

General Sales, Delivery and Payment conditions of Keestrack NV

1. The conditions with regard to purchase/sale, delivery and payment mentioned below are applicable to all transactions with Keestrack NV. Agreements which differ from these conditions can only be binding if they are approved in writing and will only be binding for the transaction to which they apply.
2. All agreements made by the representatives of Keestrack NV, whether orally or in writing, are solely binding when confirmed in writing by Keestrack NV. Every annulment of an order needs to happen in writing. When an annulment occurs, Keestrack NV holds the right to demand damage claim to the amount of minimum 20% of the agreed sales price.
3. Any quotation and price from Keestrack NV, including those mentioned in the catalogues and price brochures, are solely for informative purposes and have no binding nature of any kind.

The period of validity applicable to quotations, proposals and price indications has only a maximum of thirty (30) days, unless otherwise indicated in writing by Keestrack NV.

When, after closing of a deal with Keestrack NV, changes occur in prices of goods being purchased by Keestrack NV, whether due to higher wages, or changes in exchange rate, or any other reason, Keestrack NV can adjust her pricing to reflect the changes with mentioning of the reason. In this case the new price as mentioned on the front of the invoice will be valid.

4. The goods will be delivered as defined on the order form or the front of the invoice. All prices include packing but exclude VAT unless otherwise explicitly agreed upon. Conditions that apply to delivery, special transport, express transport and any other form of transport costs will be billed according to the conditions that apply at the time of delivery.
5. Goods will be delivered on the agreed upon time and place, keeping in mind the usual tolerances specific to the industry, or in case of default a new time and place of the delivery, in the workshop, warehouse or depot. Deliveries are always the sole responsibility of the buyer, who needs to be insured against any possible accidental damages. The buyer is responsible for the insurance coverage of the goods, whichever mode of transfer of the ordered goods, even when and if Keestrack NV organises the transport and the sending out of any goods. Any change to this agreement will only apply to the form and terms of transport, without deviating from the principle of risk transfer.
6. The time of delivery that is put forward by Keestrack NV solely has an indicative purpose and is, as a result, without any guarantee nor commitment. No claims for damages, fines or cancellation of the agreement can be put forward due to a late delivery. Deliveries that fall outside the stated time period can solely cause a full or partial cancellation of the order if mutually agreed upon. All cases of force majeure (including work strikes, blockades, work-to-rule, orders of the government, non-compliance of a commitment by a supplier, ...) render the commitment of Keestrack NV against the buyer void. If the delivery following the agreed upon terms becomes infeasible, Keestrack NV can cancel the agreement without the buyer being entitled to any damage claims.
7. Keestrack NV does not accept any contractual or legal responsibility for loss or damage, whatever form it may occur in, caused by shortcomings or impediment in the material or implementation, with the exception to intentional or serious misconduct. Keestrack NV is in these cases prepared to act by subrogation in any claims which the buyer might have against the suppliers of Keestrack NV.
8. The buyer should accept and check the goods immediately on delivery. Valid complaints must be sent by registered mail and within 8 days after the acceptance of the goods.
9. In case of a profound and verifiable concealed default, the liability of Keestrack NV will be contractually limited to replacing the faulty part with exclusion of any other kind of compensation.

10. Unless otherwise agreed upon in writing, all invoices are payable within 10 days after invoice date. The amount on the invoice should be paid net. All bank charges are at the expense of the buyer.
Invoices not paid on the expiry date will be legally and without formal notice increased with a standard compensation rate of 10% with a minimum of 50€.
In addition to this compensation, the buyer is also obligated to, legally and without formal notice, pay the interest of 12% per annum unless the statutory interest is higher than 12%, in which case the statutory interest applicable at that time will be charged.
11. Every delay in payment consents Keestrack NV to suspend any current order which has not yet been executed, and, at the same time, makes all open invoices, even non-expired, instantaneously legally payable.
12. Keestrack NV retains the property rights of all the delivered goods until full payment of the main sum, costs and interests has taken place. Any type of ownership can only be transferred after full payment is received. The buyer is obligated to return any non-paid goods on the first request and give the individual designated by Keestrack NV, for now and for then, the permission to enter the area in which the goods are kept and to take them back.
13. All existing and future taxes on the value of the goods that are the subject of the agreement will be charged to the buyer. They inform us of the owed tax amount on their own responsibility.
14. All invoices from Keestrack NV are to be paid in the indicated currency. When the payment is done in a different currency, the conversion will be calculated with regards to the highest rate, either at the rate of the invoice date or the date of payment.
15. In case of disputes, only courts in the jurisdiction of Keestrack NV head office are authorised.
16. Unless the buyer explicitly, with a separate document in writing, and before the closing of the agreement, contests the sales, delivery and payment conditions of Keestrack NV, he will have agreed with these conditions, regardless of his own purchase conditions.