



TOPQUALITY ENTERTAINING THE WORLD

ELAUT NV

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GENERAL TERMS OF SALE

1. The sold goods and/or repairs are strictly cash payable in Sint-Niklaas in our store or workshop or by deposit on our bank account. Any possible costs of collection will be charged.
2. All my offers are without commitment.
3. Terms of delivery are given by way of indication and delay in time of delivery can never be reason to grant whatever interest or compensation.
4. All deliveries are meant to be taken and accepted as at the warehouse so that they travel at the risk of the buyer. Any damage to a third party is out of the question.
5. The goods and machines are guaranteed against any fault of manufacture. The guarantee period is 1 year, from date of purchase in new state on. Each article which was found faulty, will be replaced but our responsibility will be limited to the exchange of the faulty article and no repayment, compensation or damage and interests may be claimed of me for whatever reason.
6. In order to be valid, complaints will have to be lodged within 8 days after the date of forwarding.
7. Each departure of the present terms is only valid provided that it is made explicitly and in writing.
8. If an account is not settled when due, all the amounts payable will be immediately claimable, without regard to the allowed terms of payment. If the due date is exceeded, an interest of delay of 12% per year is to be paid by the customer and this from the due date of the invoice, and this according to the law and without being put in default. In case the invoices are not paid on the due date, the invoice-amount will in addition be increased with 15% with a minimum of € 25,- on top of the provided interest and this also according to the law and without being put in default.
9. The invoiced goods remain our property until full payment of the invoice. The sale will be nullified in justice in case of non-payment on due date by sending a registered letter, which will refer to this article. In hypothetical case, we will be authorized to take back the goods in question without any form. The remaining selling value, which will be fixed according to the circumstances in which the returned goods have been found, will be communicated to the customer. The customer is, by lack of any protest by means of a registered letter within 8 days, considered to accept this valuation.
As for the lost value, the customer owes us as compensation for the damage sustained by us, an amount equal to the difference between the invoice value and the remaining selling value. This amount has to be paid after expiration of the above-mentioned term of 8 days and will be charged with an interest of 12% per year, from the day of delivery on.
10. The sole authority of the court of commerce of Dendermonde, the court of peace 1st district Dendermonde and, the court of first instance of Dendermonde applies for all differences resulting from the present agreement of relating to it. The writing out of bills or promissory notes, the accepting of payments and the free forwarding will not be derogatory to these judicial stipulations of authority.