



GENERAL SALES, DELIVERY AND PAYMENT TERMS AND CONDITIONS 2022

1. Except special conditions, stated on the front of the invoice or the order form and signed for agreement by the customer, only and at the exclusion of all others, the conditions apply which are stated below.
2. The specifications and price quotations are based on current values of wages, goods, products, materials, products and services as well as their numbers, standards, qualities, quantities, packaging, guarantees etc. If these changes are made, we reserve the right to adjust prices in a proportionate way. Validity of the offers are valid for a maximum of 7 days unless expressly agreed in writing and otherwise. Amitec BVBA also has the right to change / supplement these general conditions at any given moment and for every order.
3. The delivery terms are only provided by way of information and do not bind the seller. Delay in delivery does not give right to compensation or dissolution of the agreement unless expressly agreed in writing with the customer.
4. Complaints regarding the delivery must reach us within eight days after delivery and in any case for the use or the resale of the goods.
5. Complaints concerning the delivery must be reached within eight days after delivery and in the event of the resale of the goods.
6. All invoices are payable in cash at the first order (new customer) and subsequent invoices according to the invoice date unless otherwise stipulated.
7. In the event of non-payment of the full price or partial price on the due date, the outstanding right, without any notice of default being required, is increased by an annual interest rate of 12% and a lump-sum compensation of 10% with a minimum of 250 €. Each standard payment makes all outstanding invoices due and entitles the seller, after notification of default, to cancel future deliveries or to terminate the agreement, without prejudice to the right to compensation.
8. In case of orders accepted by our representative, these are only binding after our written order confirmation (by email) and is explicitly accepted. Cancellation of the order is not possible, unless after prior written (email) agreement. All amounts are exclusive of VAT.
9. In the event of cancellation of the order, the buyer shall also owe a lump sum compensation amounting to 30% of the value of the order, with the same minimum of € 250 and this subject to the express provision of the possibility of claiming higher damages.
10. As long as the delivered goods, products, etc. have not been paid, they remain the property of Amitec BVBA until full payment of principal, costs and interest. However, the risk passes to the buyer from the contract conclusion and / or sale.
11. Every non-payment entails the claim ability of the outstanding invoices and gives the seller the right, after notice of default, to suspend any future deliveries or to dissolve the agreement, without prejudice to the right to compensation.
12. If the buyer does not pick up the goods on the date communicated to him, we reserve the right to consider the agreement as terminated after expiry of a term of eight days, without prior notice of default. The storage of the goods awaiting delivery or collection is at the expense and risk of the buyer. The seller is also authorized to sell the goods, products and / or services to other parties or otherwise to pay the full sum of questions to keep these goods, products and / or services.
13. If we are unable to execute the agreement as a result of force majeure, strike, lock-out and suchlike, we reserve the right to terminate the agreement without any compensation being required.
14. We also reserve the right to consider the agreement to be dissolved by operation of law and without prior notice of default in the event of bankruptcy, manifest inability or any change to the legal status of the buyer.
15. Our indemnification obligation with respect to defects in the delivered goods and products does not extend beyond those of our suppliers.
16. Expenses associated with unpaid bills of exchange or checks as well as collection costs are not included in this flat-rate compensation and the buyer is charged separately.
17. If we commit ourselves to deliver products, goods, services, performances or materials for an order under € 4000, - excl. VAT, 20% must be paid at the signing of the quotation / order form, and the remaining 80 % of it according to the invoice date and / or after delivery of the goods, products and services unless explicitly agreed otherwise in another written agreement.
18. If we commit ourselves to deliver products, goods, services, performances or materials for an order above € 4000, - excl. VAT, 30% must be paid upon signing the offer / order form, and the remaining 70 % of it according to the invoice date and / or after delivery of the goods, products and services unless explicitly agreed otherwise in another written agreement.

19. In case of non-payment we reserve the right to stop further deliveries of products, goods, performances and services.
20. In the event of non-payment, we reserve the right to consider the agreement legally and without prior notice as being dissolved for the whole or the part not yet executed.
21. The goods, products and materials are shipped at the risk of the buyer. Transport costs, insurances, delivery costs, etc. are, unless otherwise specified, at the expense of the buyer.
22. The customer must ensure that the products, goods can be delivered by the seller in a normal way at the agreed place and time, and thus ensure, among other things, the accessibility of the delivery place. If this is not met, the customer is obliged to compensate the seller for all damage, including the waiting hours, storage costs and costs for the maintenance of the goods. If the customer refuses the goods, products and / or services (unfair), the seller is authorized to sell the goods, products and / or services to other parties without prejudice to any compensation.
23. The customer must check the delivered goods, products immediately, any shortcomings which are clear and fair, must be reported immediately or the customer notifies the seller within 7 calendar days of the existence by means of a registered letter with a detailed description of the shortcomings. If necessary, the products, goods etc. must be kept in the same original packaging as delivered. If this is not the case, any right to return will lapse by the seller.
24. After this period, the seller is only liable for hidden defects that make the goods, products and / or services unusable for the intended purpose, in so far as the goods, products and / or services are not processed in any way and insofar as the seller knew or should have known about the shortcomings.
25. The seller is not obliged to any compensation whatsoever, which would be directly or indirectly the result of goods delivered or sold by us, except in case of serious error or intent. The seller's liability is in any case limited to the invoice value of the delivered goods, products and services. Under no circumstances can the seller be held liable for any indirect damage such as, but not limited to, loss of income, loss of contracts, capital costs, limitation of return or any other losses or consequential damages, both to the customer and to third parties. However, this limitation does not apply in case of death or personal injury of the customer as a result of acts or omissions by the seller.
26. Warranty, warranty claims, warranty notifications, DOAs, or any other form of warranty notification is valid for 1 year after the delivery of the goods to the customer. If a "claim" is reported within this period, it will be reviewed and handled in accordance with the general and legal provisions. Warranty will always be settled within the AMITEC group consisting of AMITEC BV, AMITEC INDUSTRIAL., LTD or AMITEC ELECTRONICS CO., LTD and its partners.
27. If one of the parties fails to fulfill its contractual obligations, the other party shall be entitled, after notice of default, to suspend or terminate the contract without judicial intervention if no useful action is taken within eight working days after the notice of default, without prejudice the right to compensation.
28. The parties acknowledge that the annulment of a clause in the agreement does not invalidate the entire agreement. In this case, the parties bound by the agreement commit to replace the invalid clause with a valid clause that is as close as possible to the original intention of the parties.
29. All our agreements are governed by Belgian law and also include all intellectual property rights. All disputes that arise within the framework of this agreement can only be submitted to the district courts of Antwerp.

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