

GENERAL TERMS OF SALE

NANNIC INTERNATIONAL BVBA

1. THE TERMS BELOW APPLY TO ALL OUR SALES

1.1. Unless we have accepted explicitly and in writing differently worded terms, the terms of sale below nullify and replace any terms of sale which may appear on order forms and/or other documents from those who order or buy from us. Placement of an order is conditional on acceptance by the customer of these terms of sale. Any deviating provisions, even if they occur in the general terms or conditions employed by the client, or are referred to by the client in any document, are not binding on NANNIC INT. Consent for any deviations from our terms may only be given by us in writing and explicitly.

2. QUOTATIONS / ORDERS / CONFIRMATIONS OF ORDER

2.1. Unless otherwise specified by NANNIC INT, quotations are completely without obligation and subject to sale or sufficient stock. Unless otherwise stated, our quotations are valid for one month. The quotations are always made without mention of the statutory taxes and duties, which are always at the expense of the customer.
2.2. Orders are binding on the customer, notwithstanding differently worded stipulations.
2.3. The agreed terms of delivery are given for information only and are not binding on us. If we do not fulfil these terms of delivery, this cannot give rise to annulment of the agreement or to any fine or indemnification.
2.4. If NANNIC INT, as a result of acts or terrorism, vandalism, war, disaster, force majeure, strike, lock-out or any other cause, is also unable to implement the agreement, it reserves the right to terminate this agreement without it being possible for compensation to be claimed. The customer does not thereby obtain any right to compensation or annulment of the agreement.
2.5. NANNIC INT reserves the right to regard the agreement legally and without prior formal notice as annulled in the event of bankruptcy, insolvency or any other change in the legal status of the co-contractor.

3. PRICES

3.1. The price will be that in force at the time of delivery. The prices specified by NANNIC INT include loading costs and exclude value-added tax calculated and stated as such either ex-warehouse or free at purchaser's warehouse within the Benelux countries, provided that the latter location can be reached without difficulty and without extra costs by the mode of transport.

4. TRANSPORT

4.1. In the case of free delivery, the agreed price includes the price of carriage, unless otherwise specified.
4.2. In the case of delivery free at warehouse, the carriage costs to be paid by us will be passed on by NANNIC INT to the client.
4.3. In both delivery free and ex-warehouse, transport of what has been delivered by NANNIC INT takes place at the client's risk.
4.4. NANNIC INT is free in its choice of mode of transport in the case of sale free ex-warehouse, and in the choice of route. NANNIC INT cannot be held liable for any ensuing damage.

5. COSTS OF DELIVERY, RETURN AND INSTALLATION

5.1. Unless otherwise stated, delivery, return and installation are at the customer's expense.
5.2. The customer is responsible for unloading the delivered goods.
5.3. The purchased goods are regarded as being in compliance with the EEC directives and consequently accepted by the purchaser, before they depart from our warehouses. If the purchaser intends the goods for a location where the EEC directives are not applicable, he should notify NANNIC INT accordingly in good time and, in addition, prior to signing of contract, should inform NANNIC INT fully about the legislation or regulations in general applicable there.
5.4. All complaints with regard to the sold goods and products must be submitted in writing to NANNIC INT within 8 days after delivery. After this deadline has expired, without written complaint, the delivery will be regarded as finally accepted.

6. WARRANTY

6.1. The products delivered by NANNIC INT are only guaranteed by the manufacturer against hidden defects, for a period of 6 months, following delivery or the time at which they should be collected from our warehouses.
6.2. Any complaints should, on penalty of expiry, be presented within the time limit specified in clause 5.4 by registered letter.
6.3. In the event that the warranty is applicable, the obligations of NANNIC INT will be limited to the repair or replacement of the defective component or product. Defective components or products can be returned to NANNIC INT at any time following prior written consent. The replaced products or components will become the property of NANNIC INT.
6.4. Compliance with these warranty obligations applies as sole compensation. NANNIC INT is not obliged to comply with any further or different compensation, in any form.
6.5. NANNIC INT is not liable for any guarantee, however named, if the client does not, does not properly or does not in a timely manner comply with any obligation which ensues for him from this agreement or from any other agreement associated with this agreement, nor if third parties, whether or not on behalf of the client, without our prior written consent have made any change to what has been delivered by us without prior written consent.

7. THE WARRANTY DOES NOT APPLY:

a) ... to defects or damage caused by an accident, non-compliance with the directions for use, use for purposes for which the products are not intended, use of inferior maintenance products and consumables.
b) ... to interventions which form a normal object of maintenance activities.
c) ... to products or components the useful life of which is shorter than the guarantee period.
d) ... in the event that the products are not kept or maintained according to the manufacturer's instructions.
e) ... to visible defects from first use of the products.
f) ... to the electronic components and motors of the appliances.
g) ... if the customer has failed to meet his payment undertaking.

8. LIMITATION OF LIABILITY

8.1. The liability of NANNIC INT is limited to repair or replacement of the products or defective components and in any case to not more than the warranty provided.
8.2. NANNIC INT cannot in any respect be held liable for any indirect harm, including loss of use or profit.
8.3. The liability of NANNIC INT will in each case be limited to not more than twice the sale price of the product that has caused the harm, whatever the cause, the nature or the object of the claim is which is sufficient to threaten the liability of NANNIC INT.
8.4. In view of the diversity of the products to be used or consumed and their complexity, it is impossible for NANNIC INT to guarantee the result to be obtained. NANNIC INT guarantees only the uniformity or conformity of the products.
8.5. The liability of NANNIC INT is also excluded for all harm caused by delivered or sold products to persons or goods. Defects which were or are hidden to NANNIC INT will not give rise to liability and will not justify any claim for compensation.
8.6. Nor is NANNIC INT liable for compensation, except in the case of intent, for costs, harm or interest arising from acts or omissions of appointed persons or persons in general who through NANNIC INT endeavour to implement the agreement, nor for exceeding of the delivery period.

9. RESERVATION OF OWNERSHIP

9.1. Right of ownership of the delivered appliances and products passes to the customer only after payment of the sales price in full. In the event of payment not being made on time, these appliances and products may be claimed back by the seller. The client is not entitled, for as long as these have not been paid for, to transfer goods to third parties on any basis, or to encumber these in any way.

10. PAYMENT

10.1. All our invoices are payable in cash, net without deduction, irrespective of the way in which payment is made and even if NANNIC INT were to draw bills of exchange or were to have collection made through the bank and other institutions, including in the case of assignment of the claim to third parties.
10.2. All costs of collection and objection for an accepted or non-accepted bill of exchange are borne by the customer. The offering of bills of exchange does not alter the place of payment, in the drawing of a bill of exchange NANNIC INT furthermore does not relinquish any of the aforementioned rights, and the drawing of a bill of exchange is never applicable as renewal of debt.
10.3. All complaints regarding the content of the invoices must be submitted to NANNIC INT in writing within eight days after the invoice date. After this time limit has expired, without a written complaint, all the special and general stipulations included in the invoice will be regarded as finally accepted.
10.4. The invoiced amounts legally and without prior notice of default being necessary will attract interest at 12% per annum from the date when the invoice is due. The payment should be made without any deduction or offsetting of debt to the account designated by NANNIC INT. In the event of non-payment of the invoiced amounts on the due date, a lump sum of 10% of the unpaid amounts will be legally due with a minimum of €150, in addition to the aforementioned interest. In addition, the legal costs will be borne by the purchaser-customer. If, after a written reminder, an account has not been settled within fourteen days, further orders may be suspended without warning and any further orders can be executed only after advance payment.
10.5. The courts of the ANTWERP district will have sole competence for all disputes. Local competence is determined, with regard to the Justice of the Peace, by the location of the registered office of NANNIC INT. This also applies if bills of exchange are drawn on the customer.

11. DISPUTES, APPLICABLE LAW

Belgian law is exclusively applicable to all agreements to which these terms are wholly or partially applicable.

12. DISSOLUTION

If the client does not, does not properly or does not in a timely manner fulfil the obligations ensuing from the agreement with NANNIC INT, and if it can be seriously doubted whether the client will fulfil his obligations, as well as, in accordance with clause 2.5, in the event of bankruptcy, insolvency, settlement, transfer of the whole or part of the business as a going concern or merger with another legal entity, even the granting to third parties of a pledge of the business as a going concern, NANNIC INT is entitled during a period of not more than six months to suspend fulfilment of its obligations or to proceed to termination of the agreement or to demand dissolution in law, without prejudice to the right to claim compensation and loss of profit. On the other hand, the client is not entitled to demand dissolution of the agreement.