



COMMERCIAL CONDITIONS OF COTRABEL BVBA

The hereunder mentioned conditions are valid for all the sales, unless other clear and written conditions have been accepted.

1. Quotations, orders en delivery times.

Prices given in our quotations are without engagement. Prices may at any time be subject to revision. Delivery times are indicative. We may not be held for responsible for any delay whatever. A delay cannot be the reason for any kind of compensations and for the interruption of the payment by the purchaser. We are keeping the right, even during the execution of the order, to request a payment guaranty from the purchaser. By refusal to do so, we are keeping the right to cancel the order partially or totally.

2. Transport.

The goods are sending on the risk and in the name of the purchaser.

3. Price, invoicing and payment of the invoices.

Invoices are payable in Ghent, net, without discount and 30 days after the date of invoice. Emission of bill of exchanges and other commercial papers does not change the rule. If the reception of the goods does not take place at the delivery, the invoice remains payable at the delivery date. If the payment is not settled on time after the delivery, interests and compensations will be put into account, even if the take over of the goods did not take place.

In the case of disagreement about invoices, these have to be sending back by registered letter within the following 8 days together with the motivation of the refusal; if not, any claim will be unsustainable.

By partial or total non-payment of the debt on the day of expiry, by legal way and without notice and no proof of default, the amount of the invoice will be increased by a yearly interest of 8% from the date of expiry.

By partial or total non-payment of the debt, without serious reasons, the balance of the debt, after vain proof of default, will be increased by 10% with a minimum of 50 Euro, even by recognition of a delay of respite.

4. Cancellation.

In the case of cancellation of the order by the purchaser, within the 24 hours of the order, we keep the right to claim a cancellation fee of 35% of the purchase amount. After this period the amount of compensation fee will vary between 50 and 80% of the purchase amount.

5. Right of ownership.

The delivered goods will be the ownership of the purchaser after the complete settlement of the due payment.

6. Liability.

We may not be held liable for eventual damages occurred during the use of our goods or the services.

7. Competence en applicable law.

In the case of a dispute or cancellation of an agreement with Cotrabel bvba, the sole competent court is the one of the head office of Cotrabel bvba. The Belgian Law is applicable.

8. Language.

Commercial conditions in other languages are only for information; the Dutch language is the sole legal applicable.



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General conditions: unless otherwise agreed in writing, the terms and conditions of Cotrabel bvba, listed on the backside, are applicable. The customer declares to be aware of them and accept them.