

## GENERAL CONDITIONS

1. Unless otherwise specified, fixed prices are valid for acceptance within 15 days only.
  2. Stock items are always offered, subject being unsold. The delivery terms are only indicative and delays can never give rise to indemnity, unless especially stipulated.
  3. The goods are travelling at Buyer's risks and dangers, even if prices are given "free delivered", FOB or CIF.  
Once goods dispatched, no claim for lack of quality or fabrication shall be admitted.
  4. The matters handled by our agents do not bind the company until our confirmation has been notified to the Buyer. Our agents are never entitled to receive payments, unless they have a specific mandate for a particular job.
  5. The force majeure cases release the Cy of any responsibility regarding delays. Considered as "force majeure" are : strikes in Belgium or in the countries of our suppliers, fire, shipwreck and in general all cases that can affect our procurement. On receipt of our goods, the Buyer shall check the types, quantities and their good state. The Buyer shall address his observations, in writing, on the shipping-note (forwarder's copy). Any claim regarding the content of the packings shall be notices to us within 24 hours of their receipt.
  6. The goods are payable to us at the dates foreseen in our conditions of sales whatever the delivery : postponed by the Buyer and/or delays in utilisation decided or undergone by the Buyer. All payments are due at the Company's desk. In case of staggered payments by draft or by any other means, the failure of one single payment at its date makes the total of all owned amounts immediately payable, legitimately and without formal notice. The Cy never gives up its rights, whatever payment terms she accepted. By the single fact of non-payment of fallen due invoice, the amount of aforesaid invoice with a minimum of 25€ (one thousand). Any delay in payment generates legitimately and without formal notice an interest of 15% (fifteen) a year on overdue payments.
  7. The property of furnished goods shall only be transferred to the Buyer after payment in our books of the amount of interests and costs. The Buyer can not dispose of the goods by selling or by any means prior to complete payment of his debts, without exposing himself to legal action.
  8. The conditions laid down, either by our general conditions of sales or by particular terms of a specific job, do not hamper our rights to claim reparation of any damage or to exercise all actions not expressly foreseen.
  9. If during the execution of a contract (or an order), important alterations of prices of materials, of fret or of the delivery tile occur, we reserve the right to modify the prices and delivery times accordingly.
  10. The goals for which the goods are bought and/or the conditions in which they are used or installed are beyond our control. We therefore do not guarantee neither expressly nor implicitly its durability, its commercialisation, or its suitability for any application. In all circumstances we decline any responsibility for, for example and without limitation, any prejudice, damage or consequence of damage, lost opportunity of doing business, loss of assets, stop of production, penalty, costs or any expense undergone by the user or the Buyer of any goods.
- Any claim regarding payment and/or the goods shall be submitted to the jurisdiction of Nivelles.