

**ALGEMENE VOORWAARDEN - Matco nv**  
**General Conditions (E) - Conditions Générales (F) - Allgemeine Bedingungen (D)**

(E) The buyer is supposed to be aware of our general conditions and to accept the same. English version available on demand.

(F) Nos conditions générales sont assujettissantes pour l'acheteur. Version française sur demande.

(D) Unsere allgemeine Bedingungen sind bindend für den Käufer. Eine deutsche Fassung ist auf Anfrage erhältlich.

1. On our part, our offers are non-binding in case of stock depletion, article elimination, or price modification. The specifications and quotations are based on the current valid values of wages and materials. In case the latter are changed, we retain the right to adjust the prices in a proportionate manner.
2. The orders accepted by our representative are only binding after our written order confirmation.
3. In case of annulment of the order, the buyer is liable for a set compensation amounting to 20% of the order price.
4. The delivery terms are only provided informatively, and are not binding upon the seller. Delay of the delivery does not result in any compensation right, nor in the right to terminate the agreement.
5. The goods shall be deemed to have been definitively accepted upon their receipt. In case of hidden defects, any objection must - under penalty of invalidity - be entered by registered mail within eight days after receipt. Our indemnification obligation regarding defects of supplied goods is limited to our suppliers.
6. In case of damages or second-choice products, no complaint shall be accepted after delivery.
7. Any complaint on delivery must be received by us within eight days after delivery, and certainly before the use or resale of the products.
8. The products shall be sent at the risk of the buyer. Except as otherwise provided, all transport costs are to the account of the buyer.
9. If the buyer does not collect the goods on the communicated date, we retain the right to consider the agreement as terminated, after expiry of a fifteen days' term, and this without prior notice.
10. In anticipation of delivery or collection, the storage of the goods shall be at the risk of the buyer.
11. In case we are not capable to execute the agreement due to force majeure, strike, lock-out, etc., we retain the right to terminate the agreement and no compensation can be claimed.
12. The products remain the property of the seller until full payment of the price. All risks will be borne by the buyer. The paid advances remain with the seller for compensation of possible losses in resale.
13. Any objection against an invoice must be sent in writing within eight days after invoice date. Always indicate the date and the number of the invoice.
14. Save any other written stipulation, all invoices are due within one month after the invoice date.
15. In case of non-payment of the invoice before the due date, accrued interests of 1.5% per month of the invoice amount shall automatically and without prior notice be due as from the expiry date. Moreover, a set compensation of 15% of the invoice amount (with a minimum of € 50.00) shall automatically and without prior notice be due as a compensation clause.  
In case of non-payment of one single invoice on the due date, the due balance of all other invoices, including those not yet expired, shall be immediately claimable.
16. When a buyer neglects to implement his/her commitments, or in case of bankruptcy, or obvious insolvency of the buyer, or with any modification of the buyer's legal situation, the agreement can automatically and without prior notice be considered as terminated, without prejudice to the seller's rights to all compensations and interests.
17. If the seller's trust in the buyer's creditworthiness is betrayed by acts of judicial execution against the buyer and/or other identifiable events that question and/or render impossible the trust in the proper execution of the commitments accepted by the buyer, the buyer retains the right - even if the goods were all or partially sent - to suspend all or part of the order, and to demand the desired securities from the buyer. If the buyer refuses to respond, or if he/she does not immediately comply with it, the seller retains the right to cancel all or part of the order. All of this without prejudice to the seller's rights to all compensations and interests.
18. Any dispute concerning the agreement shall exclusively be settled by the courts of the district of Courtrai (B), or by any other court chosen by the seller.