

GENERAL SALES CONDITIONS

QUOTATIONS

1. Quotations are drawn up without obligation and may be adapted at any time should a change occur in material costs, salaries, social charges or any another factor influencing the price.
2. Prices are drawn up according to the data stipulated in the quotation request. Unforeseen works or difficulties will result in a price modification.
3. The delivery and execution deadlines are only indicated approximately.
4. The prices indicated may not be submitted to a third party without our consent.

ORDERS

5. All conditions contrary to our general and particular sales conditions are invalid and will be considered inconsistent.
6. Orders are only binding after they have been approved by us in writing and subject to acceptance by our credit insurance company.
7. The agreement should have been concluded at our head office.

DELIVERY AND/OR EXECUTION

8. In the event of cancelling a complete order, the buyer is obliged to pay a compensation of 20 % on the final price or a proportional share of this price in case of partial cancellation. We are entitled to claim full compensation when the nature of the order at the stage reached in the execution thereof so justifies.
9. The access roads must be sufficiently paved and easily passable up to the entrance of the building, irrespective of the weather conditions.
10. The installation and facilities at the site shall fully comply with the respective legal regulations.
11. Before the beginning of the works, the building must be fully glazed and adequately protected against moisture, fluctuations in temperature and wind. Any heating costs incurred to achieve a minimum indoor temperature of 10°C, are at the buyer's expense.
12. During the execution of the works, our buyer shall provide in vertical transport with a platform hoist, electrical current (220 V – 20 Ampere) and a skip.
13. A sufficiently large lockable room shall be put at our disposal to store materials and equipment.
14. Any costs resulting from theft, loss or damage at the site will be at the buyer's expense.

DATE OF EXECUTION

15. The execution date indicated upon the placing of the order shall be respected to the best of our ability, taking into account our suppliers delivery dates and the period necessary for a custom-made fabrication. All goods delivered by Inter-Systems nv will remain their property until the date that they have been fully paid.
16. Should the state of the site not allow to start the works on the scheduled initial date, the lost working and travelling costs will be charged.

The same rule applies when we cannot execute our work properly due to impediments from other companies. You can only appeal to the competence of the Belgian Court providing that you will have your co-contractant initial your general sales conditions as part of your order.

17. In case of any schedule alteration, the execution of other works planned by us will take priority over the current contracting.
18. Should the works have to be postponed with more than 3 months, we are entitled to adapt our prices according to the revision formula stipulated under point 19, even if a fixed price was agreed in the contract.

PRICES AND INVOICING

19. Unless otherwise agreed, the prices shall be revised on the basis of to the following formula: $p=P(0,40*s/S + 0,40*i/I + i/I + 0,20)$
where P = the amount of the statement made up on basis of the contract.
s = the average hourly wage applicable on the initial date of the respective period stipulated in the progress report, increased with the percentage of social charges and insurance premiums.
S = the same average hourly wage on the date on which the contract was concluded.
i = the index figure calculated on basis of the major building and raw materials that are processed each year on the domestic builder's merchant, taking into account the calendar month that precedes the initial date of the respective period stipulated in the progress report.
I = the same index figure with reference to the calendar month preceding the month in which the contract was concluded.
20. All works performed or materials supplied, even partially, shall be invoiced monthly. The final statement shall be prepared when the works have been completed.
21. Notwithstanding common law, all additional works performed shall be invoiced, even in case of a verbal agreement.
22. Any complaints with respect to invoicing must be submitted in written within 10 days of the date of invoicing.

PAYMENTS

23. Invoices are payable in Genk, immediately and without discount, unless otherwise agreed in written.
24. In the event of non-payment upon the due date, the invoice amount shall be increased with 10 % by right and without prior formal notice of default, with a minimum of 75,00 euro as flat-rate compensation, without prejudice to the interest on arrears.
25. In the event of non-payment upon maturity, a yearly interest on arrears of 10 % is due by right and without formal notice of default.

26. In the event of late payment, we reserve the right to suspend all further deliveries or works, to recover all unpaid materials and to require an immediate payment of all other claims. In such case, any payment deadlines shall expire by right.

27. Any minor defects do not entitle the principal to withhold major payments.

RESOLUTORY CONDITIONS OR DISPUTES

28. In the event of death, bankruptcy, application for composition or suspension of payments on behalf of the principal, we shall be entitled by right to consider the contract as breached to the detriment of the principal.

29. All disputes which may arise shall be settled by the courts of law of the legal district of Tongres. Drawing bills of exchange does not affect this.