

TERMS AND CONDITIONS

These terms and conditions apply to the services rendered and/or goods supplied by our company, regardless of any terms and conditions of the buyer.

Our conditions may only be deviated from with prior express written agreement. Any deviations are only valid for the performance or delivery to which they relate and cannot be invoked for any subsequent assignments or orders.

Delivery deadlines are provided for information purposes only and are respected as much as possible but are in no way binding on the seller.

A delay in the performance of services or the delivery of goods can under no circumstances give rise to compensation or interest on the part of the seller.

All deliveries of goods are made at the buyer's risk.

All complaints regarding the services provided or goods delivered must be made to us by registered letter within three (3) days of the performance or delivery.

All complaints regarding the content of invoices must be submitted to us in writing within eight (8) days of the invoice date. After expiry of this period, without a written complaint, all special and general clauses included in the invoice shall be considered as definitively accepted.

Unless otherwise stipulated in writing, our invoices are payable 30 days after the invoice date. Any other method of payment accepted by us can never imply novation, modification or abolition of our general terms and conditions.

When goods are delivered, they remain the property of the seller until they are paid for in full.

Upon delivery of goods, no return of the delivered goods will be accepted without the prior agreement of the seller. If these goods are taken back, a compensation of twenty percent (20%), calculated on the invoiced amount, for administrative and all kinds of other costs will be due with a maximum amount of €125.

Invoices not paid on their due date shall be subject to interest at the rate of fifteen per cent (15%) from their due date, ipso jure and without notice of default.

In addition, the amount of any invoice not paid in full on the due date shall be increased, ipso jure and without notice, by a lump-sum compensation equal to twenty (20) per cent of the amount due with a minimum of €125. The amount thus increased shall, ipso jure and without notice, generate interest equal to fifteen per cent (15%).

If the customer is a consumer within the meaning of art. 1.1,2° WER, late payment shall only give rise to liquidated damages after sending a first notice of default, which takes the form of a first free reminder and after the expiry of a period of at least 14 calendar days starting on the third day after the reminder has been sent. If the reminder is sent electronically, the period of 14 calendar days commences on the calendar day following the day on which the reminder was sent. The flat-rate compensation shall be:

- a) 20 euros if the balance due is less than or equal to 150 euros;
- b) 30 euros plus 10% of the amount due on the tranche between 150.01 and 500 euros if the balance due is between 150.01 and 500 euros;
- c) 65 euros plus 5 % of the amount due on the instalment above 500 euros with a maximum of 2000 euros if the balance due exceeds 500 euros.

The non-payment on its due date of a single invoice makes the balance due of all the other, even non-matured, invoices immediately payable by right. The seller reserves the right to suspend the execution of all current performances and/or orders until payment in full.

The request for judicial settlement, cessation of payment, even if not officially established, or any other fact indicating the buyer's insolvency, shall have the effect that the invoices relating to the deliveries of services and/or goods are immediately payable.

This agreement is subject to Belgian law. For all disputes relating to this agreement, only the courts of Kortrijk have jurisdiction.

The nullity of one clause, or part of it, shall not entail the nullity of the remaining general terms and conditions of sale.

