

GENERAL TERMS OF SALE

APPLICATION OF THE GENERAL TERMS

The present terms of sale shall be applicable on each order placed at our company and to the exclusion of any other general terms of the buyer except otherwise notified by us in written.

PRICE

If the specific option has not been allowed our prices will always be subject to metal price fluctuations. Each modification of the Value Added Tax or each new tax enforced by the Government before delivery of the ordered goods shall be at the expense of the buyer.

DELIVERY

The incomplete delivery of an order cannot justify the suspension of payment of the delivered goods. Moreover, a partial invoice shall be set up according to the delivery of the goods.

DELIVERY TIME

If not otherwise indicated in written, the delivery time will be given only as an indication and consequently this term shall not hold a firm commitment.

SHIPMENT AND RECEIPT

The goods are always shipped at the risk of the recipient even when they are ensured by us or sent free of charge.

For each damage or defect recorded at receipt, the recipient must inform the carrier of his reservations and ask him to make a report.

We will not accept any complaints without this report.

COMPLAINTS

In order to be validly accepted, each complaint must be sent in written by registered mail within five days from receipt without prejudice to what is stated in the article regarding to the receipt.

This term is fixed and it implies the dissolution of the buyer's right of complaint.

The obligations of the company are limited to the replacement, at her expenses, as quickly as possible but without any guarantee of terms, of the goods recognized as being defective, without the company being held liable, in any circumstances, for any damages resulting from those flaws even when they have been duly diagnosed and recognized by the company herself.

PAYMENT

All our sales are payable within 30 days end of month from date of invoice.

Each default of payment on due date makes the whole of our claims legally due, and the allowed discounts will then expire.

On due date, our invoices produce legally and without any prior proof of default, a conventional default interest of 1% per month.

Moreover and without prejudice to what precedes, in case of default of payment on due date, his invoice will be increased with a conventional fixed indemnity of 15% with a minimum of 75 € by way of damages.

Moreover our guarantee will be suspended until full payment and this suspension will not extend the term of the allowed guarantee.

The goods and eventual accessories remain our property until full payment of the invoice.

PLACE OF JURISDICTION

Disputes that may arise, even in the event of warranty claims, will be submitted to the Courts of Liege that will be exclusively competent to judge on this matter.