1. General

1.1 These Conditions shall be an integral part of the purchase contract. Conflicting or deviating conditions of delivery stipulated by Seller or in other communications made by Seller shall not be deemed accepted unless Buyer has expressly accepted them in writing for a specific transaction.

1.2 Other agreements, amendments or subsidiary agreements shall not be effective unless Buyer has given his written consent thereto.

2. Offer

2.1 Seller’s offer shall cover exactly the quantities and qualities specified in Buyer’s inquiry. Any departure therefrom shall be expressly mentioned.

2.2 The offer shall be submittedirrevocably and without any obligation being imposed on Buyer. Renunciation of cost estimates shall only be paid by special arrangement.

3. Order

3.1 Orders and alterations to orders shall be made in writing. In case of doubt, verbal agreements or arrangements discussed over the phone shall only be binding if confirmed in writing.

3.2 Each order or alteration to an order shall be confirmed by Seller in writing and shall be executed separately in all circumstances.

3.3 The following details shall be stated in all communications: the purchasing department, the complete order number, the date of order and Buyer’s reference.

4. Period for Delivery

4.1 The period for delivery shall run from the date of the order. If Seller has reason to assume that he will not be able to meet, or meet in time, all or part of his contractual obligations, he shall inform Buyer thereof in writing. In the event of late delivery, the warranty period shall begin anew; if the item is replaced in part, the warranty period shall run from the moment of replacement.

4.2 Unless expressly agreed otherwise, the statutory warranty periods shall apply. The warranty period shall in any case end no later than 2 years after delivery.

5. Warranty, Liability and Notification of Defects

5.1 The Seller warrants the goods supplied by him to be free from defects which may reduce their value or affect their usability, to possess the agreed or guaranteed properties, to be suitable for the purpose stipulated in the order and in conformity with the generally accepted technical practice, and to conform to the order and to the specifications, drawings, designs and instructions for the protection of workers and prevention of accidents. Should the delivered goods fail to meet any of these requirements, Buyer shall be free to demand a remedy of the defect or the supply of defect-free title goods, to cancel the contract or reduce the purchase price under the existing legal provisions, or to demand compensation for any damages suffered. If Seller has undertaken to guarantee the properties or suitability of the goods supplied, Buyer can in addition lodge a claim under the terms of the guarantee. This shall not apply to defects or damages caused by:

a) normal wear and tear
b) inappropriate handling by Buyer.

5.2 Unless expressly agreed otherwise, the statutory warranty periods shall apply. The warranty period shall in any case end no later than 2 years after delivery.

5.3 Seller’s warranty shall also cover any items manufactured by subcontractors.

5.4 If Seller is notified of a defect, the limitation period shall be extended by the time that elapses between such notification and the repair of the defect. If the item supplied by Seller is replaced in whole or by a new one, the limitation period shall begin anew. If the item is repaired in part, the warranty period shall begin anew from the date of repair. If no defect is found in the goods, Buyer shall be entitled to claim exemption from responsibility for the delay on the grounds of the hindrance.

5.5 Goods which are subject to complaint under the warranty shall remain at Buyer’s disposal until replacement, maintenance, etc.

5.6 Any further liability of Buyer for destruction of such machines, apparatus, etc., or damage thereto, shall be excluded, unless it has been caused willfully or through gross negligence.

6. Price and Conditions

6.1 These Conditions shall be an integral part of the purchase contract. Conflicting or deviating conditions of delivery stipulated by Seller or in other communications made by Seller shall not be deemed accepted unless Buyer has expressly accepted them in writing for a specific transaction.

6.2 Seller shall choose the mode of transport most favorable and most suitable for Buyer. The documents for delivery need to be separately settled to the transportation documents in triplicate.

6.3 Seller shall show in full the order reference number and point of unloading specified by Buyer in all dispatch notes, delivery notes, packing slips, bills of lading and invoices, on the outer packaging of the goods and elsewhere if appropriate.

6.4 Any consignments of which Buyer is unable to take delivery because of non-compliance with these provisions shall be stored at Seller’s expense and risk. Buyer shall have the right to ascertain the contents and condition of such consignments. Tools and erecting equipment shall not be loaded together with goods.

6.5 The acceptance of the goods always happens at the address specified by the Buyer. This also applies in case the transfer of the property or the hand-over to forwarder, hauler or any other party has taken place earlier.

7.1 Wherever Buyer specifies standards or regulations, the latest version shall apply. Seller shall request Buyer to supply him with his works standards and regulations, in as far as they have not already been supplied.

8. Incidental Items

8.1 On the day on which the goods are dispatched, Seller shall send Buyer a detailed dispatch note for each consignment separately from the goods and invoice. The goods shall be accompanied by a delivery note and packing list. The order number and line item number needs to be mentioned in all delivery documents. If the goods are sent by ship, the shipping papers and invoice shall state the name of the shipping company and of the ship.

8.2 Seller shall take all of his own expense adequate third party liability insurance to cover damage resulting from service rendered or goods delivered by or property belonging to him or his personnel, or third parties commissioned by him. Seller shall, if so requested, submit to Buyer documents showing the sums insured per occurrence.

8.3 The procurement of special assembly erection insurance in addition to the third party liability insurance mentioned in clause 7.2 shall in each case be subject to agreement between Buyer and Seller.

8.4 Any machines, apparatus, etc. supplied to Buyer on loan will be insured by Buyer against the usual risks.

9. Property Rights

9.1 Buyer is entitled to claim exemption from responsibility for the delay on the grounds of the hindrance.

9.2 Unless expressly agreed otherwise, the statutory warranty periods shall apply. The warranty period shall in any case end no later than 2 years after delivery.

10. Price and Conditions

10.1 Seller’s invoices shall be sent separately from the goods in triplicate, with a separate invoice for testing and shall agree with him a date for the tests. If the goods are not presented for testing on this date, Seller shall not release Buyer from any warranty or other obligations.

10.2 Periods for payment shall be specified on the dated invoices, but not before the dates on which the goods and invoices are received.

10.3 Payment shall not be deemed to constitute acceptance of conditions and prices. The time of payment shall not affect Seller’s warranty obligations or Buyer’s right of complaint.

11. Documents and Confidentiality

11.1 All drawings, standards, guidelines, methods of analysis, recipes and other documents supplied by Buyer to Seller for the manufacture of the goods to be supplied, as well as any such documents prepared by Buyer according to special instructions, shall remain the property of Buyer and shall not be used for testing or any other purpose or by third parties, unless Buyer permits otherwise. All copies and adaptations thereof, shall be returned to Buyer, without delay. Buyer reserves the industrial property rights to all documents.

11.2 Seller shall report the injury and the order and all work in connection therewith as a trade secret and treat them accordingly as confidential. Seller shall be liable for any loss suffered by Buyer because he has failed to keep all or any of these obligations.

11.3 Seller shall provide Buyer with all documents needed for discussion of the goods or services to be supplied. Such discussion or other involvement of Buyer shall be exclusively within Seller’s responsibility and shall not release Seller from any warranty or other obligations.

11.4 Seller shall supply Buyer in good time, at no cost to Buyer and without being specially requested to do so, all documents needed by Buyer for the use, erection, installation, processing, storage, operation, servicing, inspection, maintenance or repair of the goods supplied.

11.5 Wherever Buyer specifies standards or regulations, the latest version shall apply. Seller shall request Buyer to supply him with his works standards and regulations, in as far as they have not already been supplied.

12. Incidental Items

12.1 Motifs, models, tools, films, etc. that have been made by Seller to enable him to execute the order shall, on being paid for, become the property of Buyer, even if they remain in Seller’s possession. Seller shall be obliged to hand them over to Buyer on request.

13. Assembly, Erection, Maintenance, Inspection, Repairs, etc.

13.1 If assembly, erection, maintenance, inspection, repairs, etc. are carried out in any of Buyer’s factories, such work shall be subject to the actual safety, security and conduct regulations for contractors and their personnel working on the premises of the Buyer or for the parties for which the purchase is intended. These regulations shall be supplied at the start of the assembly or erection work, or they should be requested from Buyer’s plant security department. All suppliers and all providers of services involved in assignments related to real estate are compelled to be registered in compliance with Belgian law before the execution of the assignment.

13.2 Buyer shall not be liable for any property of Seller or his personnel which is brought onto Buyer’s premises.

13.3 Seller guarantees that it, its personnel, its subcontractors and their personnel shall comply at all times with Buyer’s current regulations in accordance with the Belgian laws and to the appropriate safety specifications.

14. Patent Infringement

14.1 Seller shall be liable for any infringement of patents, license or protective rights of third parties that may result from the supply or use of the goods. Any license fees payable shall be borne by Seller.

15. Advertising Material

15.1 Seller shall not refer to his business connection with Buyer in any information or advertising material except with Buyer’s written consent.

16. Applicable Law, Interpretation of Provisions, etc.

16.1 The present Conditions and the purchase contract shall be subject to Belgian law. Application of the UN Convention on Contracts for the International Sale of Goods dated April 11, 1980, which came into effect on January 1, 1991, shall be excluded.

16.2 Customary trade terms shall be interpreted in accordance with the most recent incots.

17. Origin of Goods

17.1 The goods supplied must confirm to the conditions of origin specified in the preferential agreements of the EEC, or the order confirmation expressly states otherwise.

18. Place of Performance of the Order

18.1 Unless otherwise stipulated in the order, the place of performance shall be the point of delivery specified by Buyer. The place of jurisdiction shall be Antwerp.