

TERMS AND CONDITIONS

1. Scope

These General Terms and Conditions apply to all agreements, quotations, offers, orders, invoices and credit notes that apply between BECK-IMPEX BV, with registered office at Hoepertingenstraat 26, 3840 Borgloon, and registered with the Crossroads Bank for Enterprises under number 0892.801.262 (hereinafter "Seller") and a natural or legal person (whether public or not) (hereinafter referred to as "Customer"), except if and insofar as it is expressly deviated from in writing. They form an integral part of the agreement between the parties. By accepting an offer or placing an order with the Seller, the Customer acknowledges and confirms his prior knowledge and acceptance of these General Terms and Conditions and renounces the applicability of his own general terms and conditions, by whatever name. The Seller reserves the right to change its General Terms and Conditions, subject to prior notification to the Customer. Deviations from these general terms and conditions are only valid with the express and written agreement of the Seller.

2. Establishment and amendment of the agreement

2.1. All offers and quotations made by the Seller, in whatever form, are without obligation unless the offer includes a term for acceptance. An agreement is only concluded by written (order) confirmation from the Seller or by actual execution by the Seller.

2.2. All indications in offers, quotations or agreements, as well as in the appendices thereto, such as illustrations, drawings, weights, dimensions, capacities, colors and other information, are only approximate. Slight deviations are therefore not at the expense and risk of the Seller. The seller is not responsible for changes in (the construction of) the product made by the manufacturer.

2.3. Apparent clerical errors or mistakes in the Seller's offers and quotations release it from its fulfillment obligation and / or any obligations to pay compensation arising therefrom, even after the conclusion of the agreement.

2.4. The Seller reserves the right to suspend the execution of an order if the Customer's account with the Seller shows a negative payable balance or if the Customer shows a financial inability or negative solvency.

2.5. All agreements that extend to the delivery of fresh products (eg fruit) are subject to harvest reservation. If, as a result of a disappointing harvest with regard to the quantity and / or quality of the products, fewer products are available at the conclusion of the agreement than could reasonably be expected, the Seller has the right to adjust the quantities sold accordingly. to decrease. By supplying the quantities thus reduced, the Seller fulfills its delivery obligation.

3. Prices

3.1. Unless otherwise stated, all prices are in euros and exclusive of VAT. These prices are exclusive of transport costs (if applicable), insurance costs, packaging costs, installation and assembly costs, unless explicitly stated otherwise in writing. Any special extra costs related to the import and / or customs clearance of goods to be delivered by the Seller to the Customer or other levies imposed by the government are not included in the price and are therefore for the account of the Customer.

3.2. The amounts shown in the (order) confirmation by the Seller are based on the prices, rates, wages, taxes and other factors relevant to the price level that exist during the (order) confirmation. If, after the (order) confirmation, a change takes place in one or more of the aforementioned factors, the Seller is entitled to adjust the agreed price accordingly. It will immediately notify the Client of this. If a price increase is made pursuant to this provision, and the increase would amount to more than 10% of the total agreed amount, the Customer has the right to notify the agreement in writing within eight calendar days after it became aware or could have become aware of this price increase. dissolve.

4. Payment

4.1. Unless otherwise stipulated, all invoices issued by the Seller are payable at the registered office of the Seller within twenty one (21) calendar days after the invoice date. Under no circumstances is the Customer entitled to set off any claim against the Seller against the amounts charged by the Seller. Nor does premature payment give rise to any discount.

4.2. The seller always has the right to deliver and invoice in full or to invoice delivered goods per partial delivery.

4.3. Invoices that are not disputed by registered letter within eight calendar days after they are sent are considered to be definitively accepted.

4.4. Payment is made by deposit to the account number and under the reference as stated on the invoice.

4.5. The Seller always has the right to demand security for the payment or advance payment both before and after the conclusion of the agreement, with suspension of the performance of the agreement by the Seller, until this security has been provided and / or the advance payment has been received by the Seller. . If advance payment is refused, the Seller is entitled to terminate the agreement and the Customer is liable for any damage resulting from this for the Seller.

4.6. The Seller is entitled to suspend the delivery of goods that it has in its possession for the Client in connection with the performance of the agreed work until all payments owed by the Client to the Seller have been paid in full.

4.7. In the event of non-payment on the due date (cf. art. 4.1), all amounts outstanding towards the Customer will become due, regardless of the payment terms that were stipulated. From this date, any unpaid invoice will yield interest of 10% per year by operation of law and without prior notice of default. In that case, any permitted discounts will also lapse.

4.8. In the event of non-payment on the due date (cf. art. 4.1), the Customer will also owe by law and without prior notice a fixed compensation of 10% of the invoice amount, with a minimum of EUR 75.00 and subject to the Seller's right to prove the higher damage actually suffered by it. All additional expenses, such as legal costs, are not included in this lump sum compensation and are charged separately to the Customer.

4.9. The late, incomplete or non-payment of one expired invoice makes all non-expired invoices due and payable.

5. Dissolution and Termination

5.1. If the Customer fails to fulfill any obligation under the agreement or fails to do so on time, the Seller is entitled, without any obligation to pay compensation and without prejudice to its rights, to dissolve the agreement in whole or in part by means of a written notification to the Customer and / or the The Customer may immediately claim any amount owed to the Seller in full and / or invoke the retention of title.

5.2. Seller is entitled to dissolve the agreement with immediate effect, without any obligation to pay compensation and without prejudice to its rights, if the Customer applies for suspension of payment or bankruptcy or if this would be filed against it, as well as in all cases in which attachment all or part of its assets are deposited. All invoiced amounts will then become immediately due and payable.

5.3. In the event of dissolution, the Customer is also legally and without prior notice of default liable for a fixed compensation of 50% of the invoice amount, with a minimum of EUR 75.00 and subject to the right of the Seller to prove the higher damage it actually suffered. .

6. Force majeure

6.1. Save for provisions of mandatory law or public order and intent, the Seller is not liable if a shortcoming is the result of force majeure. During the period in which force majeure occurs, the obligations of the Seller are suspended. If the period in which the fulfillment of the obligations by the Seller is not possible due to force majeure lasts longer than three months, both parties are entitled to dissolve the agreement without judicial intervention, without any obligation to pay compensation.

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6.2. The term 'force majeure' as referred to in this article means in any case, unforeseen circumstances, also of an economic nature, which have arisen through no fault or fault of the Seller, including, but not limited to, natural disasters, wars, hostilities, attacks, whether in Belgium or in any other country where any branches of the Seller or its subcontractors are located, illness, fire or flood, epidemic, pandemic, government order, serious malfunctions in the company, cyberattacks, forced shrinkage of production, strikes and exclusions, both at the Seller and its supply companies, delays in the transport or delayed or incorrect delivery of goods or materials, such as energy, raw materials or parts by third parties, including the supplier's supply companies.

6.3. If the Seller has already partially fulfilled its obligations upon the occurrence of force majeure, or can only partially fulfill its obligations, it is entitled to invoice the already delivered or the deliverable part separately and the Customer is obliged to pay this invoice as if it concerned a separate agreement.

7. Cancellation of an order

7.1. If the Customer wishes to cancel an order, it must submit a written request to the Seller no later than fourteen (14) days before its execution. The Seller can refuse the request for cancellation. In such a case, the Customer is obliged to take the order and pay the price. If the Seller agrees in writing with the request for cancellation, the Seller will be entitled to compensation, which is at least estimated at 30% of the price, without prejudice to the right for the Seller to prove any higher damage or to execute the agreement to claim. From the date of the notice of default until payment of this damage is subject to a default interest of 10% on the amount of the compensation.

8. Delivery

8.1. Delivery takes place in accordance with the applicable ICC INCOTERM (2020) "Ex Works" ("Ex Factory"). If the Customer refuses, makes it impossible or unreasonably difficult or is negligent in providing information or instructions that are necessary for the delivery at the agreed time, the Seller is entitled to store the goods at the expense and risk of the Customer, without prejudice to the Seller's right to terminate the agreement.

8.2. Goods are deemed to have been delivered as soon as the Seller has informed the Customer that the goods, whether or not to be assembled in whole or in part, are ready at the Seller or at a third party to be collected by the Customer or to be ordered by the Customer. to be sent. From the moment of delivery, the Customer bears all risks associated with the delivered goods.

8.3. If, notwithstanding article 8.1, it is expressly agreed that the Seller will arrange the transport of the goods, both the costs and the risk of loss or damage during transport are at the expense of the Customer, unless expressly stipulated otherwise. In that case, the Customer is also responsible for unloading the container, unless stated otherwise in writing.

8.4. If the parties agree that the unloading of the container or cargo must be done by the Seller, the Customer will ensure that the delivery place is easily accessible and that persons are present at the delivery who can provide all necessary or useful information in order to provide the opportunity to unload the goods. In any case, the Seller can only be obliged to deliver to the ground floor. If this obligation is not fulfilled, the Seller always has the right to refuse to make the delivery. In that case, the Seller will be entitled to compensation for all costs incurred by it, including travel costs and working hours, without prejudice to Article 7.1.

8.5. The statement of delivery terms in offers, quotations, agreements or otherwise is always made by the Seller to the best of its ability and these terms will be observed as much as possible, taking into account the availability of these goods and / or services. The Customer acknowledges that, unless expressly agreed otherwise, this delivery date for goods and / or services is purely indicative. Failure to observe this indicative term by the Seller will under no circumstances give rise to the dissolution of the agreement or to a right to compensation. Partial deliveries are always permitted. Delay in the payment by the Customer of certain advances on the sales price may lead to a proportional delay in the delivery term.

8.6. If the delivery period or the place of delivery or the conditions of delivery change at the request of the Customer, or if the Customer has provided incorrect information in this regard, the Seller is entitled to payment of the relevant additional costs, as the case may be.

9. Warranty

9.1. If the Seller (or the Seller's supplier) provides the Customer with a guarantee with regard to the work or goods delivered or to be supplied, it will explicitly notify the Customer of this in writing. In the absence of such express written notification, the Customer cannot invoke a warranty, without prejudice to its legal rights arising from mandatory provisions. For perishable and consumable products, the warranty period is in any case limited to the use-by date of the products.

9.2. In the event of a well-founded appeal by the Client, the Seller will repair or replace the delivered goods - at the choice of the Seller - unless this would have become demonstrably useless in the meantime. If the Seller notifies the Customer that it will proceed with the repair, the Customer will make the delivered goods available to the Seller again, at its own expense and risk.

9.3. All warranty obligations of the Seller lapse if the defects or imperfections of the delivered goods reported by the Customer are the result of (i) any incorrect, careless or incompetent use or management of the goods by the Customer, its employees or third parties or, (ii) of a change to the delivered goods by the Customer, its employees or third parties with which the Seller has not agreed or (iii) of strange causes such as, but not limited to, fire or water damage.

10. Liability

10.1. The seller cannot be held liable for the consequences of the use and any consequences incurred by the user, a third party or their goods by the delivered, placed and / or transported products. The sale is and remains placed on order and at the risk of the Customer, who is liable for any accidents, violations, correct storage, etc. The Customer is also liable for and will indemnify the Seller against any damage (including fire.) caused by the products.

10.2. The seller does not guarantee the quality of its products in the event of abnormal use, poor maintenance, alteration of the goods, poor storage conditions, (dis) assembly or repair by the Customer.

10.3. Seller is not responsible, except for its own fraud or willful misconduct, for incidental or consequential damages (including: injuries, property damage, financial loss, lost profits, employee expenses, damage to third parties, loss of income). The Client waives recourse in this respect against the Seller and / or its employees. In the event of fraud or willful misconduct on its own, Seller's maximum liability for incidental or consequential damages shall not exceed the purchase price of the product.

11. Complaints

11.1. The Customer is obliged to inspect or have the products inspected immediately upon delivery. This is understood to mean that the Buyer must thoroughly and accurately investigate whether the products comply with the agreement in all respects, more particularly whether the correct products have been delivered, the quantity of the products is correct (quantity, number, weight), the (non-) conformity or the condition of the delivered goods. Complaints about this must be reported to the Seller in writing immediately after this inspection, under penalty of forfeiture, stating the nature of the shortcoming.

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11.2. Complaints about any other (invisible) defects in perishable products must be reported immediately and in writing, under penalty of forfeiture, after the defects have been discovered or could reasonably have been discovered, but no later than 8 hours after delivery, with an accurate statement of the nature of the the shortcoming.

11.3. Complaints about defects (including those covered by the manufacturer's or supplier's guarantee, which was stipulated directly against the Customer) must, on pain of forfeiture, be submitted no later than eight calendar days after receipt of non-perishable goods (in case of visible defects) and Eight calendar days after discovery of non-perishable goods (in case of hidden defects) to be reported to the Seller by means of a motivated registered letter. The use or possible resale of the goods nullifies any liability of the Seller. The claim regarding hidden defects must be brought within fifteen calendar days after the discovery of the defect or after the defect should reasonably have been discovered. Complaints and / or disputes, of whatever nature, never give the Customer the right to suspend the fulfillment of his obligations towards the Seller, nor the right to cancel the entire order or delivery. If the complaint is justified, the maximum liability of the Seller will in any case not exceed the price of the product.

12. Retention of title

12.1. All goods to be delivered and delivered by the Seller remain the property of the Seller under all circumstances, as long as the Customer has not paid any claim from the Seller, including in any event the claims for payment of the price.

12.2. The Customer is obliged to store the goods delivered under retention of title with due care and as recognizable property of the Seller.

12.3. The Customer is not entitled to pledge, otherwise encumber or transfer all or part of the goods delivered under retention of title, as long as the ownership thereof has not been transferred to it, to third parties, except insofar as such transfer is carried out in the course of the usual business activities of the Customer. Customer takes place.

12.4. Whenever circumstances require, including but not limited to the case where the Client is declared bankrupt or a third party threatens to seize or has seized the goods, the Client will send these third parties (for example, a trustee or creditors) by registered letter. informing the Seller's property right. The Customer will immediately inform the Seller of this by registered letter.

12.5. If the Customer fails to fulfill its payment obligations towards the Seller or the Seller has good reason to fear that the Customer will fail to meet these obligations, the Seller is entitled to take back the goods delivered under retention of title. The Customer is committed - if necessary on behalf of a third party (buyer) or holder - that, at the Seller's first request, it will be announced where the goods are located and that they will be made available again at the Customer's expense and risk. of the Seller, if the Seller requests it. Insofar as necessary, the Seller is hereby granted an irrevocable mandate to take back, as well as a mandate to enter the necessary premises. After repossession, the Customer will be reimbursed for the market value, which can in no case be higher than the original price that the Customer agreed with the Seller, less the costs arising for the Seller from the repossession.

13. Split ability

13.1. To the extent possible, the provisions of these Terms and Conditions and of the agreement are interpreted in a manner that is valid and enforceable under applicable law.

13.2. The (partial) nullity, unenforceability, non-opposability or impracticability of one or more provisions of this General Conditions or of the agreement, does not affect the application of the other provisions thereof and does not affect its validity.

13.3. Parties shall endeavor to replace a provision deemed null and void, unenforceable or unenforceable by a clause consistent with the intentions of the parties.

14. Applicable law and competent court

14.1. All agreements concluded with the Seller as well as the disputes related thereto are exclusively governed by Belgian law, with the exception of the Vienna Sales Convention.

14.2. In the event of disputes arising from the agreement or these general terms and conditions, which form an integral part thereof, only the appropriate courts of the judicial district of Antwerp, Hasselt division, have jurisdiction.