

GENERAL TERMS OF SALE

1. The present general terms of sale are integrally applicable to each contract of sale with DESOTEC NV, hereinafter referred to as Desotec, with the exception of particular divergent conditions agreed on in writing between Desotec and the client. By placing an order, the client agrees with these general terms of sale, which take priority over those of the client.
2. The client cannot consider as an offer: the forwarding of catalogues, price lists or price estimates. The conditions mentioned in these catalogues, price lists, etc. can be modified anytime, this without previous notice.
3. All prices are calculated 'ex warehouse' Roeselare. Transportation costs, storage, insurance, etc. are not included, unless explicitly mentioned.
4. All orders confirmed by Desotec will – in principle – be carried out at the agreed price. However, Desotec reserves the right to adjust the agreed price proportionally, in case the price of goods that Desotec purchases from third parties is subject to an increase.
5. Desotec reserves the right to carry out and to invoice every order partially.
6. Terms and/or dates of delivery are given only on an informative basis, meaning they are only indicative and not binding upon Desotec. In case deliveries or the execution of works are delayed, the client does not have the right to break the contract, and is not entitled to any indemnification.
7. Goods travel at buyer's risk, even if transport is paid by the seller. If delivery is impossible because the buyer is absent at the settled date and place of delivery, the cost of a second transport will be invoiced supplementary, and is to be paid at the due date of the principal amount.
8. Sold goods remain the exclusive property of Desotec, until the client has completely paid the agreed selling price. Right from the moment the goods leave the Desotec premises, the risk of loss, damage or destruction is chargeable to the buyer. If, at due date, the agreed selling price is not paid. Desotec has the right to consider the contract as dissolved, this after previous ineffectual formal notice, by means of a unilateral written statement of dissolution, and without any legal intervention required. Desotec is also entitled to an indemnification for the damage hereby sustained. In this case, the client is obliged to return the goods at simple request. In default of this return within 48 hours. Desotec will be allowed by law to take back the goods. In the above-mentioned case, Desotec is also entitled to an indemnification for the sustained loss. This stipulation acquires the force of explicit dissolution.
9. Complaints about non-conformity and visible failing of our deliveries and performances are to be put by registered mail within 48 hours after delivery, under penalty of late arrival. All other complaints must be put under the same condition within 8 days. The burden of proof of his complaints rests with the buyer. If above-mentioned case occurs, the recovery of debts remains claimable at due date. Protest against our invoices must be entered by registered mail within 8 days from date of invoice.
10. The general terms of supply are applicable. Nevertheless there is a restriction of liability. Desotec cannot be held responsible for unforeseen, immaterial or indirect (e.g. consequence) damage suffered by the customer or third parties. In any case, the liability is restricted to the price of the delivered goods and the delivery costs. The customer regularly tests the quality of the supplied goods and when lacks are noticed, the processing of the goods is to be stopped. In case of partial non-conforming or rejected goods, only the quantity claimed to be non-conforming or rejected is to be returned and under no circumstances the complete order. Desotec can never be held responsible for any damage caused by goods she delivered, incase these were put into operation by her sellers of on the advice of her sellers by any other third party.
11. The guarantee of the packing will be charged together with the goods. The guaranteed packing stays property of the firm. It has to be sent back free in good condition to her warehouse. The packing has to be provided with all the labels and brands, totally clean and empty. It may not have contained any other product than it has been charged for. The repayment of the guarantee will be in any case decreased by the use costs, cleaning costs and recycling costs. In case the packing has not been returned as there has been stipulated or within a reasonable period, the seller keeps the right to refusal to take back the packing and to charge it to the buyer at the replacement value of the day. Not guaranteed packing will not be taken back.
12. Every payment is done in cash, except for divergent conditions, in Roeselare. In case the invoice has not been paid within 8 days after its due date, an interest of 12 p.c. per year, equal to 1 p.c. per month, will be indebted by right, this without previous formal notice. In case of complete or partial non-payment of debts at due date, without serious reasons, the principal amount will be increased by 12 p.c. per year, with a minimum of 125 E and a maximum of 3000 E, even if terms of respite were adjudged, this without any extra formalities. Expenses caused by unpaid bills of exchange and uncovered cheques, as well as other particular costs of recovery, will be charged additionally. If 1 of our invoices remains unpaid at due date, all amounts due from the client in default will be immediately claimable, even if conditions of payment were admitted previously. Desotec reserves the right to stop all further deliveries and works, incase debts remain unpaid at due date.
13. In case of discrepancy between the Dutch text and the versions in other languages of the present terms of sale, the Dutch text will be decisive.
14. In case the present contract or the general conditions are challenged, only the courts of justice of the judicial district of Ghent, division Kortrijk will be competent, Belgian law will be applicable.