

PURCHASING CONDITIONS

Execution of our orders

We will refuse each delivery which doesn't correspond to the conditions described in our order concerning quantity, quality, delivery and service after sale.

Packaging

The Supplier must use solid and high-quality packaging. At the moment of delivery the packaging should not be damaged and it should carry the address of the Purchaser.

Shipments

Preceding each delivery the Supplier should send a shipping notification to the Purchaser mentioning the order. The delivery will always take place free warehouse unless mentioned otherwise in our order.

Invoicing

The invoices of the products bought in Belgium should be drawn up in duplicate and for the imported products there must be 4 copies of the invoice. The invoices for products imported from non EEC countries should arrive at the Purchaser's address at least 4 working days before the arrival of the ordered products and they should mention the necessary information to satisfy customs formalities.

Terms of payment

The invoices drawn up by the Seller are payable within 60 days from the end of the month of delivery except in the case of other terms of payment determined by the Purchaser which will be replacing the former ones.

Price

The price which is fixed by the Seller cannot be modified. It contains all costs, administrative costs, packaging, installation and connexion costs, taxes and costs for necessary accessories.

Delivery date

The final delivery date agreed on is binding. If the Seller doesn't deliver the products at last on the final delivery date, the Purchaser has two options:

1. Purchaser can claim the execution of the agreement by registered post
2. Purchaser can immediately declare the bargain undone by operation of law

In both cases the Purchaser is entitled to claim indemnification. Should the Purchaser declare the bargain undone, he has the right to claim the total amount paid or goods delivered up to that time and from this moment on he is entitled to supply himself elsewhere. The Purchaser cannot be compelled to accept partial delivery.

Quality and defects

The Seller guarantees that the goods are ready for use and free from all visible and hidden faults. He declares that the goods match:

1. the description in the agreement including the standard requirements concerning utility, reliability and life span and existing safety standards
2. the Seller's, importer's or manufacturer's advertisements and publicity.

Signing a delivery note or similar document shall under no circumstances be considered as an acceptance of any defect and it will take place with reservation of quality and quantity check.

Coincidence or force majeure

Each risk of loss or damage will be assumed by the Seller as long as the goods aren't delivered. The Seller has to notify the Purchaser within 2 days from the time of commencement of coincidence or force majeure which makes it impossible to deliver the goods in due time or to deliver the goods at all. In this case the Seller has 2 options:

1. he can declare the bargain undone and he is entitled to claim the total amount paid up to that time
2. he can allow a delay in delivery if still possible

Place of Performance and jurisdiction

The sole and exclusive place of jurisdiction concerning any matters in dispute shall be Antwerp, unless there's compulsory instruction by law. Belgian Law will be applicable for purchases made abroad.

The Seller declares to have read and accepted the Purchaser's general purchasing conditions.

Goods have to comply with Directive 2002/95/EC of the European Parliament and of the council of 27/01/03 on the restriction of the use of certain hazardous substances in electrical and electronic equipment.