Terms of sale, purchase and commissioning

These terms, which are repeated in full on our website, and which the other party has full knowledge of, are reproduced here. By express agreement, they are applicable to all our contracts and commitments, as long as they haven’t been derogated under special conditions between the parties. All other terms, and particularly the terms of purchase of the counterparty cannot be imposed to us and are automatically cancelled hereby.

About our sales

All our offers are considered indefinite, and therefore may be withdrawn or modified, until receipt of the firm order of the client and the payment of the deposit stipulated as such. Variations may arise including exchange and provider rates fluctuations. They don't qualify for cancellation of the sale except in case of more than 15% increase.

No offer can be accepted partially, the full acceptance is an essential condition of the consent expressed by the provider.

All of our machines and parts are sold, according to the choice of the client and as stipulated in the contract, new, used, with or without revision, with or without warranty, and with the tension they have in our workshops except written and explicit request of the other party, interventions carried out under his sole and full responsibility and his charges. Installation at our premises is not acceptance, even partially. In all cases, used machines are reported irrevocably and incontestably well-known by the buyer, including such as views, directly or in photographs, by the customer.

The machines are shipped “freight collect”, at the risk of the buyer. Any exception will justify an express, written agreement.

If the buyer, invited by registered mail at the post office, continues to refuse to proceed with the removal of the goods, even in the case of total payment, the buyer shall be liable for compensation of storage equivalent to €2 per square metre per day. If the storage compensation amount were to be greater than the amount of the original invoice, then the buyer is deemed to have abandoned his goods and irrevocably allows us, for our own account and benefit, to sell such merchandise as abandoned and this in clearance of his storage invoice and of any balance of the purchase invoice.

Delivery times, listed or accepted, are formulated for information purposes and therefore do not imply our liability for delay, which cannot be invoked to cancel the contract or claim any compensation from us.

When a machine is sold, returned and installed in the workshop of the buyer, it unconditionally agrees to make available to the fitter, for his account, and his entire responsibility, the necessary assistance and gear for the manipulation of the parts and their assembly. The foundation works, electrical installations, and possible clearing at the location where the machine shall be installed, must be made before the arrival of the installer or the machine. The movement of the machines on the upper floor, or in a basement, as well as the connection of machines shall be made by the buyer, and under its full and total responsibility. If we were responsible to connect the sold material, and/or to carry out repairs on behalf of the client, this would be carried out without approval of the pre-existing installation.

For the work carried out at the customer, be it assembly, repair, even for the goods supplied under warranty, the waiting hours for our staff, and our subcontractors, related to the compliance of the planned installation for the machines, shall be charged to the customer.

All our goods and parts, new or used, are sold and payable in euros in Liège (Belgium), no later than the day before delivery unless expressly provided otherwise. The parties agree expressly to the existence of a retention of title clause for the benefit of the seller until full and complete payment of the principal and accessory included, and therefore we reserve the right to either recover the goods supplied, or to continue the execution of the contract. In case of termination due to circumstances attributable to the buyer, an incompressible lump sum equivalent to 20% of the order amount is owed to us, and 30% of the amount of the order if it relates to equipment purchased from another supplier, on specific request of the customer.

Failure to pay an invoice, or a part of them, or if a term expires, the claim in full becomes due immediately and automatically, without prior notice. Failure to pay within 10 days after the contract term then invoice shall automatically and without prior notice accrue a conventional interest according to the law for late payment in commercial transactions dated November 22, 2013, as a result of the transposition of the Directive 2011/7/EU. This allowance is supplemented with a penalty clause equivalent to 10% of the due amounts, with an incompressible minimum of €40.

To be taken into consideration, all claims of our clients shall be made in writing, submitted by registered mail at the post office or certified e-mail, within eight days of delivery. In the absence of claims in the form and by the deadline prescribed above, the goods are presumed permanently and without reserve, approved by the buyer without the possibility to bring contrary evidence.

If a claim is submitted in the form and by the deadline prescribed in these terms and if the price is paid in full, then we reserve the right to either take the sold goods against the full refund of the price only, or to adapt them without compensation to the other party, and this at our discretion without having to justify our option.

It is expressly agreed that the warranties are granted only when the goods and parts are delivered and installed by us and are limited to replacing, or at our discretion, repairing the faulty parts. This warranty does not include the price of dismantling, reassembly, transport of the defective parts, or any other direct or indirect charges related, such as commercial losses, to the intervention under the warranty. Similarly, in case of an accident linked to a defect in a sold good, due to its wear and tear, the customer cannot take advantage of this fact to request the cancellation of the sale and repayment of the price, or any other compensation.

The warranty, in any event, doesn’t cover the electrical and electronic parts failures.

About our purchases

Delivery times are shall be strictly observed. In case of delay, we reserve the right to refuse the goods without prejudice to any damages, including those possibly payable to our client, and without any compensation from the seller.

Our payments are made at 30 days from the end of the month of the net receipt, or within 10 days of receipt with a 2% discount, and at our discretion, without having to justify that choice.

The purchased supplies are guaranteed against any defects in material and workmanship. Our purchases shall be understood "delivered", delivery expenses chargeable to the seller.

The goods and used machines are always purchased complete and guarantee in perfect working order, unless stipulated otherwise on our order form. The repairs and any commissioning costs shall be borne by the seller.

The reception and approval of the goods purchased are carried out in all circumstances on arrival in our stores. In case of used goods, the receipt of the packages takes place under reservations and without prejudice recognition for the quality of the delivered goods. An observation and contestation letter shall be addressed to the suppliers within fifteen days of receipt of delivery. Before the expiry of that period, we reserve the right to all disputes on the quantity and quality of the delivered goods.

In case of non-supply of our accepted order or a delivery delay exceeding one month from the delivery date of the order form, the supplier shall indemnify us with a 20% fixed agreed indemnity of the order amount.

About our commissions

We enjoy an exclusive brokerage rights for the goods described and offered for sale by the principal. Our commission is due even if the sale is made directly by the seller without possible reduction. It is the same if the sale is made with one of our prospects, regardless of the time elapsed prior to completion of the sale directly by the seller.

In case of withdrawal of the end customer, or in case of commercial and economic incorrect or incomplete information provided by the end customer making the sale non-desirable, we shall not be held liable for any compensation of any kind against the supplier, which automatically benefits of a novation as to any claims for compensation from the end customer.

Representation

The liabilities of the company are in order only following their notification in writing. The representatives can’t engage without the company countersignature and can’t collect on behalf of the company. In no way the other party can avail itself of any appearance on their part to release itself of its own commitments.

Jurisdiction

All the business transactions between the parties, sales as purchase, is deemed irrefutably to be made in Liège, Belgium.

In case of dispute, the courts of the Liège district, Liège division, shall have exclusive jurisdiction, according to the Belgian law. Drafts shall not constitute a novation or a waiver of this jurisdiction clause.