

Sales conditions for professional customers

1. All offers and agreements are made exclusively under the general terms and conditions stated below. Exceptions are only valid if they have been confirmed in writing.

2. Our offers are non-binding and are for information purposes only. Each new offer invalidates all previous offers. All prices quoted are excluding VAT, ex works VAN HOECKE NV, excluding administration costs. These prices may be increased based on government regulations or other mandatory measures, which shall not entitle the Buyer to dissolve the agreement. Price changes for other reasons, such as an increase in purchase prices, also when this is a consequence of a change in currency rates, shall be equally binding on the Buyer, unless agreed otherwise.

3. All order cancellations must take place in writing. They shall only be valid if accepted by the Seller in writing. In case of cancellation, the customer shall pay a lump sum compensation of 20% of the order price. This compensation covers fixed and variable expenses and possible loss of profit.

4.1 Delivery periods are provided for information purposes only, and are therefore non-binding, unless expressly agreed otherwise by the parties. Delays in the performance of the agreement can never give rise to fines, damages or the dissolution of the agreement.

4.2. If a case of force majeure renders the performance of the agreement impossible, the delivery dates will be delayed by a period equal to the period during which performance was rendered impossible.

4.3. Delivery shall take place ex works, unless agreed otherwise in writing. The Buyer shall be obliged to collect or organise the collection of the purchased goods within 10 days of the written notification that the purchased goods are available ex works.

4.4 If the purchased goods are not collected within the stipulated period, or received within that period if delivery by VAN HOECKE NV has been agreed, VAN HOECKE NV shall be entitled to dissolve the agreement at the Buyer's expense, without prejudice to the right to claim damages, and without prejudice to the right to charge the storage costs (for storage in VAN HOECKE NV's warehouses and/or elsewhere) to the Buyer.

4.5 The costs of collection and transport shall be borne by the Buyer, unless otherwise agreed in writing. In any case, the goods shall be deemed to have been delivered and accepted at the moment they leave our warehouses. Delivery shall always take place at the risk of the Buyer, who shall take out insurance against possible damage.

5. The Buyer must receive and inspect the goods immediately. Any complaints (e.g. defects) must reach us in writing, by registered mail, within 14 days after receipt of the goods. Any complaints received after this period shall be inadmissible.

6. Insofar as the agreement provides for a warranty, the maximum warranty to our customer shall consist of making available, free of charge, new, similar (parts of) goods to replace previously delivered faulty (parts of) goods, but not e.g. their installation.

7. Unless otherwise stated on the invoice, invoices shall be payable in cash in SINT-NIKLAAS at the time of delivery of the goods, without a discount.

7.1. In case of non-payment on the due date, the customer shall, without prior notice of default or reminder, in addition to the purchase price, pay: interest amounting to 12% per year up to full payment, as well as a standard, lump sum compensation in accordance with Article 1226 of the Civil Code, equal to 10% of the amount owed, with a minimum of 75 EUR, to cover all kinds of out-of-court costs. This clause shall also apply to bills of exchange.

7.2 Any delay in payment, for whatever reason, shall, by law and without prior notice of default, render all outstanding claims, even those not yet due, payable.

7.3. In case of non-payment, we reserve the right to suspend the performance of all ongoing orders until payment has been made.

7.4. The goods delivered shall remain the property of the Seller until full payment of the principal, costs and interests. As long as the goods are our property, it is prohibited to rent them out, pledge them or otherwise put them at the disposal of third parties, whether for consideration or otherwise, or in the context of normal business operations. Any non-payment by the due date shall serve as notice of default and shall automatically entitle the customer to a right of return on the part of the seller.

7.5. We, as well as our suppliers, can only be held liable in the manner provided for in this clause. We shall only be liable in case of fraud or deliberate error on our part, not e.g. in case of a gross error. We shall not be liable to the customer and/or third parties for defects in delivered goods, except as provided for in Articles 5 and 6. In no case shall we be obliged to compensate for indirect or consequential damage (such as, without limitation: loss of profit, personnel costs, loss of opportunity, complaints or claims from third parties), financial damage, physical damage, damage to goods belonging to the customer and/or third parties in case of goods sold, rented out or made available for inspection. Deliveries of goods shall always take place at the customer's risk and expense. If applicable, the customer shall be responsible for the necessary import and payment authorisations. However, the customer shall not be released from his contractual obligations if he is unable to obtain these documents (in time). In case we are liable for damages, these shall not exceed the amount invoiced by us.

If the customer finishes the goods themselves (e.g. processing a box system in untreated veneer or painting grade), then we are liable for neither this finishing nor its consequences, for example should the technical connections no longer function correctly.

7.6. The offers, drawings, photographs, calculations, descriptions and information provided by us shall remain the property of VAN HOECKE NV at all times, even if costs have been charged for them. The aforementioned offers, drawings, calculations, descriptions and information may not be communicated to third parties without the prior written consent of VAN HOECKE NV.

7.7. In case the Seller's trust in the Buyer's creditworthiness is shaken by legal actions against the Buyer and/or demonstrable other events which call into question the trust in the correct fulfilment of the Buyer's obligations and/or make this impossible, the Seller reserves the right to demand appropriate guarantees from the Buyer. If the Buyer refuses to comply, the Seller reserves the right to cancel the whole order or part of it, even if (part of) the goods have already been dispatched. In such case, the amount mentioned in Article 3 will become payable by way of damages.

7.8. The parties expressly agree that all goods belonging to the customer that are in the Seller's warehouses and workshops may be retained by the Seller as a further guarantee for the payment of the production price of goods already returned.

8. Only Belgian law shall apply. Only the Justice of the Peace Court, 1st canton SINT-NIKLAAS; Commercial Court in DENDERMONDE (SINT-NIKLAAS division); Court of First Instance in DENDERMONDE shall have jurisdiction, without prejudice to the right of VAN HOECKE NV to turn to the court of the Buyer's place of residence.