Conditions of sale

ART. 1

A sale is effected between parties, and the purchaser assumes possession of the property by right as soon as the goods and the price are agreed on, even when the merchandise has not been delivered and the price has not been paid yet. From that moment the perishing of the merchandise is at the buyer’s risk.

ART. 2

Delivery and dispatching are at buyer’s expense and risk unless explicitly stipulated otherwise.

ART. 3

When the purchased goods have not been collected or taken possession of at the moment stipulated in the agreement, the seller can either demand the compliance of the buyer with the commitments he has entered into or break the contract. For the dissolution of the contract a notice by registered letter will be sufficient. In that case the buyer will have to pay damages to the amount of 30% of the purchase price under the regulation of article 1226 ff of the Belgian Code.

ART.4

The goods delivered or collected are of good quality. The seller reserves the right to make changes of small extent in size of varieties without previous notice.

ART. 5

Remarks and complaints concerning the nature, quality, size, varieties, etc., of the goods delivered are to be imparted by the buyers by e-mail within twenty-four hours from the delivery of the sold goods. After the expiration of this term, the sold goods are considered as in conformity with the requirements made by the buyer at the moment of the acquisition.

ART.6

The seller has the right to annul the orders if they are ambiguous. He is likewise released from his obligation of delivery in case of war, insurrection, strike, international conflicts, catastrophes or abnormal atmospheric conditions.

ART. 7

Packings are not taken back by the seller.

ART. 8

Costs attending the sale like V.A.T., customs duties and other rates and taxes are for the buyer’s account.

ART. 9

The purchase price, increased by expenses advanced by the seller are payable within 15 days, invoice-date, at Munsterbilzen-Bilzen.

ART. 10

In case of non-payment within the aforesaid term, an interest of 1% on the amount due will be due per month of delay (a month started being reckoned as a full month), by right and without summons. Moreover, the invoice amount will, by right and without summons, be increased by a sum equal to 10% of the invoice-amount, with a minimum of 50€ for damages and extra expenses, and exclusive of eventual legal expenses and of interests. Art 1231 of the Belgian Code is not applicable.

ART. 11

The goods delivered or collected are payable in the value mentioned at the invoice.

ART. 12

In case of dispute only the Courts of our office will be competent and only the Belgian legislation will be applicable.

ART. 13

Per new barrow, 3€ cost of administration will be charged unless it is exchanged against an empty one. Boxes and pallets which are damaged or not fully empty will not be taken back. The only damaged goods which will be taken are Danish barrows and plates belonging to the “Danish container pool system”.

ART. 14

By signing the contract of sale or the order-form the buyer commits himself to the observance of the above-mentioned conditions of sale occurring in this document.