



General Sales Conditions Van Hessen nv

1. Precedence

These General Conditions precede any other contradictory or deviant ordering conditions from the buyer. Any deviation and/or addition is only binding after explicit and written content of Van Hessen nv.

2. Quotations-offers-orders

All quotations, offers and publicity are without obligations and are subject to revision, even if noted by a representative of Van Hessen nv. Possible price changes cannot give cause for any compensation, nor dissolution of the agreement by the buyer.

3. Deliveries

Delivery terms are for informational purpose only and do not commit Van Hessen nv. Goods are always shipped at the buyer's risk, even when sent post-free. Should the buyer neglect to collect the goods or refuse to accept them, they will be stored at his risk and expense. Non post-free returns and returns without the original packaging will be refused by Van Hessen nv.

4. Securities

Van Hessen nv reserves the right at all times to demand payment guarantees as a security for the buyer's compliance with the agreement. Van Hessen nv is entitled to cancel (parts of) outstanding orders and to defer further execution of the agreement until such security is given, undiminished the legal right to cancel the agreement without proof of default.

5. Invoices - payments

All payments only come about on the registered office or on the bank account of Van Hessen nv. Payment must take place within 30 days after invoice date. Any divergent payment in the past does not imply deviation from this clause. The drawal of bills of exchange or other negotiable documents does not imply any renewal of debts nor deviation from these sales conditions. All costs caused by such issue or collection of bills of exchange are at the buyer's expense. Each amount unpaid on the due date will be legally and without notice increased with 10% of the invoice amount, with a minimum of 38 EURO and a maximum of 1.250 EURO, as a fixed compensation. In the event of nonpayment on the due date, an interest of 10% per year will be due, legally and without notice. All further collection costs will be at the buyer's expense. Nonpayment of one single invoice on its due date renders the total amount of all, even non-due invoices, immediately payable.

6. Perceptible and non-perceptible defects

No complaint by the customer for perceptible defects will be considered, unless written notification on the day of delivery of goods. Any discrepancies between the number of items ordered and delivered must be immediately specified on the waybill by the buyer, else they are unacceptable.

Van Hessen nv must be notified about any non-perceptible defects to goods or software delivered by registered letter within 30 calendar days. In the event of acceptable complaints the liability of Van Hessen nv is limited to this specified on the certificate of warranty which accompanies the goods and will never be higher than the selling price of goods or software delivered. The buyer himself is responsible for the input of data in the software, the consulting and processing of data and for possible consequences of manipulating these data, the improper and unlawful use of the goods or software delivered, which causes warranty to expire. Warranty is non-applicable in the event of incorrect use or lack of care by the buyer. The execution of these warranty conditions applies as a fixed and exclusive damage settlement by Van Hessen nv with exclusion of any other compensation for direct or indirect damage, operating loss, replacement or return of the goods.

7. Reserve of property

Van Hessen nv retains ownership of the goods sold until full payment is received. Until that time, the buyer is prohibited to withdraw, pawn or let the goods, or to have the goods at his disposal in any other way. The buyer will nevertheless take all the risks regarding loss or damage of the goods, irrespective of the cause. As long as the agreed price is not paid in full, the buyer is committed to keep the goods in perfect condition at the disposal of Van Hessen nv. In the event of imminent bankruptcy of the buyer, as with any repossession or devaluation of the goods, the buyer must notify Van Hessen nv in writing within 24 hours.

8. Cancellation clause

If the buyer who placed an order with Van Hessen nv cancels this order, Van Hessen nv will be entitled to a cancellation fee to the amount of 30% of the order total. In case Van Hessen nv cancels the order, a compensation of 30% of the order total is due to the buyer, undiminished the right of both parties to claim a higher compensation for proven damages incurred. In case of cancellation due to force majeure, the compensation is limited to the proven damages.

9. Jurisdiction

In case of dispute only the Courts of Commerce of Louvain have jurisdiction, or if preferred by Van Hessen nv, the judge of the site where the contract which is being disputed, is being executed or will need to be executed.