



General Sales conditions

1. **Applicability**

- Every agreement is managed by the here below conditions that takes legally over customer's purchase conditions unless a specific written agreement between the parties.

2. **Offers**

- The text in our offers takes over these **General Sales Conditions**
- Our offers and prices are not binding us.
- Orders executed without prior written customer agreement will be charged at a price fixed at the day of delivery.
- The sale prices will be increased by common laws with any taxes imposed by the authorities.

3. **Breach of Contract**

- Any unilateral cancelation or breach of contract by the customer or purchaser will open the right to an indemnity amounting to 10% of the total value of the contract. On top of that indemnity all incurred costs for studies, raw material and work in progress will be charged to the customer or purchaser.

4. **Sketches and drawings**

- Any data included in catalogues, advertising and list prices are only indicative.
- Drawings and technical descriptions, based on which a partial or complete fabrication is possible, sent before or after a contractual agreement, remain the sole property of the vendor.
- Without prior written agreement, they can't be used, copied, multiplied, forwarded or given to 3rd parties by the customer.
- The customer who provides us with plans or drawings certify that he has all the intellectual properties or rights in order for **Peruweld SA** to use them freely. The customer will indemnify **Peruweld SA** for any legal action undertaken by any 3rd party for breaches of intellectual property or rights on the plans and drawing provided

5. **Deadlines**

- The delivery deadlines specified in our offers are not binding.
- Eventual delays cannot force a contract breach and/or open rights to indemnities.
- Any change to the initial order will automatically cancel the initial agreed delivery dates.

6. **Packing and transports**

- Packing costs are not included in our offer and will be charges separately.
- Regardless the type of expediting and the delivery location, the goods always travel at the recipients' risks as from the exit of our workshop. At that point in time the risk's transfer occurs.

7. **Responsibility**

- The responsibility and risks to the goods are transferred to the customer as from the signing of the contract. However the goods remain the property of **Peruweld SA** until full payment of our invoices.

8. **Guarantee**

- It is the customer responsibility to provide **Peruweld Sa** with all the required data allowing the construction's study, amongst others the dimensions, the purpose of the construction, the physical and chemical properties of it's content. On basis of the correctness of these data, **Peruweld SA** guarantees for one year as from the delivery date all material and construction.

- Defects to goods purchased to 3rd parties by **Peruweld SA** will be guaranteed only if our supplier or producer of the good recognises himself the defects.
- The guarantee is solely limited to the free replacement or to reparations of defects.
- Transport and/or custom rights of material for reparations remains at the charge of the customer.
- The guarantee is cancelled if the good is used for another purpose than for what it is designed as from the customer original information.
- Are also excluded from the guarantee all defects providing from a normal wear and tear, abnormal treatment, cleaning or maintenance, any transformation or reparation not realized by **Peruweld SA**.
- The guarantee is also cancelled in case of non-payment or non-compliance with our payment conditions.
- Trials to the materials or constructions remains will be borne by the customer.

9. **Payment conditions**

- Our invoices are immediately payable without any discount.
- Any unpaid amount at the payment deadline will produce, without the need for any formal notice and from the deadline date, an interest at a rate of 1.5 % per month of delay.
- All costs linked to the recovery of unpaid amounts via a legal or specialized body will be charged to the customer.
- We reserve the right to make compensation between amounts due to us and amounts due by us.

10. **Contestations**

- As long as the acceptance of the good is not formalised in writing, any complaints for non-conformity or defects have to be done by registered letter within the height days of the delivery and in any case before the entry into service or the re-sale of the good.
- Any complaints linked to the content or statement of our invoices has to be done by registered letter within the height days of the invoice date.
- To use the concept of hidden defect all the Belgian legal conditions must be met. As from the article 1648 of the code civil the delay for hidden defect is limited to 6 months after the delivery or the end of works. Any transformation and/or reparation by the customer or a 3rd party, or the resale of the goods will automatically cancel the right to hidden defects. In any case a call to hidden defect cannot stop the payment of our invoices.

11. **Courts**

- In case of litigation, only the court of **Tournai** are competent. For any litigation arising from text's interpretation the French version is taking over any other.