

GENERAL CONDITIONS

A. GENERAL CONDITIONS

1. All our sales are governed exclusively by our general conditions excluding all conditions to the contrary, unless agreed otherwise in writing. Our sales conditions may only be departed on prior written agreement by a person authorised to bind us with legal effect. By placing an order, the purchaser accepts our general conditions as binding and waives any conditions of purchase of its own.
2. Any alteration in the nature of the order following conclusion of the contract will result in a review of the price not necessarily based on the norms applied when the original price was calculated, without however, annulling the order.
3. Should the customer request deferral of delivery, the invoice will be issued on the delivery date previously agreed and will be payable 8 days thereafter.
4. The general conditions may be changed by us without prior notice. The conditions applying before the change was made will continue to apply to accepted orders.
5. Commitments assumed by agents or representatives will apply only after they have been confirmed and accepted by the person authorised to bind us with legal effect.
6. Offers are made and quotations given without obligation at all times and reserving all rights.

B. DELIVERIES

1. The purchaser undertakes to accept the goods within 8 days following receipt of notice that the purchased article is at his disposal.
2. We reserve our right to deliver goods with all the changes made by the manufacturer.
3. Unless expressly stipulated otherwise, delivery implies final approval of the purchased article by the purchaser.
4. Times of delivery and execution are not guaranteed and no liability is accepted in the event of a possible delay.

5. Once made, an order cannot be cancelled for any reason.
6. The responsibility of the goods will be at risk of the customer as soon as they leave our warehouse. The goods are accepted ex-works and travel at the consignee's risk and expense. In the event of damage, delay, total or partial loss or theft, the consignee must serve recourse on the carriers (railways, haulier, etc.) without it being entitled in any of these cases to refuse, reduce or delay payment.
7. Where we make deliveries to the customer's stores, it is assumed that these premises can be easily accessed by industrial vehicles along accessible roads and that the site is sufficiently firm to allow unloading to proceed. Should such access prove doubtful or impracticable, unloading will be undertaken at the purchaser's risk, the latter being held unarguably liable for all damage. This agreement also applies to FRANCO sales. Extra costs will be at charge of the customer.
8. Goods will be packaged in accordance with our usage. We are entitled to dismantle the goods in order to facilitate packaging or dispatch.
9. Unless expressly agreed otherwise, the purchaser discharges us from the need to send a prior dispatch advice. Goods will be dispatched when it is most convenient for us. Dispatch charges are not included in the selling price, unless stated otherwise in the quotation.

C. INSURANCE

1. Any risk whatever to which the goods are exposed will be borne by the purchaser from the date when they become available in our stores and /or third party stores. We shall nevertheless insure at our expense the goods dispatched on our goods vehicles against normal transit risks.
2. We disclaim any liability for accidents and damage to persons and property caused by our goods or people. This also applies to information, recommendations, methods, etc. This list is not exhaustive.
3. The purchaser acknowledges that it has been fully informed about the use and operation of the equipment supplied.

D. PRICE AND INVOICING

1. The quoted prices are variable. Our prices can be increased accordingly if wages, social security charges, taxes, import duties, levies or other official charges are increased following conclusion of the purchase agreement.
2. A sum of 15 Euros (excluding VAT) will be added to any total invoice amount less than 100 Euros (excluding VAT) to cover administrative costs.
3. Our prices don't include VAT, transport, local charges, import duties, etc.

E. PAYMENTS

1. Unless agreed otherwise, all our invoices are payable within 8 days of the date of issue and are strictly net.
2. In the event of failure to pay by the due date, interest will be payable on the arrears without further notice at 12% per year and the invoiced total will be increased by an inclusive indemnity of 10% of the outstanding balance, subject to a minimum of 150 Euros (excluding VAT), to cover administrative expenses resulting from such late payment.
3. In the event of late payment, all invoices become payable and we reserve our right to cancel any orders not yet executed.
4. We keep the right to ask for prepayment or to cancel orders in case of expected financial problems.

F. WARRANTY AND RESPONSIBILITY

1. The warranty is always expressly stated on the contract of sale, the goods being otherwise sold without warranty.
2. Any warranty expressly given is limited to the exchange or repair of defective parts in our workshops.
3. The customer will at all times bear the cost of wages and travel for our personnel.
4. The vendor will on no account be held responsible for direct or indirect consequences of a defect.

G. COMPLAINTS

Complaints about the quantity or visible defects must be reported immediately

on receipt. Any other complaint must be notified to us within 8 days at the most following receipt of the goods, in writing and stating reasons. If these formalities are not observed, the complaint about the damage or faulty workmanship will be rejected as inadmissible.

H. RETURN OF GOODS

1. Goods may on no account be returned without approval of a legal representative. Moreover, goods must be returned to our workshops carriage paid.

2. We will charge “restocking costs” on approved returns.

Standard stock products: 20% of the net invoice amount.

Non standard stock products: 50% of the net invoice amount

Products especially ordered for the customer: no return will be accepted

I. JURISDICTION

1. All agreements are subject to the Belgian law.

2. Only the court of Turnhout has jurisdiction.

3. Only the Dutch text has legal validity; the accompanying translations are for information only.

J. RESERVATION OF TITLE

1. The goods remain our full property until total payment, including extra charges such as interest and others as for example late payment.

2. During the reservation of title the risk and the storage of the goods will be at the responsibility of the customer as soon as they leave our warehouse. The customer must store the goods in that way so that they can not be confused with other goods and that they can be recognized as propriety of Lastek Belgium nv.

3. In the event of insolvency or non payment, we shall be entitled to reclaim the goods, simply by sending a registered letter. In that case, the goods must be returned to our premises, free of charge. For the period between delivery date to the customer and date of receipt in our warehouse we will charge the

customer for every month 10% of the sales value, excluding the restocking costs. In the event of damage, this will be charged additionally.

K. CONDITIONS OF HIRE

Check our general hire conditions.