

General sales conditions

All our transactions are subject to the following conditions which always take precedence over the conditions of the purchaser save for any derogation expressly laid down in writing:

1. Commitment to conTeyor® International nv

Our proposals, catalogues and brochures provided do not constitute an offer or obligation in any way, save for express derogation in writing.

conTeyor® International nv shall only be bound vis-à-vis the purchaser after the sale has been accepted and confirmed in writing.

2. Delivery

Unless otherwise stipulated, periods of delivery are always considered indicative. Any delay in execution does not give the purchaser any right to recourse for liability against conTeyor® International nv or the right to cancel the agreement. The purchaser may not invoke late delivery as a reason for not complying with his obligations.

The purchaser undertakes to receive the goods specified in the order within eight days of notification of release on pain of the payment of compensation for any damage, including storage costs, suffered by conTeyor® International nv as a result of late receipt. The way in which compensation, and interest for late payment of compensation, shall be paid is laid down in Article 5 of these General Conditions.

3. Transport

Delivery always takes place in our warehouses. Any derogation shall be granted in writing by conTeyor® International nv. Goods are transported at the purchaser's risk and costs upon receipt of the delivery in our warehouses. Any complaint against the transport operator shall, in order to be valid, be submitted to him in writing not later than 48 hours after receipt of the goods.

4. Price

All prices are for delivery from our warehouses, exclusive of costs and tax. We reserve the right to alter prices as a result of changes in tax or charges from the moment of ordering to delivery.

5. Payment

All our invoices are payable to the registered office of conTeyor® International nv 30 days after the invoice date.

For any foreign payment, each party shall bear its own costs connected with the payment.

If no payment has been made by the fixed due date of the invoice, a 12% interest for delay on an annual basis shall be payable from the due date, without the need to serve notice of default.

Moreover, in the event of such failure to pay, all further invoices and amounts outstanding shall be immediately payable, even if the due date is at a later date.

Acceptance of bills of exchange does not constitute a debt renewal and does not entail any change with regard to compliance with the conditions specified. conTeyor® International nv must grant prior express permission in writing before any bills of exchange can be issued. In the event of non-payment of a bill by its due date, all subsequent amounts and invoices owed shall be immediately payable, including all accepted bills falling due at a later date.

Over and above the 12% interest for delay referred to above, conTeyor® International nv reserves the right to claim compensation through the courts, subject to reservation and without any additional formalities, to take back the delivered goods and to cancel the agreement at the purchaser's expense. This provision is valid without prejudice to the possible application of Article 1244 of the Civil Code.

Until payment has been made in full, the goods sold shall remain the property of conTeyor® International nv, in accordance with Article 6.

6. Retention of title

Goods covered the agreement remain the exclusive property of conTeyor® International nv until the sums owed have been paid up in full. Until that time, the goods may not be sold or given in pledge to a third party. If various goods have been ordered, transfer of ownership of all the goods may take place only when all the goods concerned have been effectively paid. If the purchaser makes use of the goods while they are still the property of conTeyor® International nv, he is liable to prosecution as stipulated in Article 491 of the Penal Code.

7. Complaints

Any complaint relating to the quantity of the goods and accessories shall be notified to us by registered mail within 14 days of their receipt at the purchaser's warehouse. With regard to quality, the purchaser shall examine the goods upon delivery for any defects. Any remarks or complaints relating to hidden defects that were not visible when the goods were delivered shall be reported to conTeyor® International nv in writing within 30 days of delivery. The right to recourse lapses upon expiry of these periods.

Goods delivered may be sent back only after conTeyor® International nv has given its written consent. Any return of goods to which consent has not been given by conTeyor® International nv shall be promptly refused by the latter.

The purchaser cannot hold conTeyor® International nv liable for any damage ensuing from the technical advice which conTeyor® International nv provides to him regarding processing, treatment or use of the goods, unless such damage is due to serious error or malice.

8. Guarantee

Our products and accessories are guaranteed against construction and material errors attributable to conTeyor® International nv, on condition that the instructions for use have been complied with. This guarantee exclusively covers the replacement free of charge of the components recognised to be flawed. Sales concluded by any intermediary recognised by conTeyor® International nv are subject to the same guarantee conditions as laid down above. Any provisions to the contrary shall be regarded as non-existent by conTeyor® International nv.

The guarantee lapses in case of damage attributable to negligence, normal wear and tear or any cause attributable to any use other than normal.

This guarantee is valid for ten years from the date of delivery.

9. Cancellation of orders

If the purchaser refuses to sign the credit documents or to meet - even partially - his contractual obligations, conTeyor® International nv reserves the right to cancel the sales agreement, after serving prior notice of default to which the purchaser fails to respond within a period of ten days, at the purchaser's expense. Upon cancellation of the sales agreement pursuant to this Article, the purchaser shall pay conTeyor® International nv a fixed and irrevocable amount of compensation amounting to a maximum of 100% of the price of the goods that were the subject of the agreement, without prejudice to conTeyor® International nv's right to claim compensation for damage effectively suffered. The obligation to serve prior notice of default before the agreement is cancelled does not apply in the event of late payment by the purchaser.

Any compensation due cannot be deducted from any advance paid.

10. Applicable legislation and judicial competence

All agreements concluded between conTeyor® International nv and the purchaser are subject to Belgian law. The courts of Ghent are exclusively competent to hear any disputes arising in connection with agreements concluded between conTeyor® International nv and the purchaser.

11. Protection of intellectual property

The purchaser recognises that any rights of intellectual property relating to the designs are the exclusive property of conTeyor® International nv and shall refrain from reproducing these designs, or having them reproduced, without conTeyor® International nv's written consent.

In case of delivery of goods or services according to a draft, model or specifications submitted by the customer, the customer guarantees that the concerned delivery does not infringe any intellectual property right or any other right of third parties. The customer relieves conTeyor International nv of any liability and indemnifies fully conTeyor International nv in case of any prejudicial consequence related thereto.

12. Derogation

Any derogation from the above general conditions must, on pain of absolute nullity, be confirmed in writing by conTeyor® International nv.