

GENERAL TERMS AND CONDITIONS OF PURCHASE

Article 1 – SCOPE OF APPLICATION

These General Terms and Conditions of Purchase (hereinafter referred to as TCP) govern all orders and more generally, all contracts placed by INDUSTRIAL LIFTING S.A. (hereinafter referred to as 'the Purchaser'), to the exclusion of all previous documents and discussions and the General Terms and Conditions of the Supplier (or sub-contractor), including any clauses on payment, interest on arrears and penalties.

Article 2 – ESTABLISHMENT AND MODIFICATION OF THE CONTRACT

All orders and all order modifications must be laid down in writing, in a document duly signed by the authorised representatives of the Purchaser. The Purchaser shall not recognise verbal orders not confirmed in writing. The Supplier shall be obliged to return to the Purchaser, within a maximum period of 15 days, the acknowledgement of receipt of the purchase order signed as approved without reservation. The Purchaser shall be committed only after having received said acknowledgement of receipt. This document shall be sent to the address of the registered office of INDUSTRIAL LIFTING S.A. The acceptance shall apply automatically to the appendices referred to in the purchase order or attached thereto. Should the Purchaser fail to respond to reservations in the acknowledgement of receipt of the Order, this may not be interpreted as tacit agreement on its part to these reservations; the Supplier shall obtain the express consent of the Purchaser with regard to said reservations. The Purchaser must be informed of any reservations in writing within 15 days of the sending of the purchase order. They shall be set out expressly and in detail; comments referring to the terms and conditions of the Supplier or a general reference to these terms and conditions shall be deemed to be null and void. Once this period is over, the Order shall be considered to have been accepted without reservation. Should the Supplier fail to abide by this 15-day period, the Purchaser shall have the choice between cancelling the order by simple written notification and considering that all the terms and conditions of its order have been tacitly endorsed by the Supplier. Should steps be taken to begin fulfilment of the order before the acknowledgement of receipt is returned to the Purchaser, for example should an invoice be sent, work be performed or a service be provided, the Supplier shall be presumed to have tacitly and irrefutably accepted these TCP in full.

Article 3 – OBLIGATIONS OF THE SUPPLIER

The Supplier acknowledges that it is in possession of all the information needed for the perfect fulfilment of the order, having taken into account the difficulties that this implies and being capable of fulfilling it in accordance with good practices. The order includes the objects and/or work stipulated, as well as all that which is directly or indirectly related thereto, such that it shall be perfectly fulfilled and/or the supply shall be ready to use, with all the necessary or useful accessories, in accordance with its intended purpose and optimal use. The Supplier shall take all useful measures to ensure the perfect fulfilment of the order from every point of view, without interruption and within the deadlines stipulated. It shall formally refrain, in the event of a challenge brought for any reason whatsoever, from suspending its supplies, work or other fulfilment of its contractual obligations. More specifically, the Supplier shall ensure that it is in possession of all the authorisations, accreditations and registration required by its activity, pursuant in particular to the legislation on safety and quality control.

Article 4 – INDUSTRIAL PROPERTY

The Supplier guarantees that its supplies and the use of these supplies do not infringe any patent, brand, design or industrial model and more generally any right of industrial property or exclusive use which may be asserted by a third party. Should proceedings be brought against the Purchaser despite this guarantee, the Supplier shall bear all the costs or indemnities whatsoever, claimed from the Purchaser, all loss or damage which the Purchaser may suffer directly or indirectly during these proceedings, and the possible replacement of products or goods which the Purchaser may not be able to use further to a conviction.

Article 5 – DELIVERY TERM – NON-FULFILMENT OF THE ORDER

5.A. The delivery terms are strict and failure to abide by these terms shall constitute an essential breach of the order.

Any delay shall give the Purchaser the right, without the need for formal notice, to choose between cancelling all or part of the order by simple notification and obtaining supplies from elsewhere at the cost and risk of the Supplier or withholding, ipso jure, as a penalty clause, 15% of the total amount, with a minimum of € 250, and obtaining damages corresponding to the real harm suffered by the Purchaser.

5.B. Generally speaking, should the Supplier fail to fulfil all or part of its obligations, the Purchaser shall have the right, after formal notification and without the intervention of the courts, to compensate for the shortcoming of the Supplier, at the cost and risk of the latter, without prejudice to all damages due. This shall also apply should the Purchaser have serious reasons to fear that the Supplier is not fulfilling its obligations or a part of these obligations. The harm suffered by the Purchaser, which the Supplier shall be obliged to compensate, includes in particular staff unemployment and idling installations, loss of earnings, the compensation due to the client of the Purchaser, etc.

5.C. Should the Supplier experience financial difficulties (judicial reorganisation proceedings, bankruptcy, liquidation), the Purchaser shall have the right, without formal notice and without the intervention of the courts, to terminate the contract, the resultant costs being borne by the defaulting Supplier.

5.D. The Purchaser must be informed by recorded delivery within six calendar days of the occurrence, of any event or fact whatsoever likely to affect the fulfilment of the order, upon penalty of forfeiture.

5.E. In the event of the dissolution or suspension of the contract between the Purchaser and one of its own clients, further to a fact or event attributable to this client, the Purchaser shall have the right, by simple notification sent by recorded delivery and without the intervention of the courts, to terminate or suspend the order placed with the Supplier or to have any measure likely to avoid or limit the expenditure taken with due diligence. In this type of situation, the Supplier shall be paid on the basis of the loss that it shall actually have suffered, regarding which it shall provide proof.

Article 6 – SHIPPING

The object of the order shall be delivered to the place and in accordance with the instructions given in the order or specified at a later date. Unless otherwise stipulated in the order, the goods shall always be transported at the risk of the Supplier. The Supplier shall be responsible for measures that it has taken on site; it shall be deemed to have checked, within the limits of its specialist field, the measurements and plans that it has received from the Purchaser and must inform the latter immediately of any error or defect. The Supplier shall ensure that goods to be delivered are properly packaged. This packaging must not be damaged upon delivery.

Article 7 – TRANSFER OF OWNERSHIP – RECEIPT – APPROVAL

The Purchaser shall acquire ownership of the object of the order as and when the elements it comprises are identified or delivered to the agreed place. The Supplier shall bear the risks of its supplies until they have been approved. Taking possession of the object of the order may not constitute approval. Unless otherwise indicated, approval is undertaken by the Purchaser at the address at which the supplies are to be delivered or the work carried out. The Purchaser reserves the right, at the cost and risk of the Supplier, to return any goods or equipment that do not comply with the specifications of the order, without prejudice to the right to claim damages. It is further understood that quantitative acceptance by the staff of the Purchaser shall not constitute qualitative acceptance, which alone comprises approval of the supplies and transfer of the risk and determines the booking of invoices.

Article 8 – PRICES – BILLING – PAYMENTS

Unless otherwise stipulated in the order, the prices are firm and non-revisable. The invoices shall not, under any circumstances, be provided at the time of delivery, the performance of work or the provision of services.

One single invoice shall be drawn up per purchase order. The invoices from the Supplier must include the number and full imputation of the purchase order and shall preferably be sent by e-mail to the address invoice@ilsa.be as a PDF file or by post to the address of the place of business (1600 SINT-PIETERS-LEEUEW (BELGIUM), Oudstrijdersstraat 31). Barring specific stipulations when the order is placed, payment shall be made 60 days as of the end of the month of the date of receipt of the invoice, but in any case after approval of all supplies and of the invoice. In the event of payment within 10 days of the date of receipt of the invoice, the Purchaser shall have the right to demand a discount of 3% on the amount of this invoice. In the event of late payment, the interest shall be calculated in accordance with the law of 2 August 2002 concerning the fight against late payment in commercial transactions, without any additional penal clause. The Supplier may not draw a bill on the company of the Purchaser without the agreement of the Purchaser. Payment shall not entail a waiver of the rights which the Purchaser may assert against the Supplier, in particular as regards penalties for delay or contractual non-performance.

Article 9 – LIABILITY

The Supplier shall bear sole liability for all the consequences, of whatsoever nature, of a lack of quality or other defect to which the goods delivered may give rise, unless it can prove deceit or serious misconduct on the part of the Purchaser.

Article 10 – COMPENSATION

Should the Supplier fail to fulfil one of its obligations, the Purchaser shall be authorised to consider all its debts and any claims against this Supplier to be a single contractual undertaking. Consequently, the Purchaser shall be entitled not only to temporarily withhold payment of invoices sent to it by this Supplier, but also to engage in offsetting with its own claims on this Supplier.

Article 11 – PERSONAL DATA PROCESSING

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.

Article 12 – INVALIDITY

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

Article 13 – APPLICABLE LAW & COMPETENT COURTS

These TCP are governed by the provisions of Belgian law. In the event of a challenge, the courts of Brussels shall have sole jurisdiction to hear the dispute.

For more information, please consult our Data Protection / GDPR.