

1. Applicability

The present general conditions are applicable to all the contractual transactions between the parties, notwithstanding any other stipulations on order forms or any other documents issued by the purchaser. Derogation is allowed only by express written agreement.

2. Offers

Any offer issued by the seller commits him for a term of 90 days. After this term, the seller has the right to accept or to refuse the order or to change its conditions.

3. customer

The customer recognizes to have read and approves the content of the document as related to directive 96/74, concerning the definition of abbreviations used for fabric composition in a garment.

4. Terms and conditions of delivery

The terms of delivery are indicative. The terms can be extended without entailing the termination of the contract, the refusal of the goods or damages. In case of transportation, the goods are transported at the buyer's own risk, even if CIF deliveries.

5. Retention of title

The goods shall remain the possession of Alsico Hightech N.V. until the full sum has been paid, notwithstanding the terms of §1583 CL.

6. Complaints, returns

In case of visible defects, the buyer shall lodge a complaint by mail within 8 days after receipt of the goods. Complaints will not be accepted if goods have been already used. If the goods have hidden defects, the buyer should, on penalty of nullity, inform the seller by mail within 8 days after ascertainment. The buyer shall not return goods without a written agreement of the seller, and this agreement shall in no way constitute an acknowledgment. If the buyer wishes to send the goods back, for which no flaws were established, this is only possible after agreement of the seller and only when the merchandise hasn't been put into use, still is in its original packing and when the seller is still following this merchandise on stock. Only in this case will the seller draw up a credit note against 90 % of the initial invoice value.

7. Terms of payment

The payment period begins immediately after receipt of receipt. Within a period of 30 calendar days after receipt of the invoice, incorrect invoice complaints will be accepted.

The exceeding of this 30-day deadline without complaints implies the acceptance of the invoice by the customer.

If the invoice is adjusted within 30 days for the above reason, the contractual payment period will continue to apply from receipt of initial invoice.

In addition to other contractual provisions, invoices are payable in cash on delivery. In the case of non-payment of one of the invoices on the due date, they will be payable by law and without notice, as well as all other claims, even those which have not yet expired. I.g.v. Late payment will increase the invoice amount by law and without prior notice with 1% referral rate per month. The seller reserves the right to increase the invoice amount by 10%, with a minimum of 130 EURO as compensation for the costs incurred.

8. Acts of God

Acts of God shall by right suspend or terminate the obligations of the seller relating to the present contract, and shall relieve the seller from any liability of claim for damages that may ensue.

9. Competent court and applicable law

Any dispute arising from the present contract falls within the exclusive jurisdiction of the Commercial Court of Oudenaarde.

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