

General conditions of purchase and sale

ART. 1 - CONTRACT – Each confirmation of an order by fax, letter, or e-mail must be clearly signed by the buyer whereby he declares that he has taken cognizance of the conditions and accepts them. In the place of the buyer, the same rights and obligations accrue to his mandatees or creditors.

ART. 2 – SALES PRICE - Our prices do not include VAT (21%) and can be revised at the time of delivery if changes occur:

1. in the official market regulations;
2. in the prices of the raw materials;
3. in the wages;
4. as a result of modifications issued by the buyer during the construction work.

All taxes on usage or sale, excise taxes, fees, customs taxes, exchange rates, or costs of whatever nature of a local, national, international nature that are applicable to the agreement between the seller and the buyer will be borne by the buyer in addition to the indicated or invoiced prices.

The hourly rate during normal workweek is EUR 65.00 (from 01/06/2017)

ART. 3 – PURCHASE ON INSTALLMENTS– The buyer becomes the proprietor of the executed work only after it has been completely paid for. The financing can only be provided by an organism and recognized by the seller who, with his signature, expressly indicates his agreement.

ART. 4 - PAYMENT – By the contract, the buyer is obliged, at the commencement of the work, when all the technical details are clear, to pay an advance of 40% of the purchase price.

After the advance payment is received by the seller, the sales price can not be a subject of discussion.

The balance of the sales price and the VAT if any must be paid in cash at the latest at the time of delivery.

All goods remain the property of the seller until the full agreed upon sales price and the interest if any are paid by the buyer.

ART. 5 – Upon the failure of payment by the due date of the invoice, the principal shall be increased automatically without reminder or notice of overdue payment by a fixed indemnity of 10% per year. This interest is billed separately and must be paid within 14 days after reception.

ART. 6 – If our confidence in the creditworthiness of the buyer is shaken by acts of judicial execution against the buyer and/or other demonstrable events that cast doubt on the good execution of the obligations entered into by the buyer and/or make that execution impossible, we reserve the right, even if the goods have been shipped in whole or in part, to postpone the entire order or a part thereof and to demand appropriate guarantees from the buyer. If the buyer refuses to comply with this, we reserve the right to cancel the entire order or a part thereof. All of this applies without prejudice to our rights to all indemnities and interest.

ART. 7 - SOLIDARITY – If the invoice, at the request of the customer, is issued in the name of a third party, the customer and the third party are jointly liable for the payment thereof and for the execution of the other obligations that flow from these general conditions.

ART. 8 - SEVERANCE - Contract severance by the buyer is excluded if it concerns a specially made or custom-made product. For standard products that are available on the market, the buyer is obliged to pay the seller an indemnity of 20% on the price of the agreement, this in accordance with Art. 1152 of the Civil Code.

ART. 9 - DELIVERY – The delivery occurs from the plant in Hoeselt. In all other cases, the moving, shipping, and transport expenses are borne by the customer.

The delivery period begins to run when all the technical details are clear and after all the data, drawings, etc. necessary for the execution of the work are in the possession of the one who executes the order and he has received the agreed upon advance payment. If one of the aforesaid elements is late, the delivery period will be re-determined with reference to the current order book.

The delivery time is specified by approximation and, when this cannot take place on time for whatever reason independent of our will, this in no case can be reason for severance of the contract or for any indemnity.

ART. 10 - GUARANTEE - A general guarantee covers each newly delivered or constructed component for 12 months after the day of entry into service.

Until this day, a product comes under guarantee if it satisfies the following conditions:

1. when the defect is recognized by the constructor;
2. in the core components of the construction;

3. if the construction, the repair, or the replacement is executed in the shops of the chassis builder;
4. the towing charges, the deprivation of use, and the work hours for the uncoupling and the reinstallation are not subject to the preceding;
5. Travel and hotel costs are never covered by the guarantee;

Repairs are not under the guarantee if this is not explicitly indicated in an agreement.

Damage or burning of electrical and electronic components (motors, batteries, and the like) is never covered by guarantee.

ART. 11 – LIMITATION OF THE LIABILITY -

In no case whatsoever is the manufacturer or seller liable for any special, punitive, incidental, indirect, or imaginary damage including, but certainly not limited to, loss of production, loss of profit, or loss of contracts.

ART. 12 – STORAGE OF THE VEHICLES – The seller is not liable for the condition of the vehicles and the products of the customer (video screens, electronic apparatus, etc.) that are delivered in his shops. Upon the arrival, at the request of the customer, an inventory can be drawn up of the products made available. The manufacturer is not liable for items that are not listed in this inventory. Nor is he liable for damage that is not the direct consequence of the work to be executed by the manufacturer and that would be caused to vehicles and products of the customer during the storage. The manufacturer is in no case liable for damage or missing components when the vehicles, after the delivery, have left the shops.

ART. 13 - DISPUTE – Each dispute is under the exclusive jurisdiction of the Court of Tongeren.

ART. 14 - COMPLAINTS – All complaints in connection with invoices must reach us by registered mail within eight days after receipt of the invoice. After this date, complaints will no longer be accepted and the invoice has been approved by the customer.