

GENERAL CONDITIONS AMENT METAALBEWERKING BV

1. All our works and deliveries are subjected to general sales conditions, to the exclusion of all others, which exclude all other general purchase and sale conditions of the client. The general sales conditions form an integral part of the contracts and can only be deviated from in writing.
2. Our quotes are non-binding. Orders only apply as accepted from the moment they are confirmed by us in writing. The contents of the terms have to be confirmed by us in our written order confirmation and settlement of the advance payment. The original signed sales agreement is binding. Documents, coming with the quotes such as photos, drawings, size and weight designations, can, in certain circumstances, deviate, for which our firm is in no way responsible. Notwithstanding Art 1793 of the civil code surplus labour can be proved with all means of law.
3. By placing the order and/or payment of any invoice or advance payment the client is supposed to have been thoroughly informed of the general conditions and to have accepted them explicitly.
4. Specifications and price quotes are based on current applicable values of wages, materials and services. Should they be altered, we reserve the right to adapt prices proportionally.
5. Plans, drawings, models and photos remain our property, may not be divulged to third parties and must be returned to us on simple request. As long as the plans are not in our possession, the delivery deadline is postponed.
6. We reserve the correct and timely supply by our vendors.
7. Deliveries and performances always occur with the usual tolerance concerning measurements. The technical data, supplied by us, are to be considered as approaching values and we reserve the right to implement technical alterations, should these work to the benefit of the product.
8. Our invoices are due 30 days after invoice date, unless otherwise agreed. In case of non-payment on the expiration date references interest is due ipso jure and with a preceding default notice of 12% a year. Moreover, the invoice amount will by right and without preceding default notice be augmented by a lumpsum compensation of 10%, with a minimum of € 150,00.
9. Late payment gives us the right to stop all further services, so credits will not rise any further and the latter without any reminder from us. Each non-payment of an invoice on due date causes the exigibility of all other invoices at the expense of the same debtor.
10. In case of non-payment, bankruptcy or apparent insolvency, as well as any alteration to the legal situation of the buyer, we reserve the right to stop further deliveries, performances and services, without this causing any right to perform any indemnity, nor termination of the agreement by the buyer. This causes all expired invoices to be instantly withdrawable. We also reserve the right to consider the agreement dissolved by right and without prior notice of default for the whole or for the remainder of the works not yet performed.

11. The delivered goods remain in our possession as long as the invoice has not been paid. The risk moves on to the buyer as from contract conclusion, though.
12. The execution deadline agreed on by the parties only stands by way of indication. We commit ourselves to respect these terms as closely as possible, yet exceeding the deadline can never give cause to any form of compensation or dissolution of the agreement by the parties subscribed.
13. The deadline is suspended by unforeseen circumstances, beyond the will of AMENT METAALBEWERKING BVC and the latter without any compensation due.
14. Should the customer want to break up the agreement unilaterally after signing, we have the right to either execute the contract, or to claim compensation for all costs made by us, without the termination fee being less than 30% of the total price, indicated in the contract.
15. The prices agreed are binding, on the understanding that we have the right to unilaterally alter prices, should import duties or taxes of our suppliers alter.
16. Unless stated in writing otherwise, it is agreed upon that, should no objections be deposited by registered letter within 8 days after implementation, the works are considered to be definitely accepted. The guarantee for hidden defects is restricted to 6 months after delivery / implementation of the works, in any case.
Our invoices are considered to be accepted when they are not contested within 8 days after reception by registered letter.
17. In case of accident at any moment or any other cause, the liability of AMENT METAALBEWERKING BV is strictly limited to its own personnel and its delivery.
18. The liability for delivered and used products and materials is strictly limited to the guarantee offered by the manufacturer.
19. The customer will have to ensure that the yard is normally accessible, so AMENT METAALBEWERKING BV can carry out the works in a normal and safe way. Useless transport costs and exaggerated waiting times (more than 15 minutes) will be charged.
20. A legal guarantee applies to the goods delivered by us. We will never allow for longer guarantees than the guarantee offered by the supplier. Eventual compensation can never be higher than the sum, invoiced to the customer. Usual or normal wear and tear, unintentional or intentional damage caused by the client to the product, the impossibility to submit an original invoice or valid proof of payment and various omissions are expressive yet therefore not limitative, exceptions to the warranty system, above-mentioned.
21. Belgian law applies in all or contractual relations. The applicability of the Vienna Sales Convention is excluded. In case of any dispute, the Courts of the judicial district Limburg are authorized to take note of the dispute. We reserve the right, though, to proceed to summons before the judicial bodies of the district in which the customer is located.