

*General Sales Terms. VDM International sprl – TransEuroGift*

1. All our sales are concluded on the following conditions from which can only be departed by express and written agreements, and with the formal exclusion of those of our contractors.

2. Any case of force majeure releases us from any obligation towards the buyer.

By force majeure, are understood any unexpected circumstances, independent of our actions, including the late or defective delivery by one of our suppliers, which modifies the conditions and terms of the delivery, including the latest possible delivery date and the price.

If delivery is impossible on the agreed terms and conditions, we reserve the right to cancel the supply without the buyer being able to claim any compensation.

3. All our invoices and goods are payable on a cash basis in Brussels.

4. Each late payment shall oblige the buyer ipso jure and without formal notice to pay an interest of 7% a year in addition to possible compensation and interest.

5. In case of non-payment by the expiration date and after a formal notice by registered letter, the amount of the invoice shall be increased by 12% as a penalty with a minimum of €125 per invoice, without prejudice to court and administration expenses.

6. Any complaint must reach us by registered letter within eight days from delivery of the goods or services.

7. Late deliveries shall not lead to compensation.

For special orders:

Our lead times are only given as a guideline and shall only start being effective when all components of the order are confirmed in writing.

By components of the order is understood:

An order confirmation duly signed by the buyer on our letterhead.

The delivery of comprehensible and well-defined technical elements (plans, drawings, colour definition by the PMS system, dimensions, tolerances, etc.)

In the case of a delivery on computer support, its format must be approved in advance by the buyer.

If so specified in the order, a down payment of 30% of the total order amount.

If so specified by the buyer and agreed upon with the vendor's supplier.

If so specified by the buyer and only in that case, a production sample shall be submitted to the buyer for approval before delivery or loading.

The deadline for correspondence and modifications brought about by the buyer during production can be components of a delivery that do not match the initially agreed contractual date without this involving the vendor's liability.

8. The delivered goods remain our property until full payment of our invoices.

Nevertheless, risks shall be immediately charged to the buyer, who shall have to cover them immediately, whatever the method of transport chosen or the conditions, even if we are responsible for organising transport and shipment.

Any mention or agreement in conflict with this principle shall only apply to cost and method of transport without going against the principle of immediate transfer of risks.

Any late payment shall authorise the vendor to cancel the sale by simple letter and to take back the goods.

9. The return of goods shall always be subject to the previous, written agreement by the vendor, no goods having undergone any kind of alteration shall be taken back.

10. Given the technical specificity inherent to certain categories of goods ordered, it is admitted that each order can be subject to a margin of error of approximately 5% and a qualitative fault margin of 5% without the buyer being able to file a complaint or obtain a discount on the invoice, or to claim any kind of compensation.

12. In case of unjustified, non-respect of our obligations, we shall be liable towards the customer for a fixed compensation of €12 a day, from the date the customer sends a formal notice by registered letter, with however, a maximum of 5% of the invoice price excl. taxes, nonetheless, without this amount exceeding €2,500.

By accepting our sales terms the instructing party accepts in any case that we may resell goods refused in liquidation even if these goods carry the brand or logos of the instructing party.

13. Only the Courts of Brussels ruling in compliance with Belgian law are competent. (District Court 1st canton).