

GENERAL TERMS AND CONDITIONS TREVI N.V./S.A.

1. Simply by the actual placing of an order, the buyer accepts all the terms and conditions set out below.
If the customer's own general terms and conditions contain clauses that may deviate from these, the terms and conditions of the seller always take precedence.

2. Price
The price is the one indicated on the quotation, unless the seller is obliged to adapt it in line with developments in their fixed and/or variable costs further to modifications in the structure of these costs (raw materials, wages, energy, etc.). Any price review will be implemented in accordance with the legally permitted standards. In this case, the new price is the one indicated on the front of the invoice.

Prices are given net, ex-works, without packaging.

All taxes, import duties, levies and stamps of any kind to which the contract and its fulfilment are subject are borne by the buyer.

3. Delivery period
The delivery period commences as of payment of the contractually agreed advance.

The delivery periods indicated are given for information purposes only and are therefore not binding.

4. Delivery
Delivery is made at the agreed location. If no location of delivery is agreed, then delivery is made ex-works.

The buyer should check the goods immediately upon delivery. No further complaints will be accepted after delivery or handling of the goods.

Hidden defects may only give rise to compensation if they are detected with due rapidity and reported within five days.

The seller does not accept any returned goods without prior authorisation. If goods are authorised for return, then they will be returned postage paid to the address of the seller.

Should a complaint concerning the quality of the goods be admissible and founded, then the obligations of the seller cover only the replacement, free of charge, of the defective item, and the seller may not be asked for additional compensation in any form whatsoever. The seller is only responsible for consequential damage, to the extent that the buyer demonstrates that this is the consequence of a serious error, in which case the liability of the seller is limited to € 6,000.

The repair or replacement of components during the guarantee period does not, under any circumstances, extend the guarantee.

Returned goods and complaints do not under any circumstances suspend the claimability of the amounts owed.

The guarantee lapses as soon as the buyer carries out or has carried out any repairs or modifications without the prior consent of the seller.

Should the assignment undertaken by the seller involve providing an advice, the proposed results will be purely indicative and the seller only enters into a best-efforts undertaking.

5. Intellectual ownership

All documents which the seller provides to the buyer, including quotations and preparatory studies, are strictly confidential and may not be disclosed by the buyer to third parties, except for the explicit, written consent of the seller.

The data provided by the seller remain the intellectual property of the seller and may only be used by the buyer within the context of the sales agreement. If they are used outside this context, or disclosed to third parties, then the buyer will be liable, ipso jure, for compensation at least equal to the price indicated in the quotation, unless the seller can prove a larger damage.

6. Reference list

The seller reserves the right to mention projects carried out on behalf of their customers in their advertising as references, unless the customer has indicated in writing beforehand that they do not agree with this.

7. Transport

The goods are transported at the risk of the buyer, even if the sale is made all costs paid, or the goods are delivered by an in-house delivery service. If the seller enters into a contract with the haulier, this is done solely as an agent of the buyer. In the event of loss, damage, etc., the buyer will only be able to contact the haulier or responsible third party, without any intervention by the seller.

8. Reservation of ownership

The seller reserves ownership of the items delivered until their claims upon the buyer, in any respect whatsoever, are settled in full. The buyer undertakes to inform the seller immediately in the event that goods are attached at their expenses or in their hands.

Any partial or total alienation of the goods by the buyer, contrary to the right of ownership of the seller, constitutes a breach of confidence as stipulated in Article 491 of the Penal Code.

9. Express resolute condition

The seller is entitled to consider the agreement cancelled, without prior formal notice and without any intervention by the courts, in the following cases: in the event of non-payment of the advance; should the seller be declared bankrupt, enter into composition or go into liquidation; if the goods sold are attached in respect of the buyer; should the buyer fail to fulfil his obligations by the due date; in case everything seems to indicate that the buyer will not fulfil his obligations.

In this case, in addition to the dissolution of the agreement, compensation will be payable equal to at least 30% of the invoice amount, to be raised with any damage caused to the goods.

The same compensation is payable by the buyer if they wish to cancel the purchase. This cancellation will, however, only be valid if it is announced in writing and accepted by the seller.

If the buyer is in arrears in terms of the fulfilment of their payment obligations and we have requested payment by registered mail, we may opt, in a further letter sent by registered mail, to take back the goods that have been delivered to and are still in the possession of the buyer, in which case the original sales agreement is automatically cancelled.

In this case, the buyer remains liable for the fully invoiced price, raised with interest and compensation for late payment, but we will credit the buyer for the value of the goods taken back, after deduction of the costs of dismantling and all costs incurred by taking back the goods, bearing in mind the loss suffered by taking back the goods and the reduction in value due to wear and tear and technical depreciation. Depreciation is calculated on the basis of 20% for the first year and 10% for each year thereafter. In the event of abnormal or partial wear and tear, the amount to be credited will be reduced by the abnormal depreciation observed. If the buyer is informed of the option to take back the goods pursuant to this clause, the latter may not prevent us from taking back the goods immediately.

10. Payment

Invoices are payable immediately, all costs being borne by the buyer, at the registered office of the seller, unless expressly agreed otherwise in writing. The issue of bills of exchange and receipts does not imply novation.

Should an invoice remain unpaid on the due date, the amount invoiced will be increased, ipso jure and without prior formal notice, by an interest of 1% per month.

In the event of entire or partial non-payment of the amount payable on the due date, without serious reason, after unfruitful attempts of formal notice, the amount payable will be increased by 15%, with a minimum of € 50 and a maximum of € 2000, even if terms of respite are granted.

11. Competent court

All quotations and agreements from the seller are subject to Belgian law. Should a dispute arise, the court of the registered office of the seller has sole jurisdiction. However, the seller reserves the right, as plaintiff, to bring the case before the court of the registered office of the defendant.