

General Conditions of Sale

1. PERFORMANCE OF THE CONTRACT

1.1. QUOTES/ORDERS

All our quotes are without obligation. Business handled by intermediaries, representatives, travellers, agents, etc. are only binding upon us once confirmed in writing, even if, in the past, other business was not confirmed in writing.

1.2. CONDITIONS TO THE CONTRARY

The conditions of sale mentioned below form an integral part of the contract. Unless expressly stipulated otherwise, the other party to the contract shall be deemed to be aware thereof and to have approved all the clauses therein, and to have waived its own conditions of sale and purchase. Any deviations from the general conditions must be forwarded in writing and we must expressly accept them.

Modification of one or more of the conditions mentioned below shall not in any way modify the other conditions, which shall be the only ones applicable.

1.3. NON-PERFORMANCE

Cancellation of the contract by the client prior to delivery, for whatever reason, shall, automatically and without notice, give entitlement to compensation. The latter shall be an agreed lump-sum equal to 30% of the amount of the invoice in respect of the cancelled order, without it being necessary for the vendor to prove the losses incurred. However, the vendor shall retain the right to demand higher compensation, subject to providing proof of loss. If, at the time of unilateral cancellation, we have already ordered products or carried out works of whatsoever kind, as part of the performance of the contract, we shall be entitled to payment for such products or works, in addition to the aforesaid compensation.

2. DELIVERY AND DELIVERY TIME

2.1. SUBJECT MATTER OF THE DELIVERY

The subject matter of the delivery shall be confined to the goods described in the confirmation of sale. Packaging paid for shall become the property of the purchaser, other packaging shall remain our property and must be returned to us within 30 days of receipt of the goods. The mass production of items subject to approval may not commence until receipt of written approval. The purchaser shall bear full responsibility for any accusations of infringement which may be made regarding the manufactured product.

2.2. DELIVERY ARRANGEMENTS

Delivery shall be "ex works". Under no circumstances can we guarantee the means of transport, which we arrange in order to help the purchaser but with no liability whatever on our part.

The words "carriage paid" on the other party's order does not in any way prejudice the aforesaid mention of "ex works". The costs of sending are fully calculated in accordance with current shipping rates.

2.3. DELIVERY DATE

The delivery date is a presumed date. We will comply with it as closely as possible.

Delays shall not give rise to cancellation of the contract, refusal of the goods or compensation.

2.4. FORCE MAJEURE AND IMPEDIMENT

If the supplier from which we obtain goods does not deliver to us or does not deliver to us properly, for whatever reason, we shall not be responsible with regard to the purchaser. Any instance of general force majeure, such as strike, disturbances, mobilisation, orders of the government, stoppage of rail and maritime transport, transport obstructions, distribution delays, frost, fire and the like, shall entitle us to suspend performance of the contract or order, or even to cancel it, in whole or in part, without any obligation to provide compensation. We shall also retain the right to cancel the contract of sale, if necessary, if there is a change in the condition of the purchaser: death, dismissal, establishment of an order of preference amongst creditors or other limitations on capacities, obvious insolvency, application for a composition with creditors through the courts or amicably, bankruptcy, notice of protest, winding-up or modification of the company, etc... without prejudice to the vendor's right to compensation.

2.5. SUSPENSION OF DELIVERY

We shall at all times reserve the right to demand that the purchaser provide bank or hypothecary security in respect of the payments, prior to delivery or to progressing the delivery, whatever the payment terms agreed. Until such time as the purchaser has met the conditions imposed, we shall not be obliged to make deliveries or to provide services.

3. DEVELOPMENT COSTS

The development cost of tools, including dies, shall be charged to the purchaser, even if such tools remain our property, including after they have been used. When the mould is re-used, 15% of the purchase cost will be invoiced for development costs.

4. PRICES AND PAYMENT TERMS

4.1. PRICES

Prices are calculated "ex works" unless expressly stated otherwise in the order confirmation. Tax, duty and all charges and costs of whatsoever kind, are not included within the price and must be paid by the purchaser separately. In the case of orders with an invoice value of less than € 123.95 (excluding VAT), we will make a charge of € 12.39 for transport and handling costs.

4.2. PAYMENT TERMS

Without prejudice to any other clause, payment terms shall be as follows: within 30 days after the end of the month in which the invoice is dated. All deliveries shall be payable at the registered office of our company. The acceptance of drafts or other payment documents shall not be considered as novation. All invoices, including those which are not yet due, shall become due for payment immediately in the event of non-payment of previous invoices. In the event of non-payment on the aforesaid due date, interest shall be payable equal to 2% above the statutory rate of interest with effect from the said date, automatically and without any prior notice on our part. Furthermore, in the event of non-payment of part or all of the debt on the due date without good reason, the balance of the debt shall be increased, after notice has been given to no avail, by 15%, subject to a minimum of € 123.95 and a maximum of € 1859.20 even if the due date is extended.

5. WARRANTY

Complaints regarding the possible non-conformity of what we supply and/or possible apparent defects, must be notified to us by registered letter within 48 hours of delivery, those regarding possible hidden defects within 6 days of discovery. All complaints must include the grounds and reasons for the said complaints. Where we consider a complaint to be justified, and without prejudice to cases of fraud, we reserve the right to choose between payment of equitable compensation, equivalent to no more than the amount of the invoice in respect of the goods in dispute, and the replacement free of charge of the said goods, after return thereof in their initial state, to the exclusion of any other form of compensation (e.g. indirect losses of goods or persons). In the event of returns which we have not agreed to, but which we nevertheless accept, this shall be done without prejudice in all cases to our rights and at the purchaser's expense and we shall keep the shipment at the purchaser's disposal and on deposit at the purchaser's expense and at the purchaser's risks.

Complaints shall not entitle the purchaser to cancel the contract of sale, nor to omit any payment or to submit payment in part or in full. In all cases, our warranty shall never extend for more than 6 months after delivery, provided that the goods have not been the subject of any work or transformation and that they have been stored and handled correctly.

In particular, we shall not be liable for loss or damage of whatsoever kind, caused to the purchaser or to a third party as a result of lack of care, mistreatment, misuse or use for a purpose other than the agreed purpose.

Nor shall we be liable for poor performance when the materials supplied by the client are of poor quality or unsuitable. Any involvement by a third party relating to our goods shall exonerate us from all liability. Where the client has special requirements in the case of certain goods, the client shall be entitled to come and examine them at our factory and, if necessary, to refuse them, without being entitled to demand compensation. Once the goods have left our factory, they shall be considered as complying with the stated requirements.

6. RESERVATION OF TITLE

We shall remain the owner of the goods or products which we have supplied until such time as the other party has fully complied with its obligations towards us. The other party shall undertake to cooperate fully in respect of any measure which we wish to take regarding the protection of our property rights in respect of the goods or products supplied. Thus they cannot be exercised in advance in favour of a third party, e.g. by way of a pledge or security.

Where a client has paid a single contribution to our mould manufacturing costs in respect of dies which remain the property of ANZIPLAST TAVERNIER SA, this shall not give the client any rights of ownership or claims in respect of the said mould or part thereof.

Without prejudice to a clause to the contrary, even if we hold the right of ownership of the goods, the risks shall be transferred to the purchaser or external carrier of the goods at the time the goods or products leave our factory.

7. PRODUCTION REQUIREMENTS – RAW MATERIAL

Without notice from the client, ANZIPLAST is authorized to purchase the necessary production requirements (such as inserts, raw material, additives, calibres or accessories necessary for the production of a specific part of the customer) that she needs for her production.

ANZIPLAST is outgoing from a yearly returning amount of parts to deliver. Moulds owned by the customer can only be collected by the customer after payment of all unpaid invoices and after payment and purchase of all for the production needed requirements and after payment and purchase of the possible stock of end products. If an article is no longer purchased by the customer and no purchasing orders follow during 6 months then all necessary production requirements of this part and the stock of end products will be billed to the customer.



ANZIPLAST TAVERNIER N.V. – Izegem Plant

8. INTERDICTION TO COMPENSATE BY CLIENT

The client, contracting party, declares he will not compensate any actual or future claim he has or will have on the part of ANZIPLAST, so that all amounts due by the client for delivered products or services rendered by ANZIPLAST, will always be paid on the due date to ANZIPLAST, or in case of cession to the factoring company.

9. JURISDICTION

Belgian law shall be applicable to all our contracts. In the event of any disputes, only the Courts of the District of Courtrai shall have jurisdiction, and in particular the Izegem Magistrates' Court [*Justice de Paix*] and the Courtrai Commercial Court.

9. VAT REGISTRATION

Our clients' VAT registration number, as shown on our business documents, shall be used for our annual VAT return.

If we have not received notification to the contrary within 10 days of sending out our invoices, we shall deem the said number to be correct and shall mention it as such in our return.

11. SALES CONDITIONS

Our sales conditions are available in English, French and Dutch on our site “www.anziplast.be”.

Retention of title

The title in the goods shall pass to the Buyer only when payment in full has been received by the Seller for all goods whatsoever supplied (and all services rendered) at any time by the Seller to the Buyer. The Buyer shall permit the servants or agents of the Seller to enter on to the Buyer's premises and repossess the goods at any time prior thereto.* As long as payment has not been effected the Buyer cannot sell, pledge or offer goods as guarantee or collateral security * Should the goods (or any of them) be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Seller and the Seller shall have the full legal and beneficial ownership if the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party, and the Buyer hereby indemnifies the Seller in relation thereto.* In the case of non-payment at the due date and upon demand the Buyer must return forthwith to the Seller all merchandise unpaid for.