



Sentera Europa NV

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General sales and delivery conditions Sentera Europa NV

1. Except where written exceptions apply and without regards to every conflicting or excluding conditions occurring in the customer's purchase conditions, these sales conditions apply to the legal relationship ("Sales Agreement") between Sentera ("The Company") and its customer ("The Buyer"). Even when one or more specified issues in a special agreement are different, the other issues are still applicable.
2. The Company's sales representatives have no authority to commit the company to accept a sales order. Every order, taken by a sales representative, only commits the Company after acceptance by the management of officer authorised to accept service of process on behalf of the Company.
3. The price charged by the Company ("The Price") covers the cost of goods, packaging, warehousing and freight to the Buyer's warehouse inward good unloading dock, exclusive of V.A.T. The company's management has the right to change the Price before accepting an order without given prior notice. Where only part of a current order is affected the Buyer has the right to cancel this order provided that the overall change in the Price is more than 5%, and notice of the cancellation is sent to the Company by registered letter within 8 days of the Buyer receiving notice of the price change.
4. The terms of "delivery" are as follows. Delivery of the goods is deemed to have been executed from the moment the goods are ready for transportation for the outward goods area of the Company's warehouse even though the Company is responsible for transportation. The Buyer can also request separate delivery of part an order at their expense.
5. The goods are deemed to be accepted when no written protest is received within 8 days after delivery. A waybill, delivery note or a similar document handed over with the delivery is assumed to reflect the correct quantity and description of the delivered goods, unless the Buyer protests immediately.
6. The Company guarantees the goods against every shortcoming or structural defect for 2 years from the delivery date. This guarantee is limited to the cost of replacement parts and labour. Transportation to and from the Company's warehouse and risks involved are the responsibility of the Buyer. The Company reserves the right to replace the goods in order to meet its guarantee commitment, without prior approval from the Buyer.
7. When circumstances are beyond its control, the Company has the right to suspend or break the sales Agreement with the Buyer, partly or wholly, without any damages claim. Without any restriction the following occurrences will be considered to be unpreventable and an "act of God" and circumstances arising from these are no longer covered by the terms of the sales conditions of the Company: import, export and foreign exchange restrictions. War, fire, lightning, explosion, earthquake and flood at the warehouse of the Company and the Buyer, also during transportation. Accidents, strikes and other industrial disputes, delay in transport, negligence or disturbances in the company of the supplier or the agents of the Company.
8. No goods can be returned to Sentera without written permission. Such permission does not alter the terms of the sales agreement and conditions in any way.



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9. Invoices are payable on delivery of the goods except when the Company advises differently in writing. Acceptance of bills of exchange, cheques and partial payment can be regarded as a means of payment, not real payment, or an extension of the payment period. The Company has the right to discount bills of exchange drawn up in its favour before the payment is due, regardless of the charges being the responsibility of the Buyer. All amounts unpaid by the due date will automatically incur interest calculated at the rate for overdrafts on paper, by the government, increased by 2% than the Belgian National Bank, on the invoice date. If no payment made within 8 days of the Buyer receiving an overdue notice by registered letter, an additional claim of 15% is due on the entire unsettled amount. If the Buyer ceases to comply with the sales conditions the sale can be cancelled by notice in a registered letter from the sales representative of the Company. The Company retains the right to claim compensation for damages and interest. If no payment is made by the due date, the Company has the right to increase the interest rate to 10% with a minimum of €,-25. The non-payment of only one invoice permits the Company to make the amounts due of all other invoices, repayable on demand, even before their due date. The drawing and / or accepting bills of exchange or other negotiable documents does not constitute creating a new debt or alter the sales conditions.
10. Regardless of the Buyer's risks related to the goods, the material and all its components sold remain the property of the Company until all amount owing are paid by the Buyer. If the Buyer disposes or attempts to dispose of any material or its components without the Company's written permission, the Company is justified in making a minimum €,-250 penalty claim for damages.
11. If a third party takes legal action to reclaim outstanding debts the Buyer will inform the third party immediately that the goods are the property of the Company and will inform the Company by a registered letter within 24 hours. In the case where the Buyer is impecunious on the delivery due date, is bankrupt, or receivers are appointed and payments are suspended or it is unlikely that full payment can be made by the due date in the invoice, the Company is entitled to claim an earlier payment or an additional guarantee before delivering the goods and retain the right to break the sales Agreement.
12. These conditions and any dispute arising from the sales Agreement shall be governed by the court-houses from Sint-Niklaas and Dendermonde and construed in accordance with Belgian law.