

GENERAL SALES CONDITIONS:

All sales, supplies and other services, shall be governed by the following conditions.

Any deviations of the customer shall be applicable only if we have given our express written consent.

ANY SIDE AGREEMENT / DOCUMENTATION:

- shall be effective only when confirmed by efora bvba in writing.
- manufacture data-sheet is applicable.
- the manufacture reserves the right of any technical modifications.

PRICES:

- are ex-works, ex-VAT and excl. other taxes.
- offered prices are valid for max. 30 days net.
- currency: usd (\$) or euro (€).
- We shall be entitled to charge an increase of cost with respect to additional cost of:
material, energy, transport, currency and labour in our final invoice prices.

DELIVERIES DATES AND PERIODS:

- shall be agreed upon expressly and in writing in order to be binding.
- any specific events beyond our responsibility in case of force-majeure,
we shall be entitled to delay the deliveries or service for the period of such obstruction or withdraw from the contract, either in whole or in part.

INVOICES:

- invoices are payable within 30 days net (invoice date + 30 days) and without any deduction.
- unpaid invoices after 30 days net:
 - will be increased with at rate of 1.5% per month.
 - add. single charge of 10% is also applicable on the total amount of all outstanding invoices.
(ref.: Art. 1226 of the Belgian civil law).
- All delivered parts remain the property of efora bvba until full payment of all outstanding invoices is done
- There is no product guarantee, for non-payment or incomplete payment (of one or more partial invoices).
- Product warranty starts only if all outstanding invoices have been paid.

ADVANCED PAYMENT:

- applicable by first order and /or shipment
- for NCNR (not cancelable and not returnable goods or items)

- customer specific products
- and when the Invoice value is: < 250 € (euro) | < 350 \$ (usd)

DEFECT TIME-NOTIFICATION [DELIVERIES / PRODUCTS]:

- Deliveries: within a period of 2 days after receipt of the parts otherwise the goods shall be deemed to have been approved of.
- Products: see manufacture's sales conditions.

WARRANTY OVER TIME:

- For product manufacture: (warranty) see, their sales- and product conditions.

DISPATCH, PASSING OF RISK:

- The parts are dispatched by us without insurance.
- The goods can only be shipped with transport insurance at the request of the customer and this after mutual agreement about the carrier and costs
- efora bvba reserves the right of choosing the way and the means of transportation.
- It is excluded to return any of the ordered goods.

APPLICABLE LAW:

- All legal relation between the customer and efora bvba shall exclusively governed by the laws of Belgium.
- The competent courts at the seat at the company efora bvba (Tongeren) shall have exclusive jurisdiction for all disputes.

NOTE:

- GENERAL SALES CONDITIONS are available (on request) in different other languages too.
 - all goods must be stored and processed in accordance with craftsmanship of today and current knowledge - in case of negligence - the customer is responsible. (ditto costs).
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