



GENERAL CONTRACTUAL CONDITIONS

1.

It is expressly agreed that the transfer of an order implies the unconditional acceptance of these general terms and conditions of MARISAN, and that any provision or reservation added to the order form, which would contradict these general conditions or add a new element to it, will not be recognized by MARISAN, unless MARISAN has sent a written confirmation in advance.

2.

MARISAN can only legally be bound by a document signed by its statutory or statutory body authorized to represent it, as published in the Appendices to the Belgian Official Gazette, or by a special proxy holder who has submitted a written power of attorney.

3.

The delivery and delivery terms stated by MARISAN are purely indicative and do not bind it. Delays in the delivery can never give rise to delay penalties or compensation by MARISAN, nor to dissolution of the agreement. A delivery of more or less than 10% of the goods sold, as well as slight deviations in quality and execution are expressly permitted. Every delivery takes place EX-WORKS (EXW) INCOTERMS 2010.

4.

If the customer breaks or cancels the agreement for whatever reason, the customer is liable for a fixed compensation of 25% of the quotation/agreement and this without prejudice to the compensation by the customer of the works, deliveries and/or purchases already made by MARISAN. were carried out within the framework of the agreement.

5.

MARISAN cannot be held liable for force majeure or unforeseen circumstances (imprevision), which make the execution of the agreement impossible or considerably aggravate in the agreed conditions. In such a case, MARISAN determines, and exclusively they, whether the agreement will be dissolved or its execution postponed, without this giving rise to any compensation.

MARISAN is in no way responsible for infringements against industrial and intellectual property rights that belong to third parties. It is the customer who guarantees that, when giving an order, he has the necessary rights and does everything necessary to obtain the necessary authorizations and licenses to have the order executed.

6.

Complaints must be made known to MARISAN within 5 days after receipt of the goods by registered letter to be valid. Complaints do not give the customer the right to regard the contract as dissolved, or to suspend or postpone the payment in full or in part. The customer waives the non-execution exception.

7.

Payment is made by transfer to account number IBAN BE53 4445 6365 4153 of MARISAN. Unless otherwise agreed, invoices are payable in cash at Merelbeke without discount. If the invoice amounts are not on the aforementioned account number at the latest on the due date of the invoice, it is expressly agreed that from the due date of the invoice without notice of default, a conventional interest of 10% is payable to MARISAN on the invoice amount. Moreover, in the event of non-payment on the due date of the invoice, a conventional compensation of 10% of the integral invoice amount is due without proof of default, subject to proof of additional costs and with a minimum of 200 euros.

By non-payment of one invoice on its due date, all amounts due by the customer, including all outstanding invoices, are immediately due and payable. All collection costs are solely at the expense of the customer.



Notwithstanding Article 1583 of the Civil Code, all goods of MARISAN are subject to a retention of title, which will only lapse if the goods have been fully paid for by the customer. The customer must do everything necessary to guarantee the execution of this clause of retention of title. In addition, MARISAN has the right to invoke its right of retention at any time.

8.

If the customer does not fully or partially fulfil one of his obligations, MARISAN is entitled to terminate the agreement for the part of the order form that has not yet been delivered, and / or the part thereof that has not yet been paid. In this case, the customer will owe MARISAN a lump sum compensation equal to 25% of the price of the agreement. MARISAN also has the same right of dissolution if the customer finds himself in one of the following cases: bankruptcy, application for a procedure as included in Book X of the W.E.R., liquidation or analogous procedure on behalf of the customer. In all cases where the customer fails to meet one of his obligations (in the broadest sense of the word), MARISAN reserves the right to suspend delivery subject to any other recourse and compensation.

9.

MARISAN is not liable for hidden defects in the event of deviant, abnormal or incorrect use of the goods sold, as well as if the customer (or third parties) have made changes to the goods sold.

The responsibility of MARISAN for any hidden defects is strictly limited to one month after the delivery of the goods sold and to the mere repair of the goods sold. The liability of MARISAN is limited to what is covered by an insurance policy if appropriate. If the claim is not covered by insurance, the liability of MARISAN is always limited to a maximum of the nominal amount of the relevant invoice from MARISAN (excl. VAT).

10.

MARISAN undertakes to treat the personal data provided to it with strict confidentiality and not to release it to anyone unless this is necessary for the implementation of the agreements concluded with it and unless for the fulfilment of the legal obligations imposed on MARISAN. The customer has the right to consult the personal data stored and processed by MARISAN and, if necessary, to have them corrected or to request their removal. The customer can obtain additional information on data processing and protection from the Belgian data protection supervisory authority at 1000 Brussels, Drukpersstraat 35.

11.

For all possible disputes between MARISAN and its contractors, only the courts of Ghent, Ghent department are competent. Only Belgian law applies to the agreements with MARISAN, including the provisions of the Vienna Sales Convention.