

General Sales Conditions

Article 1

The following conditions shall apply to all our sales. Customer purchase conditions which differ from our sales conditions will not be accepted, except when there is a different explicit written agreement. In case one or more points of these sales conditions should not be applicable or executable, all other points will remain valid for all concerned parties.

Article 2

The delivery and service of the goods take place in our warehouse where the client is supposed to have accepted and controlled the conformity as well as the visible faults, except in case of a different written agreement.

All complaints concerning the nature, the quality, the appearance or the packing of the goods sent should arrive within 5 days to be accepted.

In case of a latent defect, all complaints should arrive by registered mail within 8 days of the discovery of the defect and at latest 6 months after delivery, to be valid.

Contrary to article 1643 B.W. Verus is only responsible for latent defects when we have knowledge of them, this knowledge is not assumed but has to be proven.

Article 3

The shipment or the transport of goods is at risk and charge of the customer, even when the delivery is carriage paid and organised by our services. Returned goods will not be accepted without previous approval by Verus.

Article 4

Delivery times are approximate, even when the delivery date is in writing. Exceeding the delivery time is not a valid reason to cancel the order or to claim compensation.

When previous accounts are not completely settled, Verus has the right to suspend the delivery of the running orders.

Verus has the right to require payment guarantees, even during the production of an order. In case of refusal Verus has the right to cancel the order, partly or entirely.

In case Verus cannot deliver, completely or partly, following a case of 'force majeure', Verus has the right to cancel the agreement, completely or partly, or to temporarily postpone the agreement, this will not give the customer the right to claim any indemnity.

Under 'force majeure' we understand amongst others, but not exclusively, danger of war or war, strikes, lock-out, traffic or transport disturbances, (data) network interferences, government measures, lack of raw materials, natural disasters, fire and other circumstances independent of the will of Verus and which obstruct the activities' good progress.

If Verus has already started assuming its obligations, completely or partly, when the 'force majeure' occurs, Verus has the right to make a separate invoice for the part of the agreement which has already been executed and the customer has the obligation to settle this invoice as if it was a separate agreement.

Article 5

Except in case of contrary indication, all our offers are free of obligations. Every order (and/or agreement) is considered as accepted only in case of written confirmation by Verus.

Non confirmed orders by Verus are considered as non-accepted by Verus.

All changes concerning the specifications of an order and/or a delivery term of this order, have to be requested in writing within 8 days following the confirmation of the order by Verus and have to be accepted by Verus to be applicable.

Verus has the right to apply technical modifications with the objective of improving the goods or following modifications from suppliers without previous notification.

These modifications do not alter the validity of an order.

Article 6

Except in case of a different written agreement, all invoices are payable at our registered office 30 days after the date of the invoice, without discount.

All charges are for the customer.

Once invoices are expired, the amount due is increased as of right and without previous notification with an interest equal to the applicable interest rate following the law of 02/08/2002 concerning late payments in commercial transactions.

Article 7

All recovery and protest costs of bills, accepted or non-accepted, reception cards and other costs will be settled by the customer. The presentation of bills does not modify the place of payment.

Article 8

In case of non payment, completely or partially, without valid and accepted reason at the expiry date, a standard amount will be charged above the amount due, as of right and following reminder letters without reply, for an amount of 12% of the total debt with a minimum of € 125 and a maximum of € 2.500, even when a deferred payment has been granted.

Article 9

In case of protest of an accepted bill or non-payment of an invoice at the expiry date, all invoices and expired bills will be due immediately as of right and without prior notice.

Article 10

In case of non payment at the expiry date, Verus has the right to cancel the sale as of right within 8 days and following a certified letter of reminder without reply.

When an agreement is cancelled at the demand of the customer, the customer will pay an amount of 20% of the sale as compensation, with a minimum of € 125.

Contrary to article 1583 B.W., Verus remains owner of the delivered goods as long as they are not fully paid. In case of partial deliveries, and when separate payments are agreed upon for these deliveries, the goods remain property of Verus until full payment of the order. Goods delivered under 'reserve of property' have to be written in the customers states with the mention 'reserve of property'.

In case the buyer sells the delivered goods to a third party, and these goods are not fully paid yet, the buyer will commit an abuse of good faith (art. 491 penal code). Furthermore Verus will ask the customer to transmit the claim, completely or partly, at his first request and this for the amount due. If the customer does not reply to this request, Verus can stop the deliveries as of right.

All risks are transmitted to the buyer as from the delivery.

When the expiry date is exceeded without full payment, Verus can cancel the agreement irrevocably and as of right in his advantage, meaning that Verus can recover the goods and claim compensation.

Article 11

Verus' warranty conditions given by the Verus' suppliers, are transmitted by Verus to the customer. These warranty conditions are limited and will not exceed the warranty conditions of Verus' suppliers. The warranty period is equal to the warranty period determined by Verus' suppliers. Verus does not give any product guarantee.

Article 12

Contrary to article 1289 B.W., all compensations are excluded.

Article 13

In case of a dispute only the courts of the region of Kortrijk will be competent, even in case of summary procedure.

The acceptance of bills does not change this competence.

The Belgian law is applicable.