1. GENERAL

Our sales, deliveries and works are subject exclusively to the following general terms and conditions of sale, referred to as the FEDAGRIM terms and conditions of sale.

The purchasing conditions of customers cannot be enforced against us unless we have accepted them formally and in writing in advance.

2. ORDERS/QUOTATIONS

Our quotations are always considered non-binding, subject to sale.

Order forms signed by our sales representatives only bind our company after written confirmation by the Management or once the goods have been delivered.

3. PRICES

Our prices are given without obligation. Only the prices in force at the time of delivery apply. The customer waives the right to invoke a price change in order to cancel the order.

For products we manufacture and for long-term services, a price adjustment clause may be provided. This will be stated on the individual price quotation.

4. DELIVERY TIME

Delivery times are given as an indication and cannot be considered a commitment on our part, as they are subject to numerous unforeseen factors. If they are exceeded, this cannot give rise to termination of the contract.

In the event of force majeure, such as strikes, lock-outs, requisition, fire, flood, etc., delivery times are automatically suspended.

5. PLACE OF DELIVERY

Goods are deemed to be delivered ex our warehouses prior to shipment. They are therefore transported at the buyer's risk. The buyer must check the conformity of the goods upon receipt.

6. COMPLAINTS

Any complaint regarding the nature of the goods, missing parts or damage must be made in writing within 8 days of receipt of the goods.

7. RETENTION OF TITLE

Notwithstanding Article 1583 of the Belgian Civil Code, the goods and equipment remain our full property until the date of full payment of the price, even if they have become immovable by incorporation or by destination. The buyer may therefore not dispose of them in any way. The buyer undertakes to maintain the equipment with due care and to keep it at the seller's disposal.

In the event of seizure, the buyer undertakes to give notice of the contract containing this clause and to inform the seller immediately.

The risks relating to products delivered in accordance with Article 5 pass to the buyer at the time of delivery. The buyer is obliged to insure the goods. The seller may demand proof of this insurance and of payment of the premium for as long as the sale price has not been paid in full.

8. MODELS AND SPECIFICATIONS

Dimensions, weights, quantities and other technical characteristics, as well as drawings in catalogues and brochures, are given approximately.

We reserve the right to make changes to our machines and appliances that are deemed useful for their proper operation. In that case, the customer may neither terminate the contract nor demand the same changes to appliances already ordered.

9. PAYMENT

All payments must be made in cash at the seller's registered office.

Our agents and representatives are not authorised to collect amounts on behalf of the seller. Any payment through them is therefore not permitted.

Where we have agreed to payment in instalments, the balance becomes immediately due in the event of non-payment of any single instalment.

It is expressly agreed that non-payment on the agreed due date shall automatically, by operation of law and without notice of default, give rise to late-payment interest of 0.5% per month.

Furthermore, the outstanding balance becomes immediately due.

In addition, in the event of non-payment 15 days after a registered letter of formal notice has been sent, compensation equal to 15% of the outstanding balance shall be due, with a minimum of EUR 62.00.

Notwithstanding the above, in the event of late payment the seller reserves the right to suspend deliveries, terminate the contract or take back the equipment, in application of clause no. 7.

10. WARRANTY

We guarantee the purchased equipment against any defect in material or workmanship for a period of one year from delivery.

It is expressly agreed that our liability is strictly limited to the repair or free replacement of parts recognised as defective, including labour, but excluding all other damages for whatever reason, such as breakdown service, downtime, damage to property of the customer or third parties, and damage resulting from electrical faults such as overload, lightning, etc.

The warranty period for other articles we sell is at most equal to that granted to us by our suppliers. No warranty is given on parts made of glass, rubber, plastic, paper, carbon and other easily damaged materials.

Replaced parts remain our property.

Our intervention under warranty does not extend the warranty period.

A customer invoking the warranty must notify us immediately in writing.

The warranty lapses if the customer, without prior permission, calls upon third parties to carry out a repair on a machine.

11. COMPENSATION

If the agreement is terminated unilaterally by the buyer, the buyer shall owe compensation equal to 10% of the agreed price.

12. PRECAUTIONS

For the equipment to function properly, the buyer must provide adequate infrastructure.

Installations without the necessary capacity (electrical power, water supply, air supply, etc.) are the responsibility of the buyer. All adjustments required for this are at the buyer's expense.

13. COMPETENT COURTS

In the event of a dispute, only the courts of the seller's registered office have jurisdiction.

In the event of a sale or repair for a foreign customer, Belgian law applies.