1.1 Three Terms and Conditions apply to all offers made by or on behalf of the contractor. Any changes to these agreements that may result from them, are subject to the prospectus and the tender documents.
1.2 The tender member using these Terms and Conditions must consider them to bind him to the extent that he has not made, by the time he signs the tender, a special condition, or has written a declaration that he does not wish to be bound by the terms and Conditions and the provisions of the previously mentioned prospectus and document.

2.1 Unless otherwise agreed, the contractor retains the ownership of all materials supplied, except for materials and goods ordered at the request of the client, as it needs to perform the assignment under such circumstances.

3.1 The contractor shall be paid for the delivery period and/or performance period by such period. The prices quoted in the tender document are exclusive of all other expenses incurred in connection with the performance of the assignment.

4.1 The client is required to pay all costs incurred by the contractor in the performance of the assignment. The contractor undertakes in respect of the client to ensure that he provides an immediate payable penalty of €25,000.00 for each breach of this provision. This penalty may be claimed in addition to damages that the contractor may have already suffered.

5.1 Article 5: Advice and information provided. The parties will not be entitled to compensation for damages that result from a delay if the contractor has been paid, upon the request of the client, for the advice and information provided by or on behalf of the contractor.

6.1 Scope of the work. The contractor will not be held liable to the client for losses or damages suffered or to be suffered as a result of suspension or termination.

7.1 The contractor has a right of pledge and a right of retention of title. The contractor is entitled to suspend performance of its obligations or perform them in a different manner, if the client does not meet its obligations under any agreement subsequently concluded between the contractor and the client.

8.1 Payment will be made at the contractor’s place of establishment, in accordance with the terms and conditions of sale, in cash or in the service desk.

9.1 The contractor will retain ownership of any goods delivered that are subject to retention of title. As long the goods delivered are subject to retention of title, the contractor is entitled to the proceeds of sale of such goods.

10.1 The contractor does not bear the expense of: a. claims, loss or damage and the cost of loss or damage and the cost of processing again.

11.1 The client bears the expense of: a. return travel andor transportation costs.

12.1 Article 12: Complaints. The contractor will retain ownership of any goods delivered.

13.1 Article 13: Transfer of title.

14.1 Article 14: Payment. The client agrees and accepts that, upon the delivery of the goods, it shall be bound by the terms of the contract of sale, unless it notifies the contractor within fourteen days of the date it deliver the goods, that it does not accept the terms of the contract of sale.

15.1 Article 15: Warranty and other rights. The contractor may invoke a defect in performance if it believes that the goods no longer conform to any of the characteristics specified in the contract of sale, or if it believes that the goods are for a particular purpose or suit a particular need, which are not apparent from the nature of the goods.

16.1 Article 16: Complaints. The contractor has a right of pledge and a right of retention of title. The contractor is entitled to suspend performance of its obligations or perform them in a different manner, if the client does not meet its obligations under any agreement subsequently concluded between the contractor and the client.

17.1 Article 17: Right of inspection and repair of goods of the client. The contractor has a right of pledge and a right of retention of title. The contractor is entitled to suspend performance of its obligations or perform them in a different manner, if the client does not meet its obligations under any agreement subsequently concluded between the contractor and the client.

18.1 Article 18: Payment.

19.1 Article 19: Lien. The contractor may deviate from this rule of jurisdiction and a jurisdiction clause in favour of the Belgian courts.

20.1 Title to the goods to be exchanged remains with the client until it has consequently delivered within time of the date of delivery. The contractor may take possession of the goods delivered. The client will lend its full cooperation to this end. The contractor may take possession of all the goods unavailable if it is held to be an impossible or unlawful object of assignment.

21.1 The client is required to pay all costs incurred by the contractor in the performance of the assignment. The contractor undertakes in respect of the client to ensure that he provides an immediate payable penalty of €25,000.00 for each breach of this provision. This penalty may be claimed in addition to damages that the contractor may have already suffered.

22.1 Article 22: Right to terminate. The client shall be entitled to terminate the agreement if the contractor: a. is in breach of contract; b. is insolvent; c. has declared it to be insolvent; d. is placed under guarantee of creditors, is placed under bankruptcy, is placed under insolvency.