

TERMS AND CONDITIONS OF SALE since 09/05/2018

Article 1

All our deliveries are submitted to the terms and conditions of sale described hereafter. Every derogation from them must be agreed upon by writing and accepted explicitly by N.V. VABO. By making an agreement the buyer recognizes that he knows and accepts these terms and conditions.

Article 2

All our offers are free of engagement. As for their prices and terms, they bind us only for the duration mentioned on the offer. Our prices are always fixed on the base of the current cost prices. When the prices of the materials and/ or the wages go up, N.V. VABO is allowed to adapt the selling prices to these new circumstances. The term of delivery mentioned on the offer or the confirmation of order is given only by way of information and on no account binds our firm. Consequently the exceeding of it can be no valid reason at all for the buyer to take the right to cancel the order and to claim damages from our firm.

Article 3

All undertakings made by our representatives or other intermediaries are valid only if they are confirmed by writing by our firm. Our representatives or agents are not entitled to cash invoices unless they are authorized expressly and by writing to do so.

Article 4

Unless mentioned otherwise, our invoices are payable cash - net and without discount - at the head office of the company. The use of bills of exchange or receipts can't bring about any derogation from the terms of payment. Every invoice that hasn't been paid on the date of maturity will be increased, ipso jure and without previous formal notice (according to art. 1153 of the Code of civil law), by the conventional interest of 12%. These interests are due at a simple request, and the fact that they weren't claimed before, doesn't imply any reneging. Moreover the amount of the invoice will be increased by a lump indemnity of 10% with a minimum amount of 125 Euro. There will not in the least be derogated from article 1254 of the Code of civil law, so that payments will be subtracted preferentially from expired interests and the lump indemnity. Every protestation against the contents of an invoice or against the performance of the agreement has to be brought to our notice, under penalty of loss, by registered letter within 8 days from the date of invoice. In the absence of a legally valid and timely protestation, the invoice will be considered definitely accepted.

Article 5

If the buyer fails to fulfill his obligations, the seller reserves the right to pursue in court the rescission of the contract and the payment of an indemnity for breach of contract, which will be fixed by contract at 35% of the amount of the due purchase price. The seller expressly reserves the right to cancel the drawn up sale contracts in case it is impossible to him, due to circumstances beyond his control, to deliver the goods. He also reserves the right to cancel the agreement without previous formal notice when objective elements show that the financial situation of the contract partner has deteriorated. Under objective elements must be understood among others the publication in the Belgian law gazette of deeds of protest, a summons to appear before a court and all seizures for security and distresses, and also every fact of whichever nature that allows to suppose a clear deterioration of the financial situation of the contract partner.

Article 6

The goods stay our property until full payment. We have the right to take again possession of the goods immediately after having sent a formal notice to the buyer.

Article 7

Possible damages to or noticeable defects on delivered goods are covered by taking possession of the goods, unless the buyer brings his complaints to our notice by a registered letter within 24 hours from the delivery. The goods, even when dispatched free, always travel at the consignee's risk. Under no circumstance the responsibility of N.V. VABO can be involved for goods that are delivered directly to the customer by the manufacturer or the head dealer and for which consequently N.V. VABO acted only as an intermediary.

Article 8

Every dispute or claim arising from the present agreement, whether it concerns its legal validity, interpretation, fulfillment or rescission, will be submitted exclusively to the competence of the Courts of HASSELT. Regardless of the country where the agreement is to be performed, Belgian law will always apply to the present agreement and only Belgian Courts will be competent to deal with any dispute about it, this in accordance with article 17 of the European Performance Convention.

Article 9: Processing of personal data

VABO respects the privacy of the customer in the processing and use of your personal data in accordance with the provisions of the general data protection regulation and the General Data Protection Regulation (GDPR), of 4 May 2016. At your request, at all times your personal data will be removed from our data files insofar as the current legislation permits. This request must be made in writing to info@vabo.be or by mail to the head office of the company.

Article 10: webshop

There is a statutory withdrawal period of 14 days for the webshop. This does not apply for custom or specially ordered items. The webshop will indicate if this exception applies.

Consumers have the option to file a complaint with the Belgian Consumer Ombudsman Service or the European Online Dispute Resolution platform. This with a view to an amicable settlement.