



General Conditions of Sale

IN GENERAL

Unless otherwise stipulated in writing, all conditions of sale mentioned hereafter are applicable to every sales transaction between Supplier and Purchaser.

COMMITMENT

Supplier is only committed to an order from the moment Purchaser has been provided with a written order confirmation. Any information concerning the products contained in catalogues, brochures and price lists is but indicative and no such information shall be binding upon Supplier.

PRICES

All prices are F.O.B. and exclusive of VAT and any other taxes levied. They can be subject to change without notice.

SHIPMENTS

Products are always shipped at Purchaser's risk. Transport will be at Purchaser's expense, unless otherwise agreed in writing.

DELIVERIES AND TERMS OF DELIVERY

Terms of delivery are indicative only and can be subject to change. These terms are in no way legally binding and Supplier can not be held responsible for any damage or loss incurred by Purchaser in case of delay. Deliveries will take place at Purchaser's address. In case Purchaser refuses delivery of the products, he will be informed in writing about the availability of the products. 10 (Ten) days after written notice, the products are considered as delivered and accepted by Purchaser.

RETURN OF COMPLAINTS

To qualify for credit, Purchaser must obtain written authorization from Supplier prior to returning any product. Erroneously ordered products must be returned, postage prepaid, within 2 (two) weeks after delivery and in the same conditions as received. Delivery of defective products must be reported in writing to Supplier within 10 (ten) days of delivery and can not be returned except after written permission. No complaint justifies Purchaser to refuse or to withhold payment of the invoice concerned. Supplier's liability for any product, delivered or not, shall not exceed its purchase price. Suppliers shall not be liable for any consequential damages.

CANCELLATION OF ORDERS

Orders can not be cancelled except upon terms that will fully compensate Supplier against loss.

PROPERTY

Supplier retains ownership of the products until the invoice has been paid in full.

FORCE MAJEURE

Supplier shall not be liable for any consequential damages due to any cause or contingency beyond his reasonable control, including force majeure and any action of a third party or of Purchaser himself.

WARRANTY

Supplier makes no warranty of any kind, express or implied, except that the products shall be of merchantable quality. Purchaser assumes all risks and liability for results obtained by any use of the products.

With respect to the products itself the use thereof Supplier does not warrant that the use of sale of the delivered products will not infringe any patent.

PAYMENT

No discount will be accepted that can not be justified by a credit note or a prior written agreement. Except when stipulated differently, every invoice is payable net 30 (thirty) days from date of invoice. From that day onwards, and without serving notice upon the debtor, delayed payment interest will be due for every outstanding or not fully paid invoice, at the National Bank of Belgium's (NBB) disconto rate of the day, increased with 4 (four) marks per year and with a minimum of 50 (fifty) Euro (€).

In case Purchaser remains in default or in case Supplier doubts Purchaser's financial capacity, Supplier is allowed to refuse any further delivery until sufficient financial strength has been proven. In case Purchaser fails to pay the invoice, an indemnification of 18% (eighteen pct.), with a minimum of 50 (fifty) Euro (€) will be automatically due.

DISPUTES

Disputes will fall under the exclusive jurisdiction of the Courts of Antwerp (Belgium). Only Belgian Laws are applicable.