

Terms and Conditions for Sale of Goods

1. Applicability

The following conditions apply to all offers, orders, deliveries, agreements and other documents regarding the sale of goods from which commitments could be drawn for F&D International Solutions Management BV, headquartered at Valkenlaan 68, B-2950 Kapellen, RPR Antwerpen VAT BE 0738.675.190 (Hereinafter referred to as F&D ISM, “company”, “their” or “we”).

All other conditions (e.g. those that are included on the customer's order form) are void.

Quotations, prices and customer orders are not binding until confirmed in writing by a person authorized to do so by F&D ISM.

2. Terms of Delivery

Any delivery date provided is for informational purposes only and is not legally binding. Under no circumstances shall we have any liability to the customer for any loss or damage of any kind incurred as a result of a delay in delivery or reliance upon the provided date of delivery. In addition, delay in delivery shall not be used as grounds for refusal of the goods nor the dissolution of the contract.

Goods are delivered to an agreed upon location in the Kingdom of Belgium. Each delivery shall take place on the ground floor and the customer is responsible for any risk and / or cost. The customer is responsible for the unloading of the goods from the truck and should make the necessary arrangements to be able to unload the truck.

Deliveries with a delivery address outside of the Kingdom of Belgium require specific agreements with regards to transportation cost, INCO terms and delivery terms.

3. Force Majeure

F&D ISM reserves the right to suspend or cancel any order, without compensating the customer, when force majeure jeopardizes normal operations and execution of the agreement. Cases expressly considered force majeure include strikes, transport shortages, natural disasters such as fires and floods, damage to property, riots, war on terror, epidemics or accidents.

Article 3 “Force Majeure” is applicable when one of the aforementioned incidents occurs at F&D ISM or at one of its suppliers and / or carriers, regardless of the cause.

4. Price

The price is always excluding V.A.T., unless explicitly stated otherwise. The price is as stated on the order form or agreement, unless F&D ISM finds it necessary to change the price according to the evolution of fixed and / or variable costs (raw materials prices, wages, energy prices, etc.) associated with the order. In this case, the price will be as stated on the front of the invoice.

5. Complaints

Customers must immediately accept the delivery of goods and inspect the delivered goods. Upon receipt, the customer signs the delivery note and states any deficiencies or visible damage when applicable. A copy of this delivery note is handed to the driver.

Any claim about the delivered goods in relation to an error committed by F&D ISM (e.g. quantity error) must be communicated in writing with F&D ISM within 48 hours of the delivery.

For any visible defects in the delivered goods, F&D ISM must be notified via registered mail which must be sent out within 48 hours after receipt of the goods. In absence of such a letter, the customer no longer holds the right to make any claims regarding visible defects.

Any hidden defect must be reported in writing by the customer to F&D ISM within 8 days of discovery of the hidden defect. In absence of such a report, any claims regarding hidden defects are void. In addition, a claim based on a hidden defect must be made within a year from the date of delivery.

The obligations of F&D ISM will in any case be no more and nothing else than the replacement of the defective goods. At the discretion of F&D ISM, a voucher or the payment of the price paid by the customer for the delivered goods may also be used as compensation for a founded hidden defect claim. The buyer is not entitled to any other form of compensation.

6. Retention of Title

The delivered goods shall remain the property of F&D ISM until payment of the invoice, costs, interests and / or damages is made in full. In the event of non-payment on the due date of the invoice, the already delivered goods may be returned by F&D ISM. This return shall in no way affect F&D ISM's right to collect the invoice, costs, interests and / or damages.

7. Payment Modalities

The price stated on the invoice is payable in cash on the date stated on the invoice. Orders are only accepted provided prepayment of 30% of the final invoice. The final invoice must be fully paid before international transport begins. A discount has already been deducted from the prices quoted by F&D ISM for cash payment. In case of dispute, the invoice must be protested within eight days of receipt of the invoice.

In the event of non-payment of the invoice on the due date, the price of the invoice will be increased by an interest equal to 1% per month from the due date until payment in full, including interest, is made. In addition, each invoice that was not paid by a customer on the due date will be subject to a flat-rate fee of 15%, with a minimum of € 75. By law, the non-payment on the due date of a single invoice, makes the outstanding balance of all the other, even non-expired invoices, interests and / or damages immediately due.

8. Applicable Law and Competent Court

Belgian law applies to all legal relations between parties. In the event of a dispute, only the courts of Antwerp (Belgium) shall have jurisdiction without prejudice to the provisions of the Judicial Code which apply in the event of a dispute between F&D ISM and a customer.