



General terms of sale.

- 1.-In order to commit our firm every order must be confirmed in our office.
- 2.-We take all useful steps in order to respect the terms of delivery and we do not accept any penalty of delay.
- 3.-A delay in the delivery may not in any case lead to a cancellation of the order.
- 4.-The goods are dispatched at the own risk of the customer.
- 5.-In order to be valid any complaint must be made in writing to our firm, at the latest within the 5 days which follow the receipt of the goods.
- 6.- Failing express exception granted on our part, all our invoices must be paid within 30 calendar days of the date of invoice, without the customer being entitled to apply any reduction or discount.
- 7.-Payments are to be made into our bank account or at our place of business.
- 8.-Failing express exception on our part set down in an agreement, our agents or representatives are not authorised to collect payments on an invoice.
- 9.-Exchange rate risks are borne by the customer.
- 10.- In the event of failure to effect payment in full on an invoice within the aforementioned term, we shall be entitled automatically, without the need for formal notification, to charge, from the day following expiry of the aforementioned term, interest that shall be no lower than 12 percent on an annual basis.
- 11.-By failing to effect payment within the stated period the customer also acknowledges having committed a contractual fault and thereby causing damage to us. This damage, including collection costs, must be compensated for by the customer and this is calculated as follows:
 - to cover exceptional collection costs and extra administrative tasks, compensation is calculated equal to 10% of the balance outstanding and with a minimum of EUR 125.00 and a maximum of EUR 250.00, plus a lump sum of EUR 13.00 per summons plus any possible signing tax; if in addition we employ the services of third parties for the amicable collection of the amounts claimed by us, these costs shall also be charged to the customer.
 - if, moreover, we have to effect a collection by court order, the customer shall compensate us for all costs incurred by us for the collection by court order without this compensation being comparatively lower than that which would have applied in the case of applying the rate of sums that are deemed to be recoverable costs as a result of carrying out certain material acts, as laid down by the King in performance of Article 1022 of the Belgian Judicial Code.
- 12.-Acceptance of a bill of exchange can not in any way result in a replacement of or exception to the present terms of payment. Non-payment on the due date of any single invoice renders the outstanding balances on the other invoices, including those not yet due, automatically and immediately payable. In case of non-payment all discounts are cancelled, with retroactive effect, even those already granted, and as far back as six months inclusive prior to the failure to pay. Payments are always first offset against the interest payable in accordance with these conditions, subsequently against compensation and collection costs, and only then against the outstanding (balances on) invoices, first against the one that is longest outstanding, and this irrespective of any comment(s) or indication(s) made by the customer at the time of making payment(s).
- 13.-If in our opinion there is a deterioration in the creditworthiness of the customer on account of measures of judicial execution against the customer and/or other negative demonstrable events, we reserve the right to ask the customer to provide such guarantees as we may deem proper to ensure the full performance by the customer of his engagement under the contract. Such request may be made before or after delivery of all or part of any order. Should the customer fail to meet any reasonable demand for such guarantee, we shall have the right to cancel all or part of any contracts in operation.
14. **Until payment in full to us for the goods the goods shall remain our property.**

Notwithstanding the foregoing, the risk in the goods and all liability to third parties in respect thereof shall pass to the buyer on delivery.

The buyer shall be entitled to transform the goods or to incorporate them in a new product or products. In that case we reserve to ourself the legal and equitable title to the final product or products into which the goods are incorporated or mixed. The buyer shall store the final products separately and property of these products shall remain with us until full payment will have been made to us for the goods.

The buyer may sell the goods in the normal course of his business but on condition that the buyer, in a fiduciary capacity as bailee of the goods, and for so long as he has not fully discharged his debt to us, shall hold and pursue claims for the proceeds of their sale equal to the price of the goods for and on behalf of us. The buyer shall fully pursue such claims and if necessary shall recover the sums due by legal process. The buyer shall if so required by us, allow us to conduct in the buyer's name legal proceedings in respect of the monies due on the sale of the goods. Any sums recovered by us as a result of such proceedings (including sums accepted by us in settlement thereof whether or not equal to the sums claimed) shall be applied to the payment of the monies due to us from the buyer and then to the reasonable costs incurred by us in the course of such proceedings. Any balance remaining shall be paid to the buyer.

Prior to the sale of the goods, the buyer shall, so far as reasonably practicable, store the goods separately from similar goods of the buyer, mark the goods as our property and shall not remove, obliterate or in any manner alter any label, mark or other means we may have of identifying the goods.

- 15.-**The conditions of this contract shall not be modified in any way by the drawing or acceptance of a bill of exchange or by any other arrangement, nor shall any such act constitute a novation.
- 16.-**Disputes arising out of this contract shall be referred to the Court of Hasselt or, at our discretion, to the Courts having jurisdiction at the customer's domicile.
- 17.-** All materials must be delivered free of old coatings of paint, free of construction residue, grease and oil. If we have to process certain materials twice due to the presence of such contaminants, the customer will be notified in advance and charged double!!
- 18.-** Materials which become greasy during the manufacturing process must be degreased prior to blasting. The blasting process is never able to remove 100% of oil. Materials which are delivered with oil on them have no guarantee of adhesion of the paint!
- 19.-** All materials are invoiced according to the theoretical weights from our database. (8 kg.)
- 20.-** Thin materials of 2mm, 3mm, and 4mm thickness sometimes show deformations after blasting due to stress in the material. This deformation is exclusively the customer's risk. If during the production process we visually observe such deformation we will notify the customer so that he can decide not to continue with the processing if desired.
- 21.-** WE MUST BE NOTIFIED IN ADVANCE of deformation tolerances for thin materials!!!
- 22.-** Special requirements regarding blasting quality, surface roughness, coating thickness, type of paint, specifications, etc. must be MENTIONED CLEARLY on the order form!!
- 23.-** We must always be informed of requirements included in specifications by means of a copy of these requirements, PRIOR TO PROCESSING!!
- 24.-** If our customer himself paints over the materials or has this done elsewhere the complete painting system must be determined BEFORE blasting and applying a primer. Compatibility between the various coatings of paint must be determined IN ADVANCE in cooperation with the paint supplier(s).
- 25.-** Complaints concerning any special instructions of which we are not notified IN ADVANCE will NOT be accepted after processing!!
- 26.-** Quality control on materials supplied must take place on receipt of these materials!!! Painting over implies acceptance of responsibility for blasting quality and the primer coating.
- 27.-** Only blasted materials are to be transported dry, without exception. Please give your carrier clear instructions on this!!!
- 28.-** Inspection offices, paint manufacturers or the customer may carry out a quality control at any time. They must, however, be carried out DURING THE PROCESSING at our workshops in Pelt.
- 29.-** Complaints which we receive late, after the composition of the materials, can only give rise to compensation which is equal to the value of the processing carried out by Straalco Klein NV on the materials in question.
- 30.-**All materials must be stored in a dry environment in an air-conditioned workplace throughout the total working period. Without exception they must be repainted before being exposed to the open air or relative atmospheric humidity!
- 31.-** Subject to a written approval between Straalco Klein and its client, all materials which are not recovered 3 months after delivery in our workshops, will be turned into scrap.
- 32.** Complaints visible to the naked eye or easily measurable becomes unacceptable if any treatment has been performed on these concerning materials.
- 33. GDPR :** Privacy declaration consultable at www.straalco.be.