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GENERAL CONDITIONS OF SALE.

1. Field of Application

Offers, contracts and order fulfilments are exclusively governed by our Conditions Of Sale. We reject any of our customers' counter clauses or conditions of purchase that are in contradiction with our Conditions Of Sale. Exemptions shall be valid only if we alone have expressly accepted them in writing.

2. Offers and Orders

Our offers remain valid for a period of eight calendar days from the date of the offer.

Orders that are sent to us or placed with our representatives shall be regarded as accepted by us only after written confirmation on our part. Neither our sales representatives nor any other intermediaries have the power to commit us.

We reject all disputes, following telephoned or verbal orders, relating to the dimensions, quantities and designations of the supplied goods, our liability being engaged only if such information is communicated to us in writing.

Purchasers may not cancel firm orders without our agreement, subject to compensation for the harm resulting for our Company estimated by explicit agreement at 15% on the basis of the envisaged order value, unless our Company would prefer enforcement measures, without prejudice to any claim for possible damages.

3. Our Products

The weights, dimensions, prices and other characteristics appearing in our offers, catalogues, engravings, etc are merely indicative. Such data obtains obligatory value only if is specifically included in the sales contract. All these documents remain our property and may not be reproduced or communicated to third parties without our permission.

The uniformity of the dyes and colours is not guaranteed. In consequence of the automation of the manufacturing processes, it is technically impossible to avoid a number of defective specimens. Consequently, an acceptable tolerance of defective specimens not exceeding 5% of the delivery is agreed.

We guarantee the quality and the weight only on departure from our establishments, our goods being deemed to have been approved in our workshops.

4. Our Tariffs

Our selling prices are exclusive of VAT on departure from our business address and are given merely as an indication. They may be automatically reviewed, on our sole discretion, in the following cases:

- An increase of the raw material prices,
- A change of a foreign currency exchange rate for imported materials,
- A rise in energy costs,
- A lack of raw materials and replacement by others,
- A change of procurement sources beyond our control,
- A development of the cost of production.

This list is not exhaustive.

If our selling prices are sometimes mentioned in a foreign currency, our prices are established on the basis of the current rate of exchange and any change therein may entail an adjustment of the indicated prices.

5. Delivery, Carriage and Insurance

Delivery times shall be given only as an indication and shall not be rigorously imposed.

We guarantee neither the means of carriage, nor the times within which the carriage is accomplished.

The goods travel at the purchaser's risk even in the event of a carriage-free sale. To cover the risks of loss, theft, or other damage in the course of carriage, the purchaser shall make arrangements for the necessary insurance.

In event of shortage or damage in transit, it would be for the recipient to make the necessary arrangements for safeguarding all recourse against the carrier, in accordance with the provisions governing the carriage in question.

The insurance of the dispatched goods shall be covered only if the customer explicitly so stipulates in writing.

No liability shall be accepted for loss or damage, direct or indirect, for whatsoever reason.

Packing materials on consignment or lent free of charge remain our property.

6. Force Majeure

Cases of force majeure and generally any circumstances that prevent, reduce or delay the manufacture or the forwarding, or render the fulfilment of our commitments exorbitant, shall give us the option, as the case may be, of reducing our commitments, of putting an end to them or of suspending their fulfilment, without indemnity. The following shall be non-exhaustively regarded as such:

- Wars, mobilisation, strikes, lockouts, equipment breakdown, fires, interruptions of the means of transport, raw material or energy supply difficulties, or any restrictions or prohibitions of any kind imposed by the public authorities.

7. Complaints

To be admissible, complaints for apparent defects or non-conformity must be communicated to us in writing within eight working days of the goods being received. The purchaser must moreover make arrangements allowing for an adversarial inspection. Whatever the cause of the complaint, if it is recognised that our dispatch was not in conformity with the order, our guarantee shall be limited, at our choice, to their free replacement within the time necessary for their manufacture or to the refunding of the price of the goods found to be defective, with the exclusion of any indemnity or damages.

8. Late Payment Penalty

Interest of 12% per annum shall accrue, without prior formal warning, on all sums due that have not been paid at the agreed term. In the absence of payment at term, the invoice shall be automatically increased by an indemnity of 15% with a minimum of €37.18.

9. Resolutive Clause

Non-payment of a delivery at the envisaged term would give us the right to cancel the contracts in progress for as yet undelivered supplies, without any other formality and without any damages. The unpaid goods shall have to be returned without delay, at the customer's risk and expense, and without prejudice to any possible damages.

In the event of a reduction of the purchaser's solvency or a change to his, her or its legal or financial situation, we reserve the option of cancelling the contracts in progress by registered letter or of requiring additional guarantees.

If the customer fails to honour one of these commitments, we reserve the right automatically and without formal notice to consider that the agreement is repudiated, without prejudice to our right to require the execution of the agreement. In either case, we would be entitled to compensation.

10. Retention of Title

Our company shall retain title of the delivered goods until payment in full of the principal and accessory price. This retention of title does not authorise purchasers to cancel their orders, this possibility being reserved for our Company alone. Our Company shall be able to invoke the application of this clause and the restitution of the unpaid goods by simple registered letter with acknowledgement of receipt without the need for any court order. The purchaser shall have to allow us access to their premises. By way of damages, 15% of the selling price of the claimed goods shall be due to our Company.

Throughout the entire retention of title period, the risks having been transferred to the purchaser, the purchaser shall consequently remain liable for any damage undergone or caused and shall have to insure the goods against all the usual risks.

11. Event of Default

Non-payment at the due date shall make all sums owed by but not due from the purchaser immediately payable in full.

12. Applicable Law and Court Of Jurisdiction

Belgian law shall apply to all our sales, even if the purchaser is established abroad. The commercial terms shall be interpreted in accordance with the "International Rules for the Interpretation of Commercial Terms" laid down by the International Chamber of Commerce.

Those rules shall not however be able to prevail over any contrary explicit stipulations included within our General or Special Conditions Of Sale.

Any contestation relating to our sales shall be of the competence of the Courts of Brussels, including the nine cantons of the District Court. We however reserve the option of litigating before the Courts of the purchaser's place of residence.

The non-invocation of one or other of the rights rising from these General Conditions Of Sale shall not entail any renunciation thereof on our part.

13. Acceptance of These General Conditions of Sale

By placing an order, the purchaser confirms having taken cognisance of these General Conditions Of Sale, and states that he, she or it formally approves all the stipulations thereof and unconditionally accepts them.
