



MISHALLE N.V.
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GENERAL CONDITIONS

PERIOD

The periods of production and supply are approaching and not binding. The usual toleration own to the nature of the specific activities of MISHALLE is taken into account. There can't be required any compensation for delay of supply if nothing about that has been explicitly agreed.

If a delay in the supply is occurred, the customer can't under no circumstances cancel an order or refuse to take the ordered material in reception. The strikes, discontinuances, either in the transport of the goods, or in the supply of the electric flow, the absence to supply because of the suppliers of the raw materials and any other accident and any prevention on account of an act of supremacy, grant MISHALLE the right either to cancel the order or, either to consider as raised the delivery deadlines, and free MISHALLE of all responsibility.

PRICE

The prices are always for goods sold in the workshops of MISHALLE and irrespective of the supply modalities. The prices are always exclusive taxes the public authorities could levy. The prices have been based on the current rates of the raw materials, of the labor level and of the transport costs. So far they become modified, MISHALLE preserves itself the right to modify the prices accordingly.

PAYMENT

Independent the conditions of delivery or payment agreed, the invoices are always in Antwerp payable.

In case of non payment of an invoice on the agreed date, each other amount becomes payable without any further delay, and MISHALLE has the right, by law and without any declaration in dun and default, to stop or cancel, suspend and/or require the immediate payment of the current orders.

The determination of any lack in the supply modifies nothing to these conditions.

Each amount chargeable and not paid on the payment day produces interests to the interest rate as foreseen the Law on Combating Late Payment in Commercial Transactions, by law and without any declaration in dun and default or summation, and exclusively on account of the fact that the fixed decline day is exceeded.

Also the chargeable sum by law and without any declaration in dun and default, becomes increased with a fixed amount of 10%, with a minimum of € 750.00, as title of damage for extrajudicial covering costs and contractual damage, notwithstanding other relevant covering costs.

RESERVATION OF PROPERTY

It is explicitly agreed that the sold goods will remain the excluding property of MISHALLE as long as the customer will not entirely have paid the complete price (principal sum, costs and interests).

RISKS

The supply happens in the premises of MISHALLE, subject to otherwise written conditions. As from the moment that the goods leave the workshop of MISHALLE, the preservation and the transport occurs for costs and risk of the customer, even if they are send "franco". Each requirement to indemnity on account of damage or of lack aimed to be served to the carrier.

RESPONSIBILITY

The responsibility for hidden lacks of the goods is limited to replace of the pieces which will become sent back to MISHALLE; no other and further compensation will be possible. We accept no responsibility for the accidents resulting from the application of the products which we will have provided, at consequence to some hidden lack. Our liability has been restricted at all times to the value of the provided good that will have caused damage.

COMPLAINTS

Absolutely no complaint can become accepted unless submitted in writing within the eight days next on the arrival of the material at the customer. Hidden lacks must be communicated within short period after the discovery of it.

Each consignment, without agreement of MISHALLE, will be refused.

MODIFICATIONS

The weights, dimensions and descriptions as well as the details of the drawings and photos in the catalogues attentive or joined at the tenders, are given at title of approaching name and information and link MISHALLE by no means.

RESERVATION

The tenders of MISHALLE are without obligation and forms simple names which can be always modified by MISHALLE. MISHALLE is only bound by a written acceptance of the order.

DISPUTES

In case of proceedings only the courts of the social seat of MISHALLE are competent, nevertheless the place of the supply. Exclusively Belgian law shall apply.

OBSERVATION

Present conditions are integral part of the agreement, to the exclusion of its own conditions of the customer. There can be deviated only in writing from. These general sale conditions apply only between traders, at trade operations that lead to providing goods or supplying services within the framework of a self-employed person professional or economic activity.