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## **GENERAL CONDITIONS OF SALE**

### **1. ORDERS**

These general sales conditions apply exclusively to all our inquiries, orders, purchase and sales contracts.

**Contrary** provisions in the general conditions of our counter party only apply if and in so far as we accept them expressly in writing. These conditions will always prevail over the purchase conditions of purchasers. Seller is only bound by its signed order confirmation. Agents do not have the power to bind the seller.

The order can only be cancelled in writing and if this is accepted by the seller.

### **2. DELIVERIES**

- a) Except if otherwise expressly provided, delivery times are not binding and are provided as information only and the seller shall use its best efforts to abide by them.
- b) Delays in delivery can never result in penalties, damages or cancellation of the agreement.

### **3. PLACE OF DELIVERY – TRANSPORTATION**

- a) Whatever the nature of the sale, the goods always travel at the risk of the addressee. The buyer will bear both the risk of loss and the risk of destruction as of the delivery.
- b) Delivery takes place as soon as the goods leave our warehouses.
- c) The buyer will have to file any claims, recourses and judicial actions against the carriers at its own cost, risk and peril without any possibility of recourse against the seller.

### **4. CLAIMS AND RETURNS**

- a) The buyer must examine the goods for obvious defects immediately upon receipt.  
In case there are defects, any claim must be made within five days after delivery, on pain of nullity, by registered mail addressed to the seller.  
Hidden defects can only lead to damages if they are notified to the seller within five days after they are discovered.  
Any claim for hidden defects must be made, on pain of nullity, within three months after delivery.  
No more claims are possible once the goods have been processed by the buyer.
- b) If the claim is founded, we reserve the right either to replace the goods or to pay an amount equivalent to their value. No additional damages of any kind whatsoever will be paid.

### **5. PAYMENT**

- a) The goods are payable upon receipt of the invoice unless otherwise provided in the payment conditions on the invoice. The amount of the invoice must be paid net and the bank costs must be borne by the buyer. All invoices are payable at the registered office of the seller.
- b) In case of late payment, interest will be payable as a matter of right and without prior summons. Interest will be calculated on the basis of the Belgian legal interest rate increased by 2 % as of the due date.
- c) In case payment is not made on the due date, the amount still due under the contract shall be increased by 10 % with a minimum of 100 EURO as a lump sum and irreducible penalty and this without prior summons and as a matter of right.
- d) In case an invoice is not paid on its due date, the amount due on any other outstanding invoices, even if they are not yet due, can be immediately demanded as a matter of right.

### **6. WITHDRAWAL – FORCE MAJEURE**

- a) If a case of force majeure, - strike and lock-out being considered as force majeure occurrences -, prevents the seller to deliver the goods or the agreed quantities, the seller reserves the right to extend all due dates proportionately with the length of the delay. The seller shall also have the option to cancel the non-performed parts of the orders and this without any indemnification being due.
- b) Destruction of the goods, whether already finished or in progress, by fire or by another casualty authorizes the seller, at its discretion, to cancel all or part of the orders for which these goods were meant.

### **7. SUSPENSION AND CANCELLATION OF THE CONTRACT**

In case of unilateral cancellation of the sales contract, the buyer will be held to pay a lump sum and irreducible penalty of 25 % of the value of the contract.

Should the trust of the seller in the creditworthiness of the buyer be affected either because of judicial intervention measures and/or other circumstances which raise doubts as to the trustworthiness of the buyer, the seller reserves the right to require securities from the buyer or to suspend all or part of the order even if part of the goods were already sent. Should the buyer refuse, the seller reserves the right to cancel all or part of the order and this without prejudice to its right to indemnification.

### **8. BILLS OF EXCHANGE**

The drawing of a bill of exchange will not bring about a novation, nor a derogation to the provisions of these sales conditions.

### **9. EXCHANGE**

Ordered goods, including fitting samples, can neither be exchanged nor credited. The buyer recognises having knowledge of all these provisions, prices, model modifications, colour, print and typography mistakes reserved.

### **10. RESERVATION OF TITLE**

**The goods remain the ownership of the seller until full payment of principal, cost and interests. All risks will be borne by the buyer until full payment. Paid advances will be retained by the seller as compensation for possible losses upon resale.**

Should the buyer resell unpaid goods for which a reservation of title has been provided for, the buyer shall pledge to the seller all claims resulting from this resale even if the goods have been processed.

### **11. JURISDICTION**

In case of dispute, the courts of Dendermonde or the court of the domicile of the buyer, will have jurisdiction at the seller's option. Belgian law will apply in all cases.

All costs relating to any legal recourse, including attorney's, fees shall be borne by the buyer should it lose the case.