

GENERAL SALES CONDITIONS

1. Deliveries are ex-factory (Incoterms 1953) except contrary stipulation.
2. All the goods are carefully counted up before any delivery.
3. The signature of the delivery note means the acknowledgement of receipt of the quantities mentioned on this note.
4. No claim on the quantities delivered will be accepted if it is not made by unloading.
5. Our prices are understood excl. VAT, empties and packages being lost (except europallets)
6. Our prices and conditions are subject to final confirmation.
7. Our prices have been carefully calculated. The prices are understood to be subject to our confirmation.
In case that between the dates of a contract and its delivery
 - a. governmental interventions and/or measures take place that lead to cost increases. we have the right to raise our prices by these additional costings;
 - b. any other considerable cost increases that could not be foreseen give us the same right to raise our prices; evidence of these additional costings will be produced if desired;
 - c. unfavourable variations of the currency exchange more than 2,25 % give us the right to raise our prices of these income losses.
8. The factory guarantees its products against deprecation during one year in normal stocking conditions
9. To be admissible, any claim should be made during the 8 days following the invoice receipt. To be valid, any engagement taken by our representatives is subject to our Management's confirmation.
10. Any document which might bind the Society will be allowed to be valid unless it is bearing authorized signatures.
11. The goods delivered remain our property until full settlement of the invoice.
12. Our general payment conditions are: 10 days net date of the invoice, except contrary stipulation Our invoices are payable in Floreffe and must be paid latest at the due date.
13. For any payment delay of all or part of an invoice which falls due, an interest at the rate of 1,50 % per month or part of a month, will be automatically charged.
14. Any delay exceeding three months will involve an indemnity of 6 % on the total amount due With a minimum of 50,00 €, which will be added to the delay interests mentioned in the preceding paragraph without prejudice to the possible legal charges in application of the articles 1152 and 1229 of the Civil Law.
15. The delays of delivery will not lead to the payment of any damages. They will not cause the contract cancelling from the buyer in circumstances outside our control as strike, lock-out, internal or external political events, serious technical accident, break of machines, lack of raw materials, of fuel, etc.
16. When we consider that the credit of the buyer is deteriorating, we reserve the right, even after partial dispatch of the goods, to require from the buyer such guarantees as we may think proper for the satisfactory fulfilment of the buyer's engagements. Should such guarantees not be forthcoming, we reserve the right to consider the order cancelled.
17. Any exception to the present general sales conditions must be done by written agreement between Materne-Confilux sa and the customer.
18. In case of dispute, the courts of Namur or the courts of the domicile of the buyer whichever the seller shall elect, shall be competent.