

General Terms and Conditions of Sale DONCK NV

1. Each tender, order and each (also future) agreement is governed by these general terms and conditions, with the exclusion of the conditions of the customer, unless otherwise stipulated in writing. Only a written, acceptable deviation or modification of these conditions can be invoked against DONCK NV. The eventual nullity or invalidity of any of these clauses will not affect the legal validity of the remaining provisions.
2. All prices, proposals or offers, both verbal and written, are without any obligation and without any commitment by DONCK NV. An agreement is only concluded after an explicit order confirmation by DONCK NV. Each order, offer and/or order confirmation from the customer binds him irrevocably. If the customer cancels his order, refuses to accept delivery or makes delivery impossible for any reason whatsoever, the agreement will, by law, be deemed to have been dissolved to his detriment and he will be liable to pay compensation of which the minimum is established at 50% of the price (excl. VAT); an eventual higher amount is to be proven by DONCK NV.
3. The delivery times mentioned in the special conditions are purely indicative and do not imply any obligation on the part of DONCK NV whatsoever. Delays in delivery cannot give rise to any compensation or to the dissolution of the agreement.
4. The risk regarding the goods transfers at the moment of arrival of the goods at the place of destination as stated on the delivery note or invoice via transport arranged and paid by DONCK NV. Delivered, but unpaid, goods remain the property of DONCK NV until the effective payment thereof.
5. Unless otherwise explicitly stipulated, the transport price is always included in the price and the goods are delivered by DONCK NV or its transport partner. Unredeemed containers and accessories will be invoiced as follows: 85 EUR per container with label, 10 EUR per shelf, 1 EUR per extension and 15 EUR per euro pallet.
6. All invoices are payable at the registered office, in cash and without discount. In case of overdue payment, a conventional interest will be owed legally and without notification at the rate of 1% per month from the due date. Unpaid invoices will be increased with a fixed compensation of 15% on the outstanding invoice amount after notification of default by law with a minimum of 125 EUR and a maximum of 2500 EUR. This notwithstanding the right of DONCK NV to prove any additional damages suffered that would exceed this fixed compensation.
7. In a case of non-payment, the right is reserved to suspend any further commitments. DONCK NV also reserves the right, if appropriate, to regard the agreement by law and without prior notice as dissolved as a whole or for the portion that is still to be executed. All invoices, even non-due invoices, are payable immediately in the event of non-payment of one invoice, in case of protested bills of exchange or uncovered cheques, in the case of summonses by Social Security, in case of bankruptcy or other signs of insolvency of the customer.
8. Complaints or remarks regarding invoices must be formulated under penalty of forfeiture within eight days after the invoice date by registered and motivated mail. The complaint must be specified, both regarding the nature thereof and the object of the complaint.
9. Insofar as the acceptance of the delivery(ies) did not occur expressly, complaints, in respect of the goods and given the nature thereof, must be motivated by fax or e-mail under penalty of forfeiture within 24 hours after delivery and before usage, processing or reselling of the merchandise. Each claim must be substantiated with a clear description of the shortcomings.
10. The legal requirements should be met in order that the customer would be entitled to indemnification for hidden defects. It is conventionally established that the short-term referred to in article 1648 of the Civil Code will be three months from the date of delivery and that any claim to indemnification will lapse at processing, modification, repairs by the customer or third parties, resale of the delivered goods, misuse or insufficient maintenance. Our guarantee commitment is entered into personally with the customer. Therefore, if the customer transfers the delivered goods and services to third parties, these third parties may not appeal directly to DONCK NV with regards to the guarantee.
11. In any case, the liability of DONCK NV is limited to the delivered goods or to the value thereof. DONCK NV will in no case be liable for indirect damage, such as financial or commercial loss, loss of reputation, profit or turnover loss or loss of customers. In case of force majeure with regards to DONCK NV or with regards to one of its suppliers, the implementation of the agreement will be suspended as long as the force majeure makes it impossible to implement the agreement. The customer has no right of dissolution, breach and/or compensation in cases of force majeure. Force majeure is understood as, amongst others, all cases of unforeseen circumstances, both locally and abroad, as a result of which the fulfilment of the agreement cannot reasonably be required, such as war, threat of war, riots, terror, restrictive measures of any government whatsoever, fire, strikes, machine damage, lack of staff, lockouts, sabotage, natural disasters and mining issues.
12. Eventual disputes fall within the exclusive jurisdiction of the courts of the registered office of DONCK NV, notwithstanding the latter's right to take legal action the customer before the courts of its registered office. Belgian law is applicable.