

## GENERAL CONDITIONS

1. Except for another written agreement the legal relation between parties is stipulated by these general conditions, about which the client declares to have read them. These general conditions prevail on possible own purchase terms of the client.
2. All offers are free of engagement. Taxes are not included in the prices. All the given prices are always calculated and based on wages, National Insurance contributions and raw material expenses, as they apply on the offer date. Official price changes, as determined by law, result automatically in according changes of the prices, fixed in the contract. This proportional increase can also apply to a part of the order.
3. Each person or company which places an order at the expense of a third, or to be invoiced to a third, makes out a case for this third, according to art.1120 of the Civil Law-book, and will be held responsible for settlement.
4. The transport or dispatch of our articles, no matter by which means of transport, it at risk of the addressee, even in case of carriage paid.
5. In case we act as a middleman, the guarantee is restricted to the articles delivered by us and granted by the supplier or by the manufacturer.
6. All our invoices are payable in cash to the address mentioned on the invoice, except in case they are stipulated differently in documents binding for the parties, or when a due date was mentioned on the invoice.
7. All articles not fully paid, remain our own property as a whole, in case of deviation of art.1583 of the Civil Law-book, any paid advances are as a compensation for expenses and loss of profit.
8. A retarded payment entitles us to stop further deliveries of services, for the credit does not increase furthermore, and without dunning letter on our part.
9. The delivery of goods or the execution of services on a later date as foreseen can never result in a cancellation or rupture of the agreement, nor can it entitle to any compensation, when it is not to mall fide or a grave error of the supplier.
10. In case of delay in cash payment or no-payment on the expire date, without any proof of default, a conventional interest of 1% a month will be due by right on the invoice sum, counting from the delivery day of the invoice , or from the fixed expire date . Each new month will be charged as a full month.
11. Moreover, the invoice sum will be increased by right by 15% and minimum 75 EUR, and this without serving notice upon the debtor as lump and irrevocable clause, as a compensation for collection provision of the claim, (like staff expenses, and administrative charges, management and follow-up of the file, influences on the financial management, etc ), this in application of art.1147 C.Lb. and art.1152 C.Lb. This compensation is due next to delay interests, collectable suit costs, and the possible compensation for material damages and loss of profit. Consequently, the parties agree that this compensation is a lump sum, and that this by deviation of art.1231 C.Lb. cannot be altered, even if the shortcoming is only partially.
12. Cheques and bills are only valid as a payment after their repayment. Possible costs are at the expense of the buyer or the client.
13. The collection and/or the acceptance of bills and other negotiable documents does not include a novation, and is no deviation to the general conditions. The acceptance costs of bills are at the charge of the buyer or the client.
14. Non-payment of the invoice on due date entitles us by right to claim immediately the due credit on all invoices, even those who have not yet expired.
15. Any dispute shall be settled by the Courts or the Justice of the Peace of the fourth canton Ghent, which have territorial jurisdiction.
16. Complaints concerning the delivery of goods or the execution of services or labour have to occur at delivery and have to be confirmed by motivated registered mail, within eight days after the delivery- or execution date. These complaints do not suspend the payment obligation.
17. Remarks and restrictions concerning the invoices and/or the general conditions have to be sent to us by registered mail within 8 days after invoice date.
18. Only the law of the country of registered office applies.