

GENERAL TERMS AND CONDITIONS OF SALE

Article 1 – PURPOSE

These General Terms and Conditions of Sale (hereinafter referred to as the 'TCS') shall apply between INDUSTRIAL LIFTING S.A. and any person making a purchase from this company (hereinafter referred to as 'the Purchaser'). The purpose of these terms and conditions is to govern all contractual relations between INDUSTRIAL LIFTING S.A. and the Purchaser. They shall be deemed to have been accepted by the Purchaser without reservation upon the placing of an order for a product.

Article 2 – QUOTES

The quotes provided INDUSTRIAL LIFTING S.A. shall be understood to be non-binding. The details in our quotes, and primarily the weights and resistances, as well as the customs codes, are indicative and are not binding on INDUSTRIAL LIFTING S.A.

Article 3 – ORDER

In order to commit INDUSTRIAL LIFTING S.A., all orders must have been confirmed. Unless otherwise expressly accepted in writing by INDUSTRIAL LIFTING S.A., all orders imply acceptance without reservation of these TCS by the Purchaser, who shall refrain from asserting its own Terms and Conditions of Purchase. As regards the commercial relations between the parties, the Purchaser is deemed to be fully familiar with these TCS. Any request to modify the composition or volume of an order placed by a client may only be taken into account by INDUSTRIAL LIFTING S.A. if the request is made in writing, sent by fax, or e-mail, and reaches our company. In the event of a modification of the order by the client, INDUSTRIAL LIFTING S.A. shall be released from the deadlines agreed for its fulfilment. Any order under €150.00 excluding VAT will be subject to an additional €50.00 administrative fee. Any new order will be subject to approval by ATRADIUS.

Article 4 – PRICES

The prices shall apply on the day on which they are formulated, excluding taxes, carriage free or ex works in accordance with the terms and conditions defined by our order confirmation. They are calculated net, without discount, and are payable in accordance with the terms and procedures of payment laid down in Article 8 of these TCS. For prices specified per quantity, any order relating to a lesser quantity shall entail a modification of the price indicated. The packaging shall be determined and prepared by INDUSTRIAL LIFTING S.A. and invoiced in addition to the prices indicated. Penalty clauses included in the commercial papers of the Purchaser shall not be enforceable upon us. INDUSTRIAL LIFTING S.A. shall have the right to increase them, without prior notice, in proportion to the increase in production costs, transport costs, entry duties, exchange rates and other similar economic conditions, including all measures, in particular tax measures, taken by the national or foreign authorities and occurring between the conclusion of the contract and the delivery of the goods, even if this should be after the expiry of the agreed deadline, unless the Purchaser is able to prove that this delay may be attributed solely to INDUSTRIAL LIFTING S.A.

Article 5 – SHIPPING

The products shall be collected from and approved in the workshops of INDUSTRIAL LIFTING S.A. and transported at the risk of the Purchaser, even when the prices are established franco.

Article 6 – DEADLINES

The deadlines given are indicative and without guarantee. Failure to meet a stipulated deadline may not be invoked to claim damages or the termination of the contract unless expressly otherwise stipulated beforehand and accepted in writing by INDUSTRIAL LIFTING S.A. In the event of sale in the form of successive, staggered deliveries, each batch shall be considered to be the subject of a separate and independent contract.

Article 7 – RETENTION OF OWNERSHIP

The goods shall remain the property of INDUSTRIAL LIFTING S.A. until payment in full of the invoice. The risks shall, however, be transferred to the Purchaser immediately upon the conclusion of the contract.

Should the invoice not be paid in full by the due date, INDUSTRIAL LIFTING S.A. reserves the right to take back the goods, without the intervention of the courts. The Purchaser irrevocably authorises this. INDUSTRIAL LIFTING S.A. may retain advance payments to cover any losses upon resale. Should these goods remaining unpaid in whole or in part be resold to a third party, the amount due by the Purchaser resulting from this sale or the payment made shall be immediately transferred to INDUSTRIAL LIFTING S.A.

Article 8 – BILLING AND PAYMENT

Unless otherwise stipulated in writing by us, invoices are payable immediately at the registered office of INDUSTRIAL LIFTING S.A. Any invoice unpaid on the due date shall bear simple interest, ipso jure and without prior formal notice of default, calculated at the rate of 12% per annum and shall also be automatically increased by 15% of the amount of the invoice, with a minimum of € 50, as flat-rate compensation. Non-payment of an invoice on its due date shall render payable the outstanding balance on the account and confer upon INDUSTRIAL LIFTING S.A. the right to terminate or suspend all or part of the contract under way, without any formalities and subject to damages.

Article 9 - GUARANTEES - FINANCIAL SITUATION OF THE CLIENT

All clients must, throughout the period covered by the contractual relationship, have sufficient credit and guarantees to meet their obligations.

Should the credit of the Purchaser deteriorate, INDUSTRIAL LIFTING S.A. reserves the right, even after having partially fulfilled the contract, to require from the Purchaser the guarantees which it shall judge to be appropriate with a view to the proper fulfilment of the undertakings entered into and the continuation of future commercial relations. Refusal to comply with this shall give INDUSTRIAL LIFTING S.A. the right to terminate all or part of the contract. Should financial difficulties arise (judicial reorganisation proceedings, bankruptcy, liquidation), INDUSTRIAL LIFTING S.A. may terminate the contractual relationship, without damages, even in the event of partial fulfilment.

Article 10 - FORCE MAJEURE – UNFORESEEABLE EVENTS

Force majeure and compliance with mandatory regulations shall give INDUSTRIAL LIFTING S.A. the right to terminate in whole or in part any contract or order, or to suspend the fulfilment thereof, without prior notice or compensation. It is expressly stipulated that total or partial strikes in the factories of suppliers of INDUSTRIAL LIFTING S.A. or of INDUSTRIAL LIFTING S.A. shall be considered to constitute cases of force majeure. The occurrence of any unforeseeable event rendering the performance of INDUSTRIAL LIFTING S.A. disproportionate to that of the Purchaser shall give INDUSTRIAL LIFTING S.A. the right to terminate in whole or in part any contract or order, or to suspend the fulfilment thereof, without prior notice or compensation.

Article 11 – COMPLAINTS

Goods:

The goods and the equipment are sold as are. The Purchaser is responsible for checking that they comply with any regulations whatsoever. No guarantee is given in this respect by INDUSTRIAL LIFTING S.A. Any complaints other than those concerning hidden defects shall only be accepted if notification of the complaint is received within 8 days of delivery. If the goods have been manipulated or transformed, no complaints can be taken into consideration.

A complaint made by the Purchaser in the conditions and following the procedures set out in this article does not, however, suspend the Purchaser's obligation to pay for the goods concerned. As it is unaware of the final use to which goods delivered are to be put by the Purchaser, the liability of INDUSTRIAL LIFTING S.A. is strictly limited to the delivery of the contents of the purchase order of the Purchaser or the acknowledgement of receipt of the order.

Invoices:

Invoices issued by INDUSTRIAL LIFTING S.A. shall be considered to be approved by the Purchaser in the absence of any complaint within a period of 15 days as of the date of issue of the invoice.

Article 12 – WARRANTY

If goods are refused by the Purchaser for reasons of non-compliance or defects, and provided that the complaint is made in writing within the period stipulated in Article 11 or, in the event of a hidden defect, immediately after it appears, INDUSTRIAL LIFTING S.A. may choose between replacing the defective goods or parts and reimbursing the purchase price. The liability of INDUSTRIAL LIFTING S.A. is strictly limited solely to the replacement of defective parts. No other compensation may be claimed from the company by the Purchaser, who alone will bear all other harm suffered by itself or by a third party.

Article 13 – CANCELLATION

No cancellation of an order from the Purchaser shall be accepted without the written consent of INDUSTRIAL LIFTING S.A. This cancellation, should it take place, shall authorise INDUSTRIAL LIFTING S.A. to claim from the Purchaser compensation in proportion to the loss or damage suffered, without prejudice to any related costs.

Article 14 – WEBSITE AND PAPER CATALOGUE

The website, the paper catalogue, any other medium (prospectus, advertisements, instructions for use, etc.), and in particular the specific features of the products mentioned therein provide information for indicative purposes only and may be modified without prior notice. Consequently, this information is not binding on INDUSTRIAL LIFTING S.A., which declines any liability as regards the contents of the website and the paper catalogue.

Article 15 – INTELLECTUAL PROPERTY

All the documents handed over to the Purchaser remain the exclusive property of INDUSTRIAL LIFTING S.A., which alone holds the intellectual property rights to these documents, and must be returned to it upon request. The Purchaser undertakes not to make any use of these documents which may be likely to harm the industrial or intellectual rights of INDUSTRIAL LIFTING S.A. and undertakes not to disclose them to any third parties.

Article 16 – INVALIDITY

The invalidity of a clause in these TCS shall not affect the validity of the other provisions.

Article 17- DATA PROTECTION – GDPR

INDUSTRIAL LIFTING S.A. abides by the regulations on data protection.

Such data shall be used solely for purposes linked to the contractual relationship (delivery, invoicing, dossier follow-up) and retained for as long as is necessary to fulfil accounting and tax obligations. They shall not be passed on to third parties. You have the right to access, rectify and erase data and object to the processing of your data. You have the right to file a complaint with the competent authorities in the event of non-compliance with the Regulation. Any request related to this issue may usefully be addressed to info@ilsa.be. For more information, please consult our Data Protection / GDPR.

Article 18 – APPLICABLE LAW & COMPETENT COURT

These TCS are governed by the provisions of Belgian law. Should a dispute arise, the courts of Brussels shall have sole jurisdiction to hear this dispute.