

GENERAL SALES CONDITIONS

All our quotations and sales are governed by the following general terms and conditions. Any deviation from these terms and conditions must be the subject of a separate prior written agreement which, however, may never be regarded as taking precedence.

None of the buyer's purchasing and payment conditions that deviate from our own terms and conditions may be used in opposition to us.

1. All quotations, either verbal or in writing, are non-binding. If the prices of our own suppliers, on which our quotations are based, are changed due to particular circumstances, after a quotation has been made, but before the sale comes into effect, we retain the right to cancel our quotations and to modify the price in proportion to said change. A quotation lapses after 8 days, at all events, unless agreed otherwise in writing on the quotation.
2. Unless agreed to the contrary, all our prices are ex-works and exclusive of VAT.
3. All our sales are exclusively on behalf of and at the expense of our company, which carries them out. Every sale, even sales made through our representatives, is only binding for our company after our written confirmation.
4. Our invoices are payable in cash at Lochristi. The presentation of a draft or a postal receipt card is without prejudice to this condition.
5. Our contracts are governed exclusively by Belgian law. Every business transaction is deemed to have been settled at B-9080 Lochristi, so that only the Court of Commerce in Ghent or the Court of the Justice of the Peace in Ghent are competent to settle any disputes.
6. Dates for delivery, performance, etc, are not binding on our part and may not serve as grounds for either a claim for damages or the nullification of the contract, unless after written notice of default, whereby our company is granted a period of at least 3 weeks in which to comply with the contract. In the event that the contract has to be dissolved due to our company, the buyer will waive all possible forms of compensation unconditionally and irrevocably.
7. In the event that payment has not been made by the payment due date, interest will be charged at 10% per annum, by the operation of the law and without any need for notice of default and we will be entitled to cease further delivery.
8. All our prices are cash prices. In the event that payment has not been made by the payment due date, a fixed compensation fee equal to 10% of the sum of the invoices will be owed, with a minimum fee of 50 euros, by the operation of the law and after notice of default has been issued to no avail.
9. Items which have been delivered will NOT be taken back, and in the event of an agreement to take back being reached this will be done at 70% of the price, DDP in our warehouses. Packaging will be at 50% of the indicated value.
10. All complaints must be based on substantive grounds and submitted with an adequate explanation of the reasons and must be sent directly to our company, by registered letter, within no later than 48 hours after receipt of the goods or the performance of the works in question.
11. All collection and protest costs, in relation to accepted or non-accepted drafts or stamps for postal receipt cards, bank or discount costs, or registered letters, will be paid by the buyer.
12. In the event of the nullification/ annulment or cancellation of an order or commissioned work by our customer or buyer, we reserve the right to claim compensation equal to 30% of the total value of the goods sold or the price of the services to be performed.
13. Retention of ownership : the goods remain our property until such time as full payment has been made, including any interest owed and other costs (e.g. transport/customs/insurance, etc...). If the invoice is not paid or is only paid in part, our company has the right to recover said goods at the customer's expense. In that event, all costs relating to recovery will be borne by the buyer. The invoice will be credited, although subject to the deduction of the damages, the recovery costs and the 20% compensation set out in article 12 above.
If the customer requests that our company provides delivery, this will be done at the buyer's risk, who must be insured against possible damage.
The buyer will notify our company if the goods are placed in premises which have been rented by the buyer. In this event he will inform the seller of the identity and domicile of the lessor so that the seller can inform the lessor of this retention of ownership.
14. The act of receiving goods implies that all visible defects in said goods have been noted and accepted by the customer.
15. Unless specifically stated on the front of the invoice, our company grants neither guarantee nor warranty with respect to the products sold. Nor does our company offer any guarantee or warranty in relation to the number of working hours stated on the machine, given that the item concerned is second-hand material. The buyer is aware that the goods purchased are second-hand and that therefore no guarantee of any kind can be given by our company.
16. Some of our products are imports and do not have a CE sticker as per the EU Directive 2006/42/EC. The buyer is fully aware of this. In such cases we act only as 'agent' and not as the most important party to the sale.
17. The machines are supplied without approval, certificate or marking.
18. If an excavator comes with a hook on the excavating bucket or elsewhere on the digging arm, this may only be used as a towing hook and never as a lifting hook, given that the item in question is an excavator and is not designed for lifting.