

General terms and conditions of sale Antiques & Design nv

1. Offers

Our offers, quotation and price proposals shall never be binding, unless explicitly mentioned, nor shall the signed return of such. Offers, quotations and price proposals cause such documents to obtain a binding character either. The seller may, at all times, decide that he cannot deliver and/or install what is mentioned in such offers, quotations or price proposals and this until the date of the actual conclusion of the agreement. The price specified in the offers, quotations and price proposals is the price without VAT or design costs, and shall under no circumstances include the transport costs of the goods concerned. These costs are to be paid additionally by the buyer. The price specified in the offers, quotations and price proposals shall not include the installation costs either, unless this explicitly appears from the offer, quotation or price proposal. The offers and quotations shall be based on the drawings and measurements furnished by the possible buyer. The buyer must supply any such information as may be necessary. The seller shall under no circumstances be responsible, if incomplete, incorrect or misleading information is supplied to him. Any and all documents or designs delivered to a possible buyer, shall remain the seller's exclusive property. The buyer shall not be allowed to make use thereof, unless he is explicitly authorized in writing by the seller to do so.

2. Order

The order shall be a unilateral purchase promise and shall bind the customer having ordered the goods to buy and pay the goods specified in the order form, as well as to pay the contracted works.

3. Terms of delivery and term of execution of work / force majeure clause

The terms of delivery and the term required for executing the works are mentioned for information purposes only and they shall not be strictly binding on the seller, unless this has explicitly been agreed upon by and between the parties. The buyer shall under no circumstances invoke any recourse against the seller because of late delivery/installation. Should it have explicitly been agreed upon that the terms of delivery and execution have not been merely given for information purposes, but as having a binding character, and if the seller is temporarily prevented from meeting his obligations by force majeure (delivery and/or installation), such terms shall be suspended. Force majeure shall be understood as circumstances preventing the fulfilment of the obligation concerned, and which are not due to the seller. The buyer shall undertake to compensate the seller for any and all costs and losses resulting from the fact that the goods could not be delivered at the time specified. Should the seller have partially fulfilled his obligations when the force majeure arose, the seller shall be entitled to invoice such part separately, and the other party shall be obliged to settle such invoice as if it were a separate agreement. The seller shall be entitled to approach the buyer to recover the damage suffered and the profits lost as a result of the force majeure situation.

4. Place of delivery

The goods shall be delivered at the buyer's warehouses. If the buyer also ordered works to be executed, the ownership and risk transfer shall take place at the time of delivery of the materials on the buyer's premises and not at the time of delivery of the goods at the place where the execution works have to be carried out.

5. Execution of works

Should the agreement state that the seller has to execute works, the buyer shall take all necessary measures to make a proper execution of the work possible. The cost and charges of such mounting shall be borne by the buyer and are, therefore, not included in the purchase price of the material. The seller shall bear no responsibility regarding to the execution of the works, neither with regard to third parties, nor with regard to the buyer, unless a material breach of contract in the chief of the seller is sufficiently proven.

6. Warranty and liability

- Materials

The buyer must examine the items bought immediately upon their receipt. Such obligation to examine the goods upon their delivery shall also apply when the seller is ordered to proceed with the execution of mounting works. It is at the time of delivery that the buyer must check whether the goods are in conformity with what has been agreed upon as far as quality and quantity are concerned. Any complaints regarding visible defects must be mentioned by the buyer on the delivery form at the time of delivery and must be confirmed by an ordinary letter to the seller within three working days. If no complaints are stated on the delivery form, the goods shall be deemed to have been delivered in perfect condition. The seller shall not be responsible for any visible defects, noticeable to the buyer himself. The seller shall not be responsible either for hidden defects the seller is informed of by the buyer, even if the buyer is informed thereof immediately by registered letter. Should this exoneration clause be disputed and should the Court declare such dispute well-founded, even in such case no complaint because of hidden defects shall be accepted if notice is given more than 8 days after taking note thereof. Notice of the complaint must be given by registered letter in which the defects are specified in a limitative way. In addition, the buyer cannot complain about hidden defects, if such defects occur more than 12 months after the purchase, delivery or installation. The seller must intervene only in the warranty period in so far as the buyer has met all his obligations to pay and provided that no third party has intervened for repair, adjustment or modification of the materials. In addition, the buyer must take care of the proper maintenance of the materials. The seller shall under no circumstances warrant any defects arising from poor maintenance or normal wear and tear.

- Works executed

Should a problem threaten to arise regarding the quality of the works executed, the buyer shall inform the seller thereof immediately and no later than 8 days after the work referred was performed. Notice of the complaint must be given by registered letter in which the defects are specified in a limitative way. The buyer of custom-made work and installation works recognizes that as far as the descriptions, plans or sketches are concerned there may be some adaptation or differences, without it being possible that the seller's liability is affected as a result thereof. This also applies if the buyer supplies correct and complete information to the seller.

7. Transfer of ownership and retention of title / risk

Any and all materials delivered and, should the case arise, installed shall explicitly remain the seller's property, even if the materials have been installed, and this until full payment of all the amounts owed by the buyer. As long as the payment has not been made, the buyer shall not be entitled to move, pledge, encumber such goods or to establish a right thereon. In default of payment on the due date, the seller may claim the immediate return of the delivered and, should the case arise, the installed materials at first demand and by registered letter. Such return shall be at the buyer's risk and expense (transport, staff, etc.) Once the goods have been delivered, the buyer shall bear any and all loss and destruction risks. The buyer shall be obliged to insure the goods delivered under retention of title against fire and water damage and against theft and to submit the policy of such insurance for inspection. The risk shall also remain with the buyer if the seller takes the goods back from the buyer because of default of payment, and stores the same in his warehouse. Only when the agreement is dissolved by Court order or with the agreement of the parties, the risk shall pass onto the seller.

8. Payment

All invoices shall be payable within 7 days from the date of invoice and their payment shall be made into the bank account specified, unless explicitly stated otherwise. In the event of late payment, the buyer shall owe interests of default at the rate of 12% of the invoice amount ipso jure and without any prior notice of default, without prejudice to the judicial interests and the cost of the judicial proceedings. The buyer shall also owe fixed damages amounting to 10 % of the invoice amount. The buyer shall also owe the collection charges in accordance with section 6 of the Act of 02 August 2002 (the fight Against Payment Arrears in Business Transactions Act). In case of default of payment of an invoice, any and all current or additional orders and/or the performance of current or additional works may be refused, without prejudice to the seller's right to invoke the retention of title or to claim the dissolution of the agreement in Court. The non-payment of the invoice on its due date shall make any and all other invoices, even those which have not fallen due, immediately due and payable.

9. Dissolution

Should the buyer unilaterally cancel his order, the seller shall be entitled either to claim the fulfilment of the agreement or to have the agreement dissolved. The choice of one option or the other shall not be constructed as an abuse of rights. Should the seller opt to have the agreement dissolved, the buyer must indemnify the seller for the losses caused, inter alia to indemnify the loss of profits. The indemnification is fixed at 30 % of the purchase price / contract price and shall be due without the seller having to adduce any proof in respect thereof. The seller shall be free to show that he has suffered more losses.

10. Advertising

Should the agreement order the seller to execute works, the buyer shall allow the seller to place advertising boards at the part of the building to be altered at least during the period of such works.

11. Material

The seller shall take any and all precautions to deliver the sold or restored goods in a state of optimum dryness. The buyer recognizes wood as a natural product which is exposed to influences such as temperature, humidity, etc. The seller shall under no circumstances be liable to indemnify any damage caused to the goods as a result of such influences or a fault of care or abnormal use by the buyer or his customer (overheating, exposure to the sun, abnormal humidity etc)

12. Personal data

The customer gives Antiques & Design nv permission to include the provided personal data of the customer in a computer database. Antiques & Design nv hereby acts in accordance with the Belgian Act of 8 December 1992 on the processing of personal data and in accordance with the requirements in the regulation of the European Parliament and the European Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data. This data will be used with a view to running information or promotion campaigns in connection with the performance and/or services offered by Antiques & Design nv in the context of the contractual relationship between Antiques & Design nv and the customer. At all times the customer can request notification and correction of his data. If the customer no longer wishes to receive commercial information of Antiques & Design nv, the customer must notify Antiques & Design nv of this.

13. Secrecy

Antiques & Design nv declares to be bound to secrecy of all data related to the co-operation with the customer. Information, documents or other pieces entrusted to Antiques & Design nv in the context of this co-operation are and remain the customer's property, and shall therefore be treated confidentially.

Confidential information also includes:

- All information the customer shares with Antiques & Design nv in the context of the performance of the co-operation.
- All information that is collected from the campaigns which are the subject of the co-operation.

Antiques & Design nv therefore undertakes not to use, reproduce, or circulate the aforementioned information, directly or indirectly, orally or in writing, except to the customer.

Antiques & Design nv declares to take the necessary measures to prevent the circulation of the aforementioned information, except to its own staff members who need this information to perform the commission of Antiques & Design nv in the context of the subject of the co-operation with the customer

14. Governing law and jurisdiction

In the event of any disputes arising from the purchase agreement / contract agreement, only the laws of Belgium shall apply. The buyer and seller explicitly agree that any disputes will be submitted only to the Courts of the Judicial District of Antwerp, which they declare to be the only Courts having jurisdiction to hear any action instituted by the parties against each other.