

ARTICLE 1 : APPLICABILITY

These general conditions shall apply to all contracts entered into by KREGLINGER Ltd, 106A High Street, Chesham Bucks HP51EB, United Kingdom, Company number 01045206 (hereafter KREGLINGER).

General terms and conditions of the client do not apply, unless KREGLINGER explicitly agreed to them in writing.

These conditions shall be deemed to have been accepted in full both for existing and future contracts by all those who receive them without comment, sign a contract with KREGLINGER or pay an invoice of KREGLINGER without protest.

The fact that KREGLINGER does not exercise one or more of the clauses drawn up in its favour in these conditions shall not be interpreted as a decision on its part not to exercise its right.

ARTICLE 2 : QUOTATIONS AND ORDERS

Quotations by KREGLINGER are not binding and subject to stock limitations and availability both on the part of KREGLINGER and its suppliers. A contract is deemed concluded by virtue of a written order confirmation by KREGLINGER.

Once an order has been accepted by KREGLINGER, KREGLINGER may still change or review the price subject to the limits set out in article 57 of the law of 30 March 1976, namely based on parameters relating to the actual costs comprising the final price and only in respect of the proportion which they represent in said final price, up to a maximum of 80 % of the agreed final price.

Any order form signed by the client shall be irrevocably binding upon the client. The order may only be cancelled by the client with the written consent of KREGLINGER and will, regardless of written consent, be subject to the payment of damages.

ARTICLE 3 : DELIVERY – TRANSFER OF RISK – TRANSFER OF TITLE

Delivery dates are given as an indication only. With the exception of serious negligence or fraud, a delay in delivery of less than one month shall not constitute a reason for the client to refuse the goods nor to make a claim for damages. If the delay exceeds one month, the client may, fifteen days after sending a registered letter giving notice to KREGLINGER to deliver the goods, cancel the order but without having any right to claim damages. Any changes to an order will automatically renew the aforementioned term of one month.

Unless otherwise agreed in writing, delivery shall take place at the registered office of KREGLINGER. The risk for the goods shall pass on to the client upon this delivery. Transport and packing costs shall be borne by the client unless otherwise agreed in writing by Kreglinger.

KREGLINGER shall retain title of the goods until such time as all invoices relating thereto have been paid in full. Non-payment of any invoice on the due date shall authorise KREGLINGER to repossess the unpaid goods within 24 hours of sending notice to the client by registered letter, specifying the days and times on which KREGLINGER or its representative will call.

ARTICLE 4 : CLAIM – LIABILITY – WARRANTY

KREGLINGER warrants the quality of the goods to be in accordance with the description on the accepted order. KREGLINGER shall however only assume liability for non-conformities and defects which have been caused by actions or negligence committed before the delivery of the goods.

Goods shall always be transported at the client's risk. In the event of defects, faults or shortages in the goods sent to the client by a carrier, any claim must, subject otherwise to forfeiting the right to indemnity, be mentioned on the bill of lading. KREGLINGER is not, under any circumstances, liable for any change in or perishing of the goods supplied if the goods were stored in a manner which does not comply with the requirements for this types of goods.

KREGLINGER does not warrant that the goods supplied are suitable for the purchaser's intended purpose. The purchaser alone, in his capacity as a professional, shall be responsible for selecting the product ordered. In this respect, in his capacity as a professional, the client confirms that it is fully aware of the specific details of the goods ordered.

The client is obligated to inspect the goods upon delivery. Any claim, including claims for visible or hidden defects must be sent by registered letter to KREGLINGER within five days from delivery (which shall start on the date of delivery). In the absence of any claim made in the manner indicated before, the client shall be deemed to have accepted the goods and the goods shall be deemed to have been delivered in accordance with the order, regardless of any complaints the client may subsequently have.

A valid claim in respect of non-conformities or defects in goods shall be satisfied either by replacing the goods or refunding the price paid by the client for the goods, at the option of KREGLINGER. Defects affecting part of the goods supplied shall not entitle the client to refuse the whole order and no goods may be returned without the written consent of KREGLINGER. Such authorisation shall not give rise to any admission by KREGLINGER that the returned goods are not as specified or defective.

The client unequivocally agrees that the liability of KREGLINGER in all cases is limited to the total or partial refunding of the cost of the goods or any replacement, at the option of KREGLINGER, excluding the right to claim damages for any other direct or indirect damage caused to the client, the client's agents or third parties.

Liability to third parties, on whatsoever basis, shall be borne exclusively by the client who undertakes to hold KREGLINGER harmless for any liability action brought against it by a third party. The client shall also hold KREGLINGER harmless for any claim made against it as a result of ecological damage caused by said products.

The limitation period for claims against KREGLINGER – based on whatever legal ground- shall be 12 months from the date of delivery.

ARTICLE 7 : PAYMENTS

Unless specifically stated otherwise, all prices shall be in Euro, net, excluding tax, administrative charges and freight.

Unless otherwise agreed in writing, invoices shall be payable at the registered office of KREGLINGER to one of the accounts noted on the invoice and shall be due at the due date mentioned on the invoice. The fact that an invoice relates to one or more part-deliveries is no ground for the client to delay payment of an invoice until delivery is received in full. Only payment via bank transfer shall constitute a full discharge ; no other form of payment shall be accepted (e.g. cheque, bill of exchange) unless otherwise agreed upon in writing.

If a client is in default of payment, the client agrees an interest of 1% per month shall automatically and without the requirement of notice incur and a fee of 10% for the damages incurred by KREGLINGER as result of this default shall be payable, with a minimum of EUR 75.00.

The client further accepts that in event of non-payment of an invoice, KREGLINGER may suspend the performance of any order or service in progress.

ARTICLE 8 : TERMINATION

In the event of the client failing to comply with any of his obligations according to these general conditions, KREGLINGER shall be entitled to terminate the contract with immediate effect by registered letter. The contract may also be terminated automatically, without giving notice and without any formality other than notification to the client by registered letter if it appears that one of the principal obligations will not be complied with or there is a strong risk that it will not be, even before the said obligation becomes enforceable.

Termination of the contract by KREGLINGER does not affect the right of KREGLINGER to claim damages.

ARTICLE 9 : APPLICABLE LAW and JURISDICTION

Only Belgian law shall apply on all issues and aspects in any way related to these general conditions.

Any dispute of whatsoever kind between KREGLINGER and one of its clients shall be determined under the local law of the jurisdiction of KREGLINGER's parent company and shall therefore fall under the exclusive jurisdiction of the Antwerp courts.
