

TERMS AND CONDITIONS

1. These general conditions apply to all agreements concluded with our clients.
 2. These conditions together with the terms contained in any offer and written confirmation of offer constitute the whole of the Contract between the Company and the client and no variation of the same shall be accepted, unless at the instigation of the Company and confirmed in writing by them.
 3. All our other general conditions are replaced by the present general conditions.
 4. These conditions are to be strictly interpreted.
 5. We reserve the right to amend these conditions in whole or in part without prior explanation or notice.
 6. Any practical variation from these conditions and all the drawing of bills or the receipt of cheques or otherwise does not imply a variation of these General Conditions in whole or in part.
 7. These conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by the client.
 8. Our Quotations are free of charge but do not constitute an offer and no Contract will come into existence except on the basis of a written order and the Company's written official acceptance.
 9. Our quotations are only an indication of our prices relevant to the information supplied by the client but do not constitute approval or consent to this information.
 10. Under no circumstances shall the Company have any liability of whatever kind for:
 - 10.1 any defects resulting from wear and tear, accident, improper use by the client or use by the client except in accordance with the instructions or advice of the company or the manufacturer or any "goods" or neglect or from any instructions or materials provided by the client;
 - 10.2 any "goods" which have been adjusted, modified or repaired except [by the company (or) in accordance with the manufacturer's recommendations];
 - 10.3 the suitability of any "goods" for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the company;
 - 10.4 any substitution by the company of any materials or components not forming part of any specific or the "goods" agreed in writing by the company;
 - 10.5 any descriptions, illustrations, specifications, figures as to performance, drawings and particulars of weights and dimensions submitted by the company contained in the company's catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the "goods" and not to form part of the Contract or be treated as representations;
 - 10.6 any technical information, recommendations, statements or advice furnished by the company, its servants or agents not given in writing in response to a specific written request from the client before the Contract is made; of
 - 10.7 any variations in the quantities or dimensions of any "goods" or changes of their specifications or substitution of any materials or components, if the variation or substitution does not materially affect the characteristics of the "goods" and the substituted materials or components are of a quality equal or superior to those originally specified.
 11. Packaging, insurance and forwarding costs, installation at the client's premises, V.A.T., taxes and charges are not included in our prices. They are at the client's expense.
 12. Our prices are only valid if the complete order is placed.
 13. Our offers are valid for 10 days.
 14. Every order, including those placed with our representative or agent and those placed as a result of an offer made by us, will be binding when a written acceptance signed by a member of the board of directors, is given.
 15. A person who places an order and asks to invoice a third person, remains, despite this invoicing of a third person, severally and indivisibly bound to meet all obligations.
 16. If our products differ from the written specifications are fit for the purpose for which they are required and designed, they will not be considered contrary to the client's order and cannot be deemed faulty or defective.
 17. All our invoices are payable within thirty days from the invoice date, without discount.
 18. All invoices are payable [without discount of any kind in pounds sterling within [30] days of the date of the company's invoice] [at the company's premises stated on the invoice] and in no circumstances shall the client be entitled to make any deduction or withhold payment for any reason at all.
 - 18.1 Without prejudice to any other rights of the company if the client fails to pay the invoice price by the due date the client shall not be allowed any discount given in that invoice or in any other way agreed [and shall pay interest on any overdue amount from the date of which payment was due to the date of actual payment (whether before or after judgment) on a daily basis at a rate of [4] % p.a. over the base rate from time to time quoted by the Bank of England plc] and reimburse to the company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.
 19. Payments made to agents or to our representatives are only valid if they are transferred to us.
 20. Even if the client starts a dispute or invokes the guarantee clause, he is not entitled to stop or postpone his payments or to deduct part of the sums of our invoices.
 21. Any payment by cheque will only be treated as being payment in full when the cheque has cleared.
 22. In case of nonpayment or bankruptcy, request for composition, delay, dissolution, liquidation, publication of protested bills, summons to appear in court because of overdue accounts, the opening of a file by an institute which traces companies in difficulties, messages in the press concerning bad solvability, or the client's obvious inability to pay, or the sale, transfer or pawning, or client's introduction in a company of his funds or equipment, as well as when a client does not accept a bill in time, all outstanding sums, including those the client owes our related companies, become claimable at call, while no summons to pay is needed, and despite previously accorded terms of settlement and/or the drawing of bills or promissory notes and/or fixed spread deliveries. In these cases, we are also entitled to suspend or annul all commitments by registered letter for which the client cannot claim compensation, while our right for compensation remains in full force.
 23. In case of nonpayment, we have a lien on all items handed over to us by the client until payment in full of the principals, interests and costs.
 - 24.1 The company shall transfer any such title or rights in respect of the goods as the company has and if the goods are purchased from a third party shall transfer only such title or rights as that party had and has transferred to the company.
 - 24.2 Notwithstanding the earlier passing of risk the title in the goods shall remain with the company and shall not pass to the client until the amount due under the invoice for them, including interest and costs, has been paid in full.
 - 24.3 Until title passes, the client shall hold the goods as bailee for the company, and shall store or mark them so that they can at all times be identified as the property of the company. Any such storage or marking shall be sufficient to identify the goods as belonging to the company as opposed to any other creditor, receiver, liquidator or otherwise.
 - 24.4 The company may at any time before title passes and without liability to the client:
 - a) Repossess and dismantle and use or sell all or any of the goods and by doing so terminate the client's right to use, sell or otherwise deal in them and for that purpose or determining what if any goods are held by the client and inspecting them enter any premises of or occupied by the client.
 - b) Until the title passes the entire proceeds of sale of the goods shall be held in trust for the company and shall be held in a separate designated account and not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the company's money.
 - c) The company may maintain an action for the price of any goods notwithstanding that title in them has not passed to the client.
 25. If the delivered goods, by combining them with other objects, become part of a larger unit, we are deemed to own a part of it. This part will be equal to the value of the delivered goods.
 26. The delivery periods on our offers are only approximate.
 27. The delivery period only commences when we have received the information necessary to execute the order, as well as the legal documents (such as an import licence) and when the terms of settlement have been met.
 28. No compensation can be claimed in case of delay in delivery or impossibility to execute the order.
 29. The client cannot claim compensation, even if we bound ourselves to pay compensation when exceeding the delivery period, if:
 - 29.1 the delay or the impossibility to execute the contract is caused by an order of the government, force majeure, mobilisation, war, an epidemic, a lockdown, a strike, a demonstration, defects, fire, flooding, an explosion, lack of base materials or manpower, altered economic circumstances, vandalism, extraordinary weather conditions and all circumstances which disturb normal procedures against our will – in which cases we have the right to declare the contract void by means of a registered letter without any cost or compensation for either party;
 - 29.2 the client does not declare us in default by registered letter when we exceed the delivery period;
 - 29.3 the client cannot prove that he could already have used our products;
 - 29.4 the terms of settlement are not met by the client or if the guarantees are not/no longer sufficiently
 30. If we agree to pay compensation because of delay or if we are ordered to do so, our liability will always be limited to 0.5% of the amount of the order for each week the delay lasts starting the third week from the date of delivery, with a maximum of 5% of the amount of the order.
 - 31.0 The "goods" are delivered to the client when the company makes them available to the client or any agent or any carrier (who shall be the client's agent whoever pays its charges) at the company's premises or other delivery point agreed by the company.
 - 31.1 Risk in the "goods" passes when they are delivered in accordance with 31.0.
 - 31.2 Any dates quoted by the company for the delivery of the "goods" are approximate only and shall not form part of the Contract and the client acknowledges that in the performance expected of the company no regard has been paid to any quoted delivery dates.
 - 31.3 If the client fails:
 - (a) to take delivery of the "goods" or any part of them on the due date; and
 - (b) to provide any instructions or documents required to enable the "goods" to be delivered on the due date.The company may on giving written notice to the client store or arrange for the storage of the "goods", and on the service of the notice:
 - (a) risk in the "goods" shall pass to the client
 - (b) delivery of the "goods" shall be deemed to have taken place; and
 - (c) the client shall pay to the company all costs and expenses including storage, any redelivery and insurance charges arising from its failure.
 - 31.4 The company shall not be liable for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery or performance from any cause at all nor shall any such delay or failure entitle the client to refuse to accept any delivery or performance of or repudiate the Contract.
 32. Our guarantee duty against defects is limited to and subject to the following conditions:
 - 32.1 our secondhand products are sold in the state they are in; we are not in any way liable for any visible or hidden defects on our secondhand products, nor for the damage they may cause; there is no other guarantee than the one mentioned on the offer or the invoice, even if the products were inspected or reconditioned;
 - 32.2 we guarantee that all components we sell, are in good condition and working order when they leave our warehouses; we cannot in any way assume liability if the component is mounted in/on a faulty unit; as soon as the packaging is opened, the component is irrevocably considered sold;
 - 32.3.1 any claim that any "goods" have been delivered damaged, are not of the correct quantity or do not comply with their description shall be notified by the client to the company within [14] days of their delivery
 - 32.3.2 any alleged defect shall be notified by the client to the company in [14] days of the delivery of the "goods" or in the case of any defect which is not reasonably apparent on inspection within [14] days of the defect coming to the client's attention and in any event in the following periods:
 - (a) for "goods" manufactured by the company [6] months from the date of delivery;
 - (b) for "goods" manufactured or reconditioned by the company no period is applicable unless otherwise specified in the Contract; and
 - (c) for "goods" not of the company's manufacture the warranty period given by the manufacturer.
 - 32.3.3 any claim under this condition must be in writing and must contain full details of the claim including the part numbers of any allegedly defective "goods".
 - 32.3.4 the company shall be afforded reasonable opportunity and facilities to investigate any claims made under this condition and the client shall, if so requested in writing by the company, promptly return any "goods" the subject of any claim and any packing materials securely packed and carriage paid to the company for examination.
 - 32.4 we can only be held liable in case of defects which affect the utility of the delivered products; the client renounces all other claims;
 - 32.5 we do not assume liability for wrong or dubious dimensions and/or other variables communicated or stated by the client;
 - 32.6 for new products, we are only liable for the defects which appear during the first six months following the day they come into use; they are deemed to come into use not later than thirty days after they are put at disposal in our workshops or warehouses in case of delivery in Belgium and not later than forty-five days in case of delivery abroad;
 - 32.7.1 under no circumstances shall the company have any liability of whatever kind for:
 - 32.7.2 any defect resulting from wear and tear, accident, improper use by the client or use by the client except in accordance with the instruction or advice of the company or the manufacturer of any "goods" or neglect or from any instructions or materials provided by the client;
 - 32.7.3 any "goods" which have been adjusted, modified or repaired except [by the company (or) in accordance with the manufacturer's recommendations];
 - 32.7.4 the suitability of any "goods" for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the company;
 - 32.7.5 any substitution by the company of any materials or components not forming part of any specification of the "goods" agreed in writing by the company;
 - 32.7.6 any technical information, recommendations, statements or advice furnished by the company, its servants or agents not given in writing in response to a specific written request from the client before the Contract is made; or
 - 32.7.7 any variations in the quantities or dimensions of any "goods" or changes of their specifications or substitutions of any materials or components, if the variation or substitution does not materially affect the characteristics of the "goods" and the substituted materials or components are of a quality equal or superior to those originally specified.
- 32.8 if liability is excepted in relation to any defective components then confirmation will be given in writing and the component will be delivered to the company at the client's expense and replaced within a reasonable period of time.
- 32.9 the company reserves the right to compensate the client in respect of any accepted liability for defective goods by reimbursing the client with all sums paid in respect of such order as opposed to replacement of the goods ordered.
33. Orders for any goods which have been made or ordered especially for the client will be charged in full unless written in notice by way of Recorded Delivery letter of cancellation is received not later than one week after the order has been accepted by an order acknowledgment and manufacture of them or of any components for them has not commenced at the date of that notice. Orders to stock items may be cancelled by written notice at any time before the goods are allocated to the contract and if a cancellation is then received after the goods have been allocated to the contract, then the packing and handling charge will be payable by the client.
34. Our written agreement to take back our goods is only valid for 15 days. The client must pay 15% for the costs this involves.
35. Our work sheets count as proof for our performances, such as repairs and tests.
36. English law applies to all our contracts.