

Terms of delivery

STAS NV Belgium

General conditions of delivery

Of:

STAS NV Belgium

Situated at Craenenbroekstraat 32, 3380 Glabbeek, Belgium

Article 1: Definitions

1. In these general conditions we understand
Seller: STAS NV Belgium

Customer: a principal handling in exercise of a company or occupation

Article 2: Appropriateness of these conditions

1. These conditions are in effect on every offer and every agreement between STAS NV Belgium and a buyer on which STAS NV Belgium has made these conditions, for so far the both sides have not deviated explicit or written from these conditions.
2. The present conditions are as well applied to all the agreements with STAS NV Belgium for the execution of which others have to be involved.

Article 3: Offers/order confirmations

1. Offers of STAS NV Belgium are without engagement and expire at the latest 30 days after date of the offer.
2. The delivery times and other performances which have to be done by STAS NV Belgium are global and informative; exceeding of these gives no claim on indemnification or disbandment of the buyer.
3. The prices given by STAS NV Belgium are, unless else mentioned, based on execution in normal working times and exclusive transport-, packing-, delivery- and installation costs, VAT and other levying by the authorities.
4. With a compounded offer/order confirmation, there is no obligation for us to delivery of a part of the offer against an according part of the mentioned price, neither this offer is in force for after orders.
5. STAS NV Belgium is committed to the offer when the potential buyer has written confirmed within 30 days. The prices mentioned in the offer/confirmation are exclusive of VAT, unless else mentioned.

Article 4: Delivery

1. Unless else mentioned, delivery is EXWORKS. When by the delivery conditions one of the "Incoterms" is agreed, on the moment of the closement of the agreement, the considered Incoterms will be applied on the agreement.
2. The by STAS NV Belgium delivered businesses may have a deviation in the measurements of maximum plus or minus 2 % as mentioned in the offer/confirmation. A deviation in the delivered businesses do not give the customer the right to not accept

the delivered goods, neither to lay claim to each other form of compensation of the delivered businesses.

3. The buyer is forced to take the bought goods on the moment of the delivery and in accordance to the agreement.
4. When the buyer refuses the delivery or is negligent with information or instructions, necessary for the delivery, the cases will be stored up as a risk for the buyer. The buyer will in that case being responsible for all the supplementary cost like storage cost.

Article 5: Delivery time

1. The by STAS NV Belgium delivery times are mostly by approach and are never fatal terms.
2. By delivery not in time, the buyer has to hold STAS NV Belgium liable on a written way to set a fair term and to follow up her engagements.
3. STAS NV Belgium starts her delivery time when they have all materials in their possession.

Article 6: Part delivery

It is allowed for STAS NV Belgium to delivery the items in parts. It is not allowed when a part delivery has no independent value. When the materials are delivered in parts, STAS NV Belgium has to make an invoice for each separate part.

Article 7: Technical demands

1. If the cases are delivered in Belgium but used in the foreign country, STAS NV Belgium is not responsible for the technical demands, norms and/or prescriptions which are set by laws or regulations of that foreign country. This applies not when in the agreement stands clearly the mention of the foreign country and by deliberation off all the necessary data and specifications.
2. All the other technical demands by the buyer about the items have to be explicit mentioned by the buyer by the closement of the agreement.

Article 8: Samples, models and examples

When STAS NV Belgium shows a sample, model or example it is supposed to show as meaning as an indication: the quality of the delivered items can deviate from the sample, model or example, unless clearly mentioned that it will be delivered conform sample, model or example.

Article 9: Decomposition of the agreement

1. An agreement between STAS NV Belgium and a buyer can only be decomposed in following cases:
 - after closement of the agreement appears that the buyer will not fulfil his engagements.
 - When STAS NV Belgium has asked the buyer after closement of the agreement to give certainty about the fulfilment and this fulfilment stays away in spite of summons.

In the above cases, STAS NV Belgium is competent to reserve the agreement or to decompose and to claim damages from the buyer.

Article 10: Guaranty

1. STAS NV Belgium guaranties that delivered items are free of design, material and fabrication mistakes during a period as mentioned in the offer, order confirmation, government documents, as well as on the delivered items with relation to the invoice. The guaranty count not for: scratches, weather influences on the cloth material of sun preventions and/or screens, normal use wear and tear of tires, belts and other hoisting means.
2. When the case shows a design, material or manufacture failure, the buyer has the right on repair of the case. STAS NV Belgium can choose to replace the item if repairment encounter on opposition. The buyer has the right to replace if repairing is not possible.
3. The guaranty do not count if the damage is consequence of the not right following of the instructions.
4. We understand under not right treatment: a false or wrong manner of serving than written in the manual. The installation of goods, others than the by STAS NV Belgium delivered prescriptions in the installation manual.
5. Concerning the guaranty of a product of a third person, the guaranty is limited to the guaranty of the producer of that product.
6. The buyer get no guaranty before payment of the invoice.

Article 11: Property reservation

1. All the delivered items stay property of STAS NV Belgium till the buyer has agreed all the engagements according to the agreement.
2. The delivered items by STAS NV Belgium may sold through, but may not being used as means of payment
3. The buyer may not pawn his items written down the agreement.
4. The buyer gives now unconditional and irrevocable permission to STAS NV Belgium to a third person indicated by STAS NV Belgium to exercise the proprietary right on all the places were the properties of STAS NV Belgium are standing.
5. When third seize on the items under proprietary right, the buyer is obliged to contact STAS NV Belgium.
6. The buyer is obliged to assurance items under proprietary right against fire, explosion- and water damage, also against theft .

Article 12: Shortages: complaint terms

1. The buyer has to control the goods after delivery as soon as possible to control if everything respond to the agreement.
That the right goods are delivered
That the quantity is correct
That the quality demands are correct
2. If there are visible shortages, the buyer has to confirm within 1 day after the working day and mention written to STAS NV Belgium.
3. Not visible shortages have to be mentioned within 1 week after the working day.
4. When there is a complaint, the engagement to payment stays.
5. Items can only be returned by previous written permission of STAS NV Belgium.

Article 13: Price/Price raising

1. Unless other mentioned, the following given prices are counting:
 - in Euro valuta
 - exclusive VAT
 - on the basis of by STAS NV Belgium handled minimum quantities
 - exclusive transport cost
 - EX WORK
2. When STAS NV Belgium has agreed on a certain price, they may raise there price if they can prove that between the offer and the delivery, significant price raisings took place on raw materials, valuta and/or wages or unforeseen circumstances.
3. When the price raise is more than 15%, the buyer has the right to stop the agreement.

Article 14: Packing

1. The buyer is obliged to give back all the materials of packing such as: pallets, boxes, nut-keys that were used to deliver the machines in a good way. They have to give back within 14 days, undamaged. If not the buyer is responsible for all the cost. These cost are a late back sending and the cost of replacement, repair or cleaning.

Article 15: Payment

1. Payment has to be within 30 days after invoice date in the valuta standing on the invoice (EURO).
2. By not payment within 30 days, the buyer have to pay an interest of 1% pro month unless the legal interest is higher.
3. In case of liquidation, bankruptcy or surseance of payment of the buyer, the claims of STAS NV Belgium and the obligations of the buyer will be claimable immediately.
4. Payment have to be without discount or settlement.
5. Payment conditions:
 - 40% by order
 - 60% Before delivery

Article 16: Credit limitation

STAS NV Belgium may allow a credit limitation of 3%, which is not obliged to be paid within 8 days after invoice date.

Article 17: Incasso cost

1. When the buyer doesn't follow one his obligations, all the judicial and not judicial cost are for count of the buyer. The buyer is indebted:
 - Over the first 6 500 € 15%
 - Till 13 000 € 10%
 - Till 32 500 € 8%
 - Till 130 000 € 5%
 - Further over the 130 000 € 3%
2. When STAS NV Belgium can prove that they have made other cost, which were necessary, than they are also obliged for the buyer.

Article 18: Responsibility

STAS NV Belgium is only responsible for :

1. Damage due to shortage in delivered goods, as arranged in article 10 (Guaranty) of these conditions.
2. STAS NV Belgium is only responsible if STAS NV Belgium or inferior, on purpose doing damage on the materials.
3. The responsibility of STAS NV Belgium is limited to the amount that the insurance of STAS NV Belgium has given.
4. When the insurance gives no covering and STAS NV Belgium is responsible, the responsibility of STAS NV Belgium is limited to two times the invoice value of the transaction, at least the part of the transaction on which the responsibility has relate to.
5. STAS NV Belgium accepts no responsibility of the damage during the installation by STAS NV Belgium, as result of the state in which the pledge is. This counts also for the not visible constructions of the pledge. The buyer is obliged to give all the information concerning the construction of the pledge.

Article 19: Superior forces

1. Under superior forces we understand in legislation, all causes on the outside, foreseen or not foreseen, on which STAS NV Belgium can exercise no influence but through which STAS NV Belgium is not in the case to follow her engagements, work strikes in the companies STAS NV Belgium included.
2. During superior forces, delivery and other engagements will be postponed by STAS NV Belgium. It gives a reason to decomposition when the period of the superior forces takes longer than 3 months, without obligation of compensation.
3. When STAS NV Belgium has fulfilled her engagements / or for a part, she can make an invoice for the delivered items. It counts not when the delivered items haven no independent value.

Article 20: Dispute settlement

The judge in the dwelling-place of STAS NV Belgium is competent by exclusion to note the disputes, unless the district judge is responsible. Nevertheless, the user has the right to summon the other side for a competent judge.

Article 21: Appropriate Right

On each agreement between buyer and seller, the Belgium right is appropriated. The Viennese right is explicit excluded.

Article 22: Modification and finding-place of the conditions

These conditions are deposit by the Chamber of Commerce in Leuven.