

General terms of sale

Articles 1. - The client declares that he agrees with our general terms of sale below.
Our general terms of sale annul and replace any other general terms of the client, except with written agreement.

Article 2. - No commitment entered into by our agents or representatives is valid if it has not been ratified by our company in writing.

Article 3. - All goods delivered are considered as approved by the buyer ex our depots or warehouses. Taking possession of goods without complaint being made within three days is equivalent to definitive acceptance, and no complaint will be accepted after that deadline. Furthermore, if no complaint has been made by the working day following receipt of the goods, the quantities stated on the waybill on the consignment note shall be considered correct.

Article 4. - We reserve the right to cancel any sales contract entered into by us if owing to a case of force majeure. we find ourselves unable to deliver the goods. In addition to normal cases of force majeure (war, danger of war mobilization, wholly or in part of the armed forces, flood, fire, frost, strike etc.). we consider prohibition from importing and exporting, limitation of imports and exports, decisions made by the government which create major difficulties as regards delivery and price, lack of transport, etc. as also being cases of force majeure. We reserve the right to annul any delivery contract ipso jure and without prior formal notice, if it appears from objective factors that the financial situation of our contracting partner is declining. The following examples, inter alia, will be considered as objective factors: the publication of protests in the 'Moniteur belge', a writ of summons to appear in court on application by a creditor, any seizure of goods by a court and any distraints.

Article 5. - Goods remain our property until fully paid for. We have the right to enter immediately into possession of such goods within 24 hours of formal notice being given the buyer that our delegates will be calling.

Article 6. - All our invoices are payable cash. Payments are due in Bocholt.
Any invoice unpaid when due shall, by right and with no need for formal notice to be given, bear overdue payment interest of 2% per month. Furthermore, in the event of non-payment within 30 days of the date invoice was due for payment, the amount thereof or, where applicable, the unpaid balance of the invoice will by right and without prior formal notice, be increased by a lump-sum indemnity of 30% with a minimum of € 50,00.

Article 7. - Contracts and deals shall be carried out in accordance with Belgian laws and customs. Notice of any discounts or reductions shall be provided separately and recorded in a special document of the 'General Terms and Conditions of Sale'.

Article 8. - For any disputes, the Tongeren lawcourts are alone competent.

Article 9. - PRESERVATION

The products must be kept cooled at a maximum temperature of 7°C. The products have a storage life of 21 to 42 days depending on the nature of the product and/ or the packaging. The products are perishable once the packaging is opened.