

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. The commercial relationship between the buyer and the seller - namely, NOLLENS NV, with registered office at Industriezone 5, B-9770 Kruisem, with company number 0432.247.836 - is subject solely to the conditions stipulated below. These automatically take precedence over the purchase conditions of the buyer. If any clause of this general terms and conditions becomes void or unenforceable by force or operation of law, the remaining clauses shall remain valid and enforceable.
2. The quotations/offers made by the seller remain valid for five days, unless stated otherwise. All orders placed through an intermediary are only valid after they have been confirmed in writing by the seller directly to the buyer.
3. The prices fluctuate with the prices of raw materials and are exclusive of VAT, taxes, removal and transport costs. The prices invoiced by the seller are inclusive of charges for packaging/empty containers. When the empty containers are collected by the seller during a subsequent delivery or are returned to the seller by the buyer, the seller will issue a credit note to the buyer for the returned empty containers. At the time of collecting the empty containers, the seller (in this case, a driver) must make a note of this on the receipt and the buyer (in this case, an employee) will sign to acknowledge this.
4. After the buyer has placed an order, the seller will respond within a short period of time to indicate whether or not it can accept this order, taking into account its own supply of raw materials. If the seller is unable to accept the order, it will inform the buyer of this, without the buyer being entitled to claim any compensation for this.
5. If the vendor cannot honor the agreement due to force majeure, even if the latter does not lead to permanent and/or full impossibility to execute, the vendor is entitled to annul the contract by simple written service to the buyer mentioning the reason for the unfeasibility of the contract. In this event, the buyer will under no circumstances be entitled to any indemnity. Are considered force majeure: natural circumstances, scarcity of raw materials or goods, restrictions on energy consumption, pandemics, seizure, shortage of means of transport, embargo, bird flu, inadequate supply of goods, etc.
6. The stated performance or delivery period are indicative. Exceeding the anticipated execution or delivery period will – except for bad intent of gross negligence by the vendor – under no circumstances be cause for termination of the purchase agreement. However, any delay in the execution that comes to the vendor's notice, will be communicated to the buyer at the earliest convenience, without the buyer being entitled to make a claim for damages against the vendor in this respect.
7. Complaints will only be accepted at the latest within one day after the delivery of the goods. Any complaint must be made in writing by registered letter and in case the buyer refuses the delivery of the goods, it must state the reason for its refusal in detail on the delivery order. If this reason is not considered to be a justifiable reason for refusal, the complaint will be considered non-existent and this will be notified by letter.
8. The invoices are payable 8 days after delivery of the goods.
9. Any amount unpaid at the due date, without prior proof of default, produce a legal interest equal to the interest rate provided in the Law of 2 August 2002 on the measures against arrears in business transactions, increases with a minimum of 8% per year. In the event of non-payment on the due date, the outstanding balance will - after serving notice upon the debtor - be increased by 15% of the invoice amount, with a minimum of € 100, by way of conventional and fixed indemnity, even if terms of respite are granted. This damage clause does not constitute compensation for possible legal collection charges. Non-payment of an invoice on the due date is cause for immediate claim of all outstanding invoices, expired or not, without consideration for previous terms of payment. Payments to intermediaries constitute a relief insofar as they are transferred to the vendor.
10. Disputes regarding invoices may only be submitted by registered letter and with substantiation within five working days of the date of issue.
11. Application for composition (amicable or judicial), suspension of payment – even if not established officially or any other fact or event indicating the buyer's insolvency will result in the immediate claim of the invoices related to the delivered goods.
12. The agreement is executed at the vendor's registered offices. This agreement is governed by Belgian law. Parties explicitly agree that the clauses of the Vienna Sales Convention of April 11, 1980, on international sales do not apply to their present and future relations. All discussions will be the exclusive competence of the Courts in the vendor's court district, except if the plaintiff prefers the competent Courts in accordance with article 624 of the PC (Ger. Wb).
13. GDPR: The buyer acknowledges that it has been informed and that it has agreed to the seller collecting and processing the personal/company data that it receives from the buyer for the performance of the agreement, customer management, purchases, accounting and direct marketing activities. The legal bases are the performance of the agreement, fulfilment of legal and regulatory obligations and/or legitimate interest. These personal data will only be passed on to processors, recipients and/or third parties insofar as this is necessary for the aforementioned processing purposes. The customer/supplier is responsible for ensuring the accuracy of the personal/company data that it provides to the seller and undertakes to comply with the General Data Protection Regulation in respect of the persons whose personal data it has transferred to the seller as well as in respect of any personal data that it may receive from the seller and/or its employees. The customer/supplier confirms that it has been duly informed about the processing of the personal data provided and about its rights of access, rectification, erasure and objection.
For more information, please see our Data Protection Notice, which can be found on our website: <https://nollens.be/data-protection-notice/>
14. LIABILITY AND INSURANCE: The parties expressly agree that any liability of NOLLENS NV for indirect loss or damage (including consequential loss or damage, loss of profits, lost savings, reduced goodwill, loss or damage due to business interruption, loss or damage incurred by third parties, impairment or loss of items or materials of third parties) is explicitly excluded in all cases. Contrary to the previous paragraph, NOLLENS NV is liable for compensation for loss or damage suffered by end users who are consumers, if the loss or damage is caused by a defective product as defined in European legislation on product liability and if this has led to, for example, the death of or injury to the end user, in which case NOLLENS NV cannot be held liable for loss or damage amounting to less than EUR 500 or the threshold amount determined at any time by law. Subject to the provisions of the previous paragraph, in the event that NOLLENS NV is obliged to pay compensation for direct loss or damage, this will never exceed the cover provided under the civil liability insurance. This cover amounts to a maximum of EUR 5,000,000 per loss event (and per insurance year in case of civil liability after delivery insurance and where a series of related events is considered as a single event); this will be reduced to EUR 100,000 for damage caused to goods entrusted to us. If the annual cover limit is reached or if no cover is provided, for whatever reason, by its insurance company the liability of Nollens NV is limited to the invoice amount, excluding VAT and costs. The customer is liable towards NOLLENS NV for loss or damage resulting from acts and/or omissions contrary to legal and/or contractual provisions, including these General Terms and Conditions. By accepting the General Terms and Conditions, the customer waives its right to recourse against NOLLENS NV for all loss or damage exceeding the insured amounts. All possible claims by the customer for compensation for loss or damage must be submitted via email at the latest within 10 working days after the day on which the customer has established or could reasonably have established the loss or damage or defect, under penalty of forfeiture of these claims. The limitation of liability in this Article also applies with respect to third parties engaged by NOLLENS NV for the performance of the agreement, as well as with respect to persons for whom NOLLENS NV is liable. The limitations mentioned in this Article will lapse if and insofar as the loss or damage is the result of intentional acts or gross negligence on the part of NOLLENS NV.