

General Terms of Sale

1. The General Terms of Sale shall arrange the rights and duties of partners of the contract. It is the Customer responsibility to provide all relevant and necessary information to conduct a legal business relation and to update this on a regular basis. Extrim cannot be held responsible for any missing or faulty information provided by the customer. All other conditions not included in these General Terms of Sale will be held according to Belgian law.
2. In order to commit our firm every order must be confirmed in our office. Offers are basically not binding. An agreement between Extrim and the customer is not reached until the receipt of Extrim's written order confirmation is obtained by the customer. The content of the agreement is defined by written order confirmation and the General Terms of Sale agreed. Order from the customer can be delivered by mail, by e-mail, by phone, by skype. Oral agreements require written confirmation by both parties to be effective.
3. The delivery terms will be agreed mutually in a specific purchase order. Delivery times stated by Extrim are approximate and non-binding.
4. We take all useful steps in order to respect the terms of delivery and we do not accept any penalty of delay.
5. A delay in the delivery may not in any case lead to a cancellation of the order.
6. The goods are dispatched at the own risks of the consignee.
7. To be valid, the customer must inspect the goods immediately after delivery within the ordinary course of business, and report any defects, incorrect deliveries, and incompleteness in writing no later than within 24 hours after receipt of the goods. Otherwise, the goods shall be deemed to have been approved. Visible differences in quantity must be reported immediately upon delivery of the goods, in writing to us and the carrier.
8. All the invoices are to be paid in Berloz, Belgium.
9. The customer has a duty to pay out the price for the goods according to this General Terms and Conditions and on time.

Terms of payments, unless differently agreed are:

- bank wire transfer in advance (100% in advance)
- bank wire transfer with 10% in advance and 90% before delivery of the goods
- bank wire transfer after delivery if this was agreed between Extrim and the Customer.

Wire transfer in advance is based on pro forma invoice. If the price for the goods have not been paid by customer on time and not even after five days of due date, Extrim is entitled to withdraw the order. The penalty of 10 percent of the unpaid order will be charged by paying for the next ordered goods.

10. Any amount unpaid on the due date shall, automatically and without prior notice, attract interest at a rate 2 % above the Belgian legal interest rate, with a minimum interest rate of 12 %.

11. We reserve the right to increase by 10 % the amount of any invoice unpaid on the due date.
The minimum amount of any such increase shall be 50,00 €.
12. Should an invoice remain unpaid on the due date, all invoices shall immediately become due for payment, regardless of their original date of maturity.
13. Should the buyer fail to honor his engagements, we may consider the contract cancelled and a letter sent by recorded delivery by us to the buyer shall be evidence of our exercise of this right.
Such action shall not in any way limit or prejudice our other rights.
14. If in our opinion there is a deterioration in the creditworthiness of the buyer on account of measures of judicial execution against the buyer or other negative demonstrable events, we reserve the right to suspend all or part of any contracts in operation and to ask the buyer to provide such guarantees as we may deem proper to ensure the fulfilment by the buyer of his engagements under the contract.
Such request may be made before or after the delivery of all or part of any order.
Should the buyer fail to meet any reasonable demand for such a guarantee, we shall have the right to cancel all or part of any contracts in operation.
Such action shall not in any way limit or prejudice our other rights for damages and interests.
15. RESERVATION OF PROPERTY CLAUSULE.
Until payment in full to us for the goods, the goods shall remain our property.
Notwithstanding the foregoing, the risk in the goods and all liability to third parties in respect thereof shall pass to the buyer on delivery.
The buyer shall be entitled to transform the goods or to incorporate them in a new product or products. In that case we reserve to ourself the legal and equitable title to the final product or products into which the goods are incorporated or mixed. The buyer shall store the final products separately and property of these products shall remain with us until full payment will have been made to us for the goods.
Prior to the sale of the goods, the buyer shall, so far as reasonably practicable, store the goods separately from similar goods of the buyer, mark the goods as our property and shall not remove, obliterate or in any manner alter any label, mark or other means we may have of identifying the goods.
16. The conditions of this contract shall not be modified in any way by the drawing or acceptance of a bill of exchange or by any other arrangement, nor shall any such act constitute a novation.
17. Disputes arising out of this contract shall be referred to the Courts of Liège, Belgium, or, at our discretion, to the Courts having jurisdiction at the buyer's domicile.