

Het Vishuis bvba

General terms and conditions of sale and delivery



Article 1. General

- §1 These General Terms and Conditions shall apply to every offer, every agreement and every delivery of goods or services made by us and shall form an integral part of the contractual relationship between us and the customer, unless otherwise agreed by the parties explicitly and in writing.
- §2 By the mere fact of accepting an offer, entering into agreements and accepting a delivery made by us, the customer shall acknowledge and accept these General Terms and Conditions.
- §3 The customer hereby recognises that the application of any general terms and conditions of the customer shall be excluded.
- §4 Should any provision of these General Terms and Conditions not be applicable or valid in a specific case, this shall not affect the applicability of the other provisions.

Article 2. Price quotations

- §1 Our price quotations are valid for 15 days, unless stated otherwise in the quotation. Our offers are drawn up on the basis of the stated quantities and qualities and are only binding if the quantities and qualities actually ordered are consistent with those provided in the offer.
- §2 Unless we have indicated otherwise in writing, the prices quoted by us are expressed in euros and exclude VAT, packaging and shipment costs, direct and/or indirect taxes, surcharges or excise duties.

Article 3. Purchase orders

- §1 All tenders and offers are without obligation.
- §2 Purchase orders shall only be definitive once the customer has signed them as confirmation of acceptance of our tender/offer.
- §3 Any cancellation of a purchase order should be made in writing. In the event that a purchase order is cancelled within two calendar days prior to the envisaged delivery, full compensation of at least 80% of the price of the purchase order shall be payable.
- §4 Any change to the cost of the ordered goods for reasons that include, but are not limited to, changes to employment terms and conditions, social regulations, taxes, purchase prices and so on, as well as price increases in connection with exchange rate adjustments, may be passed on directly to the customer even after entering into the agreement.
- §5 In the event of a change to the purchase order / agreement at the customer's request, any arising costs shall be borne by the customer.

Article 4. Delivery, transport and risk

Timeframe

- §1 The envisaged delivery period shall begin from the moment that all the necessary information that allows us to proceed with production and/or delivery of the purchase order is in our possession.
- §2 Delivery periods are provided purely as an indication and are not binding for us. Any delay in the delivery shall not entitle the customer to claim compensation or to dissolve the agreement.
- §3 In the event of late delivery, written notice of default should be given and a reasonable timeframe should be granted in which still to deliver. In the event of part deliveries of goods, each delivery or each phase shall be regarded as a separate transaction.

Location

- §4 Delivery shall be made to the place of delivery agreed with the customer.
- §5 If we are not given the opportunity to deliver the sold goods to the customer, then we shall be entitled to dissolve the agreement without judicial intervention and without notice of default, and without prejudice to the right to full compensation. Extrajudicial dissolution of the agreement shall not affect the customer's obligation to pay the purchase price. If the agreement is not dissolved by us extrajudicially, we shall be entitled to store the sold goods at the customer's expense and risk.
- §6 Delivery of the sold goods shall be made in one consignment to an address specified by the customer. The latter should take care of onward distribution, if desired.
- §7 The customer shall be responsible for ensuring good accessibility of the destination to which actual delivery should take place.

- §8 We shall be entitled to suspend the delivery of goods in the event that the customer has not fulfilled the latter's payment obligations.

Risk

- §9 From the moment of delivery, risk in relation to the delivered goods shall pass to the customer.
- §10 The customer shall be liable for the risk of unloading and storing the goods and, where applicable, shall be obliged to provide reimbursement for any damage or loss caused in this regard.
- §11 Delivered goods shall not be taken back or exchanged without our explicit written consent.

Article 5. Complaints/returns

- §1 The customer shall be obliged to inspect the goods immediately upon delivery for any deficiencies and/or defects. Any deficiencies and/or defects must be brought to our attention in writing by the customer as soon as they are identified, failing which we shall be entitled not to process the customer's complaints.
- §2 Given their nature, the customer cannot assert any claims relating to the delivered goods if notification of the complaint reaches us later than the end of the working day on which delivery took place. Such notification should be presented to us in writing.
- §3 Once the customer has identified any deficiency and/or defect in a delivery, the customer shall be obliged to do (or refrain from doing, where applicable) all that is reasonably possible and necessary to prevent (further) damage or loss.
- §4 The customer shall be obliged to provide all assistance required to investigate the merit of any complaints. If the customer does not provide such assistance, or if further investigation of complaints is not or no longer possible for reasons beyond our control, the customer shall no longer be able to assert any claims in this regard.
- §5 Delivered goods may only be returned to us following our prior written consent and in accordance with our returns procedure. In the case of returns, goods should be in their original condition and in the original (sealed) packaging, complete with the original labels and tags as well as the return label. The costs of the return shipment shall be payable by the customer.
- §6 Minor differences in quality, dimensions or other criteria shall not justify complaints.
- §7 The presence of any deficiency and/or damage as referred to in this article shall not give the customer the right to suspend payment obligations. Offsetting is hereby explicitly excluded.
- §8 Complaints can never be accepted in relation to (partly) processed products.

Article 6. Liability

- §1 For damage caused by non-performance, incomplete performance, untimely performance or improper performance of our commitments or those of our appointees, we shall only be liable in the event of wilful misconduct or gross negligence on our part or wilful misconduct by our appointees. Our liability shall, if applicable, be limited to reimbursement for foreseeable, direct and personal damage or loss sustained by the customer, to the exclusion of any indirect or intangible damage or loss, including, but not limited to, loss of profits, loss of customers or contracts and additional costs. Any compensation owed by us, except for that for wilful misconduct, shall be limited to no more than the net amount that we have invoiced to the customer or could contractually have invoiced to the customer for the goods/works that led to the damage/loss sustained by the customer. The customer hereby explicitly and unconditionally waives any further claim for compensation of any kind at our expense.
- §2 If a complaint relating to defective merchandise is acknowledged, between the parties or in court, our responsibility shall go no further than the proportionate refund for or replacement of the contested goods and shall therefore explicitly exclude any liability on our part for any further direct or indirect damage or loss. If the customer has worked or processed the delivered goods in any way, then any liability on our part shall lapse.



§3 Any damage or loss that is the result of poor conditions relating to storage, placement, humidity, dryness, cold or heat, or other adverse conditions on the premises where our goods are stored, placed or should be placed by the customer, can never be levelled against us. The customer shall, at all times, be obliged to comply with the storage conditions as indicated on the label of the relevant products. Any non-compliance by the customer with these storage conditions shall nullify any possible liability on our part in this regard.

§4 The limitations of liability as set out in this article, and by extension all other articles of these terms and conditions as well, shall always be interpreted in the sense that they are legally valid. If an article would not be regarded as legally valid, then the content thereof, in order to preserve its legality, should be interpreted in a manner that corresponds as closely as possible to the actual text.

Article 7. Invoicing and payments

§1 Unless otherwise agreed in writing or otherwise stated on invoices from us, invoices issued by us are payable upon delivery.

§2 In the event that an invoice is incorrect, a reasoned objection should be raised within 10 days of the invoice date by registered letter. Invoices for which an objection is not raised within the aforementioned timeframe and in the aforementioned manner shall automatically be deemed to have been accepted.

§3 Non-payment of an invoice on its due date shall render all invoices payable immediately, even those that are not yet due, and shall also cause suspension of the execution of all current agreements and/or dissolution of current agreements without prior notice.

§4 Any invoice that is not paid on its due date shall, by law and without prior notice, incur conventional interest at 10% per year, with lump-sum compensation also payable that is equal to 10% of the total unpaid invoice amount with a minimum of EUR 250.00, without prejudice to our right to reimbursement of the legal costs (including litigation fees) in the event that judicial recovery proceedings must be conducted.

§5 We shall have the right to allocate payments firstly to any costs payable, the conventional lump-sum compensation and any default interest before allocating them to the outstanding principal sum(s).

§6 We shall have the right, at all times, to offset all amounts that we might owe to the customer, for whatever reason, against the amounts which the customer owes to us, regardless of whether these amounts are due or not.

§7 If our confidence in the customer's creditworthiness is shaken by any insolvency proceedings or by legal actions against the customer and/or other provable events that jeopardise confidence in the customer's ability to properly fulfil the commitments made by the customer and/or render this impossible, we shall reserve the right to demand suitable guarantees from the customer. If the customer refuses to agree to this, we shall reserve the right to cancel the entire purchase order or any part thereof.

§8 We shall have the right to terminate the agreement with immediate effect without judicial intervention entirely or in respect of the part that has yet to be carried out, without owing any compensation, provided that we send a registered letter containing notification of this decision, in the event (1) of bankruptcy, a collective debt arrangement, proceedings under the Continuity of Enterprises Act (Wet Continuïteit Ondernemingen, WCO) or suspicion that the customer is insolvent or (2) that the customer fails to meet one or more of its commitments to us, including timely payment of the invoices issued by us, or the requested advances or prepayments, and the provision of (additional) collateral, and has not remedied this situation within eight days of notice by us of such default. In the event of full or partial dissolution, we shall have the right to lump-sum compensation amounting to 50% of the amount to which we would have been entitled if the agreement had been executed correctly. In the event of dissolution, the goods that have already been delivered should be returned to us at the customer's expense.

Article 8. Force majeure

§1 In the event of force majeure on our side, we shall be freed from any commitment, of whatever nature, without the customer being entitled to any compensation or refund of all amounts paid.

§2 Force majeure shall be understood as any circumstance that cannot be attributed to an error on our part and which makes it impossible for us to fulfil our commitments, or complicates, delays or makes fulfilment more expensive, such as, but not limited to, fire, machinery breakdown, accidents, strikes or lockouts, exceptional traffic disruption, exceptional weather conditions, such as storms, snow and floods, import or export restrictions, increases in taxes, fees, levies, excise and customs duties or other government measures, exchange rate fluctuations, inflation, epidemics, riots or war, or errors committed by suppliers of goods or services, delays at such suppliers, price increases by such suppliers or force majeure at such suppliers. The non-attributable and unavoidable nature of the above circumstances shall always be deemed to exist.

Article 9. Retention of title

§1 We shall retain exclusive title to all goods delivered by us until all amounts due in respect of the delivery, including any lump-sum compensation, default interest and costs owed in the event of late payment, have been paid in full. We shall, at all times, be entitled to take back goods which have remained our property if the customer fails to fulfil any obligation under the agreement(s) concluded.

§2 For as long as the delivered goods of the user are subject to a retention of title, the customer shall not be entitled to process these goods, to dispose of them or to establish any form of collateral in relation to them, unless this is done in good faith within the customer's normal course of business.

Article 10. Disputes

Belgian law shall apply to all our tenders and agreements. In the event of a dispute, the courts of Antwerp, Antwerp division, shall have exclusive authority in accordance with their respective competences.

Article 11. Miscellaneous

Any full or partial invalidity, nullity or unenforceability of one or more clauses of these General Terms and Conditions shall not affect the validity and enforceability of the remaining clauses or the remaining part.

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