



## **Terms and Conditions of Sale and Delivery of NV TOP BRONNEN ('Top Bronnen')**

*Version of 18 March 2015*

### **Article 1. Mandatory nature of the Terms and Conditions of Sale and Delivery**

1.1. Unless expressly otherwise agreed in writing, these Terms and Conditions of Sale and Delivery ('Terms and Conditions') shall apply to all offers and sales. Signature of an order form or unconditional receipt of an invoice shall constitute acceptance by the contracting party of these Terms and Conditions.

1.2. The contracting party accepts that these Terms and Conditions shall be the only ones applicable to its contractual relationship with Top Bronnen and that any of its own general or specific terms and conditions shall be inapplicable even if stipulated as being the only applicable ones.

### **Article 2. Offers**

2.1. Unless otherwise agreed, offers shall be valid for ninety days at most.

2.2. Unless otherwise agreed, any selling prices stated offers shall be subject to Incoterm 1, ex-works (EXW).

### **Article 3. Quality of delivered goods**

3.1. Top Bronnen shall deliver the goods to the contracting party in accordance with the description, quality and quantity stated in the offer.

3.2. Goods delivered by Top Bronnen shall meet all quality requirements prescribed by law in Belgium. Any differing quality standards applicable to foreign countries shall be expressly agreed by the contracting party in the agreement.

### **Article 4. Shipment and delivery**

4.1. Top Bronnen shall pack the goods properly in the way stated in the offer or subsequently agreed.

4.2. The delivery address shall be reachable without difficulty by normal means of transport. The contracting party shall make available the mechanical tools and personnel necessary to unload the goods, in the absence of which Top Bronnen may either take back the goods at the expense of the contracting party or charge additional costs.

4.3. Goods shall be deemed delivered at the time loaded on to the means of transport.

4.4. Delivery times shall be approximate. Any incomplete or late delivery shall not establish any right to refuse delivery of or payment for delivered goods.

4.5. Refusal to accept delivery for reasons other than attributable to Top Bronnen or refusal to call up a delivery shall give Top Bronnen the right to charge the contracting party costs for storage.

4.6. Visible defects shall be stated immediately on the delivery note. Damage occurring during transport shall not entitle the contracting party to compensation.

4.7. Other defects observed by the contracting party in delivered goods shall be made known to Top Bronnen by registered letter within eight days or shall otherwise be disregarded. The goods concerned shall be kept available for inspection by Top Bronnen. Complaints received more than fourteen days after delivery shall never be accepted under any circumstances.

4.8. Returned shipments shall not be accepted unless prior written permission was given to return them.

4.9. If delivery occurs on pallets, the same number of pallets of the same type and quality shall be sent back. Top Bronnen may charge a deposit if pallets are not returned properly.

4.10. Cancellation of an order for reasons beyond the control of Top Bronnen shall cause the contracting party to owe fixed compensation equal to twenty percent of the order value. Top Bronnen reserves the right to invoice any materials already purchased and services already rendered if the fixed compensation is insufficient to make good its proven loss.

#### **Article 5. Liability**

5.1. In the event of demonstrated quality defects, Top Bronnen shall arrange the return of the goods and shipment of a new delivery free of charge.

5.2. Top Bronnen shall be liable only in the case of serious misconduct or intent on its part, with the proviso that the amount of the reimbursable direct and indirect damage shall be limited in all instances to the net invoiced amount.

5.3. Top Bronnen shall not be bound to provide compensation for damage arising through strikes, force majeure, lockouts and similar occurrences that render its fulfilment of the order impossible.

#### **Article 6. Price and payment**

6.1. The purchase price shall be the price stated in the offer. Any increases imposed by government authorities between the agreement date and the delivery date shall be charged to the contracting party.

6.2. All invoices shall be deemed accepted unless contested by registered letter within eight days of their receipt.

6.3. Top Bronnen invoices shall be payable within thirty days of the end of the month.

5.4. Cash payment discounts shall be allowed only insofar as expressly agreed in writing. The contracting party shall then make payment punctually by the agreed due date.

6.5. Every received payment shall be used to settle the oldest unpaid invoices, firstly in respect of interest already owed, secondly any contractual damages owed and finally the principal sum.

6.6. If payment is not received within thirty days of the end of the month, the contracting party shall immediately owe, without prior notice of breach, compensation for damage equal to ten percent of the invoiced amount, subject to a minimum of €125, plus interest at an annualised rate of 8.5%, calculated from the due date of the owed amount to the date of receipt of full payment.

6.7. Non-payment shall give Top Bronnen the right to postpone upcoming deliveries until all unpaid invoices have been settled. Any damage incurred by Top Bronnen directly or indirectly due to late payment shall be payable by the contracting party. Top Bronnen may then also repossess the delivered but unpaid goods at the expense of the contracting party, without prejudice to its right to claim damage arising from non-fulfilment of the agreement.

#### **Article 7. Reservation of title**

7.1. Top Bronnen shall retain full title to the goods until the contracting party has paid the full amount of the purchase price plus any owed interest and additional costs.

#### **Article 8. Applicable law and forum**

8.1. All Top Bronnen agreements shall be governed solely by the laws of Belgium. Each agreement shall be deemed to have been entered into and performable at the registered office of Top Bronnen.

8.2. Any disputes concerning agreements covered by these Terms and Conditions shall be subject to the jurisdiction of the courts in the judicial district of Oudenaarde, Belgium.

**Cette texte est disponible en français sur notre site [www.topbronnen.be](http://www.topbronnen.be)**

**Deze tekst is beschikbaar in het Nederlands op [www.topbronnen.be](http://www.topbronnen.be).**