

GENERAL TERMS OF SALE

1. General
Except for explicit departures which are determined in writing, the provisions below apply to all our sales agreements and agreements which apply to the services we perform. By ordering, the buyer declares that he accepts these conditions.
2. Offers
Our offers are free of engagement and not binding. Any agreement or promise which was made by intermediaries, either representatives, salesmen, agents et al does not commit us to anything, unless those agreements or promises have been confirmed by us in writing.
3. Prices
All our sales prices are net, VAT exclusive and expressed in Euro. The prices apply as they are mentioned in our written order confirmation, unless the seller is forced to adjust them to the evolution of his variable and/or fixed costs or due to a change in the market and price conditions. In such a case, a new price applies as mentioned on the front page of the invoice. Except for any provisions stating otherwise, the goods are sold neither installed, nor connected, the accessories for the placement, connection or initial starting are not included. The goods are charged upon departure ex works, unwrapped, uninsured, freight, taxes and costs not included.
4. Delivery time
Delivery times are only indicative and not binding. Delays in delivery do not entitle the buyer to refuse the goods for delivery, or to cancel the deal, to demand compensation or to dissolve the sales agreement.
5. Force majeure
When we are not able to carry out the agreement, due to a force majeure, a strike, lock-out and the like, we reserve the right either to delay the implementation of the agreement as long as those circumstances last, or to terminate the agreement by means of a written announcement to the consumers, without enabling them to demand any compensation.
6. Payment
Unless stipulated otherwise in writing, all invoices of Blue1 are to be paid in cash without deducting any discount, at the address of the branch where the invoice was issued or where the delivery took place. In default of payment, the amount due is increased automatically by a fixed and undiminished compensation which equals 20% of the amount due, with a minimum of 200 Euro, without the need of a proof of default. In addition, a conventional interest on arrears of 1% per month or 12% per year will be charged on top of the amount due, without a prior proof of default.
As long as the goods have not been paid completely, interests and costs included, they remain the property of Blue1, while any risk however is passed on to the buyer.
7. Delivery
Deliveries and collections are to take place solely in the company's premises. As soon as the goods are supplied, the customer assumes the risks involved.
8. Complaints
Written complaints only are accepted when they are reported within 3 days after the delivery. As for the quality of the products supplied, our liability, provided that we acknowledge it, is limited to the repair or replacement of the goods (except for any indirect damage). Any liability as a result of personal accidents and/or the damaging of objects, machines, installations and buildings, and any request for a compensation with a professional character, due to an incorrect delivery or a lack of conformity of the goods supplied, can lead to the payment of a reasonable compensation which at the very most does not exceed the invoice value of the goods supplied, or can lead to the collection of the supplied goods at purchase price or to their replacement.
9. Cancellation
Blue1 reserves the right to both refuse an order and to terminate its execution due to reasons of her own. In that case, the buyer or client cannot claim any compensation and the order will be cancelled. However, the part of the work which had already been carried out or the goods which had already been supplied will be invoiced anyway.
Any cancellation of the order by the buyer is to be confirmed in writing. It is only valid provided that Blue1 has accepted this cancellation in writing. Should the buyer cancel his order, he is indebted to pay a fixed compensation of 50% of the price of the order. This compensation covers for the fixed and variable costs and any loss of earnings. Nonetheless, Blue1 reserves the right to prove the real suffered damages and to recover those from the buyer.

10. Guarantees
Should the seller's confidence in the creditworthiness of the buyer be shaken by legal proceedings against the buyer and/or other demonstrable events which make it difficult and/or impossible to trust in a good performance of the commitments that the buyer entered into, the seller reserves the right to demand respective guarantees. If the buyer refuses to comply, then the seller reserves the right to cancel the entire order or part of it, even if the goods have already been supplied completely or partially. In that case, the compensation will be the amount due as described in article 9.
11. Arguments
All arguments between the parties are subject to the exclusive jurisdiction of the courts of the area where the seller's head office is located, even if there is plurality among the defendants of incidental demands or if it involves a claim for an intervention or guarantee. No circumstance (such as free deliveries, the drawing and/or acceptance of bills of credit or other salable documents, the delivery of a receipt, the acceptance of a certain arrangement etc.) implies a debt renewal or composes a departure from this clause for the determination of the jurisdiction or of the other sales conditions.
12. Warranty
Our warranty is subject to the customer's execution of his own obligations. For the new material, the warranty is restricted to the warranty issued by the partnership's own suppliers, with a maximum of 6 months, starting from the delivery date, and applies to all faults concerning the construction and raw materials. The warranty terms are only valid when defects or deficiencies cannot be attributed to normal wear and tear, to a lack of maintenance or cleaning, to an inappropriate lubrication, an incorrect disassembly or re-assembly, or an abnormal usage and provided that the damages are not due to evil intent, negligence, overload, the presence of foreign elements in the mechanisms or to forces majeure such as fire, moisture, frost etc.
The warranty of the seller is explicitly limited to the replacement within the shortest possible time of the defect parts, provided that prior to the replacement, the manufacturer acknowledges a fault in the raw material or in the construction of the material manufactured by him. The relocation costs and wages are always charged to the customer.
The costs of the dispatchment of the goods to our workshops or to those of our suppliers and their return, are always charged to the customer. Blue1 never assumes costs for the direct or indirect damages which result from a fault in the raw material or the construction, regardless if those whether or not lead to an implementation of the warranty. The seller renounces any demand as to that. On no account, does the enforcement of the guarantee extend the warranty period

GENERAL TERMS OF PURCHASE

1. By accepting our order, the supplier consents with both our general and our special purchase terms. Therefore, our purchase terms rule out all other terms which are mentioned by the supplier on letters, invoices or any other documents, even if such papers are sent to us after our order.
2. The goods ordered only become our property, as soon as they are in our possession and are accepted by us. Until that time, the supplier bears the risk.
3. Every delivery which is not executed as a result of an order form or letter from our company, signed by a trustee whom our partnership authorized to do so, shall not be accepted.
4. Every delivery must be accompanied by a packing list, which mentions the full number of our purchase order and any outstanding balance which still needs to be supplied. Prices or special terms are not to be mentioned on this packing list.
5. The supplier pledges himself to send us an order confirmation for every order within 5 working days. If he fails to do so, we assume that the supplier tacitly agrees with our conditions.
6. All deliveries are to be executed free of charge and without any extra costs for the packaging and need to be supplied at the destination and at the dates according to the instructions as communicated to the supplier on the order form or on a document issued at a later stage. The receipt, control and acceptance of the goods shall always take place in our warehouses. Only the quality, the finishing, the quantity and weight as determined there, shall be accepted.

7. Every delivery rejected by us shall, as long as it has not been refunded, remain in our warehouses without us assuming any responsibility for the disappearance or damaging of the goods, incurred during this storage. Blue1 will return the refused delivery to the supplier at his expense and at his own risk.
8. Should the delivery not comply with the conditions stipulated, then we reserve the right to cancel that part of the order which had not yet been implemented, including the respective prototype costs, whether or not those had already been paid.
9. Should the delivery time not be respected, then Blue1 will, only due to the expiry of the delivery time and without any reminder or proof of default, choose to:
 - a) Either cancel the order by a simple notification.
 - b) Or demand for every week of delay a fine of 5% on the total price of the invoice, which shall be deducted as of right from the invoice amount.
 - c) Or have the order cancelled three days after our notification per registered letter, and the order of the goods which were not delivered in time, will be placed with another supplier. In that case, the supplier who failed to deliver in time shall, as of right, owe us a fixed compensation of 20% of the price of the cancelled order after those three days have passed.
10. Should the goods get lost during the transport, be it by a force majeure or by accident, then the supplier is expected nonetheless to execute the order in the shortest possible time and at the same conditions as the original order. If we cannot agree to the extra delivery time, then the order will be cancelled by a simple notification.
11. The supplier guarantees that the material is completely suited for the usage for which it is destined and that he has full knowledge of this usage. In addition, the supplier guarantees that all the material which belongs to his delivery, the material from the subcontractors included, does not have any flaws as for construction and raw materials and all premature or abnormal wear and tear.
12. All invoices must be sent to us in duplicate within five days after the delivery. They need to mention the date and full number of the order form and of the packing list. For foreign suppliers, the invoice needs to be sent in quadruplicate, on the dispatchment date at the very latest.
13. Our payments will be carried out, either cash within 14 days, with a 3% discount, or 30 days end of month after receipt of the invoice, or according to other explicit prior agreements.
14. The invoice issued according to article 12, yet received after the fifth day of the month following the month when the goods were supplied, shall be settled with one month's delay.
15. We reserve the right to suspend the payments should there be a delay in deliveries, without prejudice to our rights on compensation.
16. The supplier explicitly commits himself not to hand over any drawing, model or mould designed and supplied by us to whoever, or to submit them to anyone's inspection. Moreover, he will not deliver or sell any product which is fabricated on the basis of such drawings, models or moulds. Both violations are on penalty of a fine. We can demand the immediate return of moulds which were paid by us.
In addition, it is forbidden for suppliers, unless stated otherwise in written agreements, to offer his products directly to Blue1's customers. When this rule is breached, Blue1 is entitled to demand a compensation from the supplier to the amount of the retail prices of the products delivered to her customers.
17. Moreover, the supplier is to safeguard us against any risk stemming from proceedings which are instituted against him or us in Belgium or abroad, due to an imitation of drawings or products. All damages for Blue1 which might result from similar prosecutions, shall be assumed by the supplier.
Arguments regarding agreements made with our partnership, where the supplier acts as both a claimant and a defendant, are subject to the exclusive jurisdiction of the courts of the area where the buyer's head office is located.