



General Terms & Conditions

Scope

These general terms and conditions apply to all our quotations, order confirmations, sales, deliveries and services. By accepting a quotation, issuing an order, accepting goods or accepting an invoice, the client explicitly agrees to these terms and conditions, unless an agreement in writing issued by Almeco exists that specifically details the deviations to these terms and conditions. The client also agrees to waive his own terms and conditions.

Order confirmation

Any quotation, catalogue or other information issued by Almeco is provisional and without engagement on the part of Almeco, unless explicitly stated otherwise. Almeco is bound by an order only after issuing a written confirmation of the acceptance of the order. In the absence of a written confirmation our invoice acts as this confirmation.

Prices

The prices are invoiced at day prices on the day of the delivery unless explicitly stated otherwise. By placing an order the client accepts that Almeco is entitled to change the agreed price if wages, social security contributions, the price of raw materials, foreign currency and so forth have increased from the date of the agreement. The client will be notified of these price increases in writing. These are binding.

Acceptance of goods

All goods sold by Almeco are delivered in our warehouse. Goods are accepted in our warehouse prior to the loading of the goods on the means of transportation. From this moment on, risks are transferred to the client. Loss and damages are on account of the client.

Force majeure

Delivery terms are only indicative. Delays cannot give rise to indemnities or partial or complete cancellation of the contract or order by the client. If the delivery is made impossible or is severely hampered, Almeco has the right to adjust the delivery to the circumstances or cancel the agreement. The client explicitly waives his right to compensation.

Warranty

The warranty is limited to the warranty given by the manufacturer of the product. The warranty is further limited by the following restrictions.

The deliveries are covered under warranty for a maximum of 1 year, starting from the delivery date. If the goods are used for more than 8 hours per day, the warranty is limited to a maximum of 6 months.

Visible defects are not covered under the warranty from the moment the goods are accepted in our warehouse. Invisible defects are covered under warranty only if a valid protest is lodged with Almeco within 8 days of discovering the invisible defects.

Our warranty is limited to the replacement by equal goods or parts. Our client is responsible for all costs regarding transportation, insurance and assembly.

Complaints must be lodged in writing.

The goods will not be covered under warranty if the maintenance guidelines are not adhered to, if the goods are used in an inappropriate manner, or if the client modified the goods without our explicit written consent.

Property

The goods remain the property of Almeco up until the complete payment and settlement of all obligations emanating from the sale agreement. The client is not allowed to transfer the goods to a third party before the payment of the goods has been completely settled without our explicit written consent.

If the invoice has not been paid on the due date, the agreement will be regarded as dissolved by law and without prior formal notice. A registered letter will suffice.

Complaints

Bills of lading, delivery notes, ... will be considered accurate if complaints are not registered immediately after delivery in our warehouse. All other complaints need to be received in writing within 10 days of receipt of the goods to be considered valid. Complaints do not grant the client the right to postpone payments.

Payment

All our prices are quoted without VAT and other government taxes. Each invoice is net payable (30 days after the date of the emission of the invoice) to our registered office unless Almeco has explicitly stated otherwise in writing. Drawing a bill does not change this. Each delay in payment will oblige the client, after formal notice, to pay a conventional interest of 10% per year. This will not affect any indemnities. The interest will be calculated on a monthly basis. Each month that has started will be counted as a complete month.

In case the invoice has not been paid on the due date, the client will owe, after formal notice, a conventional surcharge of 12% of the invoiced amount (with a minimum of 62.00 € and a maximum of 1860.00 €). This surcharge is used to cover costs regarding administration, credit management, unavailability of capital, ... This surcharge is still owed, even if the late invoice has been paid in full.

In case of non-payment of an invoice on its due date, all debits will become claimable. All deliveries will be halted until the complete debt has been settled.

Applicable law

All disputes regarding a sale agreement are subject to Belgian law. Only the courts of our registered office are competent to hear these disputes. Only Almeco can deviate from this arrangement.

Almeco SA