will, where necessary, form part of a separate budget according to the Act on combating arrears payments in commercial transactions. Also not included in the compensation, are costs related to unpaid bills of exchange or cheques. Non-payment of a single invoice on the expiry date will cause the balance of all the other invoice – even those not due yet, legally due and immediately claimable. Drawing or acceptance of bills of exchange or other marketable documents implies no renewal of debt and does not form a deviation from the general conditions or other agreements. Partial payment is first allocated to compensation, costs and interests and only then to the principle sum. In non-payment of a single invoice on expiry date, the seller has the right to stop all further supplies. The seller also retains the right to consider the agreement terminated by right and without default notice, for the entire portion or the not yet supplied portion.
17. **Dissolution.** The seller retains the right to consider the agreement dissolved in case of bankruptcy, application for judicial agreement, obvious inability as well as with any change in the juridical position of the client;
19. **Circumstances beyond control.** If the seller is not able to meet his obligations towards the contract due to circumstances beyond control, strike, lockout etc. the buyer retains the right to terminate the agreement without any compensation claim being due.
20. **Dispute.** Notwithstanding the determinations under article 6, an invoice should be disputed in a registered letter within eight days after the date of invoice. The date and the date of the invoice must always be included.
21. **Liability.** The liability of the seller towards damage due to his error and/or neglect in the execution of the agreement or any other liability is always limited to the price of the supplied goods. This limitation is not applicable to bodily damage. All liability towards indirect damage or loss of profit is explicitly excluded.
24. **Applicable right and authorized court of law.** Belgian law, excluding the Viennese Sales Accord, controls the realization, validity, performance or interpretation of this agreement. All agreement related disputes - directly or indirectly - will be settled in the Belgian courts of law of the domicile of the seller, notwithstanding the right of the seller to lay a claim with another court of law authorized according to the regulations of the Belgian Judicial Code of Law or the E.X.X.-Regulation.