

Article 1 General

These conditions apply to every offer, quotation and agreement between you, hereinafter referred to as: “Contractor”, and a Client to which the Contractor has declared these conditions applicable, insofar as the parties have not expressly and in writing deviated from these conditions*.

These general terms and conditions have also been written for the employees of the Contractor and its management.

The applicability of any purchasing or other conditions of the Client is expressly rejected.

If one or more provisions in these general terms and conditions are wholly or partially null and void or annulled at any time, the other provisions in these general terms and conditions will remain fully applicable. The Contractor and the Client will then enter into consultations in order to agree on new provisions to replace the void or annulled provisions, whereby the purpose and scope of the original provisions are taken into account as much as possible.

If there is any uncertainty regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation must be made 'in the spirit' of these provisions.

If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.

If the Contractor does not always require strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the Contractor would to any extent lose the right to require strict compliance with the provisions of these conditions in other cases.

*These conditions also apply to actions of third parties engaged by the Contractor in the context of the assignment.

Article 2 Offers

All quotations and offers from the Contractor are without obligation, unless a term for acceptance is stated in the quotation. If no acceptance period has been set, the offer always expires after 30 days.

The Contractor cannot be held to its quotations or offers if the Client can reasonably understand that the quotations or offers, or part thereof, contain an obvious mistake or typo.

The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless stated otherwise.

If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or offer, the Contractor is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the Contractor indicates otherwise.

A composite quotation does not oblige the Contractor to carry out part of the assignment for a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

Educational activities are legally determined to be VAT free. Activities that do not fall under educational activities are charged separately.

Article 3 Contract duration, implementation periods, transfer of risk, implementation and amendment of agreement, price increase

The agreement between the Contractor and the Client is entered into for a fixed period, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.

If a term has been agreed or specified for the execution of certain work or for the delivery of certain goods, this is never a strict deadline. If a term is exceeded, the Client must therefore give the Contractor written notice of default. The contractor must be offered a reasonable period to still implement the agreement.

The contractor will execute the agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship. This is based on the state of science known at that time.

The contractor has the right to have certain work carried out by third parties. The applicability of Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.

If work is carried out by the Contractor or third parties engaged by the Contractor in the context of the assignment at the Client's location or a location designated by the Client, the Client will provide the facilities reasonably desired by those employees free of charge.

The Contractor is entitled to execute the agreement in different phases and to invoice the part thus executed separately.

If the agreement is executed in phases, the Contractor may suspend the execution of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.

The Client ensures that all information that the Contractor indicates is necessary or of which the Client should reasonably understand that it is necessary for the execution of the agreement, is provided to the Contractor in a timely manner. If the information required for the execution of the agreement has not been provided to the Contractor in a timely manner, the Contractor has the right to suspend the execution of the agreement and/or to charge the Client for the additional costs resulting from the delay in accordance with the then customary rates. The implementation period does not commence until the Client has made the data available to the Contractor. The Contractor is not liable for damage of any nature whatsoever because the Contractor relied on incorrect and/or incomplete information provided by the Client.

If during the execution of the agreement it appears that it is necessary to change or supplement it for its proper execution, the parties will adjust the agreement in a timely manner and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or instruction of the Client, the competent authorities, etc., is changed and the agreement is therefore changed in qualitative and/or quantitative terms, this may have consequences for what was originally agreed. As a result, the originally agreed amount can also be increased or decreased. The Contractor will provide a price quote in advance as much as possible. Furthermore, an amendment to the agreement may cause the originally specified term of execution to be changed. The Client accepts the possibility of changing the agreement, including the change in price and term of execution.

If the agreement is amended, including a supplement, the Contractor is entitled to implement it only after approval has been given by the authorized person within the Contractor and the Client has agreed to the price and other conditions stated for the implementation, including including the time to be determined at which time it will be implemented. Failure to execute the amended agreement or not immediately execute it does not constitute a breach of contract on the part of the Contractor and is not a reason for the Client to terminate or cancel the agreement.

Without being in default, the Contractor may refuse a request to amend the agreement if this could have consequences in qualitative and/or quantitative terms, for example for the work to be carried out or goods to be delivered in that context.

If the Client fails to properly comply with what it is obliged to do towards the Contractor, the Client is liable for all damage suffered by the Contractor directly or indirectly as a result.

If the Contractor agrees a fixed fee or price with the Client, the Contractor is nevertheless entitled at all times to increase this fee or price without the Client being entitled in that case to terminate the agreement for that reason, if the increase of the price arises from a power or obligation under legislation or regulations or is caused by an increase in the price of raw materials, wages, etc. or on other grounds that could not reasonably have been foreseen when entering into the agreement.

Article 4 Suspension, dissolution and premature termination of the agreement

The Contractor is entitled to suspend the fulfillment of the obligations or to terminate the agreement if the Client does not fulfill the obligations under the agreement, does not fully or does not fulfill them on time, after the conclusion of the agreement the Contractor becomes aware of circumstances that give good reason to fear that the Client will not fulfill the obligations if the Client was asked to provide security for the fulfillment of his obligations under the agreement when concluding the agreement and this security is not provided or is insufficient or if due to the delay on the part of the Client can no longer be expected from the Contractor to fulfill the agreement under the originally agreed conditions.

Furthermore, the Contractor is entitled to terminate the agreement if circumstances arise that are of such a nature that compliance with the agreement is impossible or if other circumstances arise that are of such a nature that unchanged maintenance of the agreement cannot reasonably be expected of the Contractor. .

If the agreement is dissolved, the Contractor's claims on the Client are immediately due and payable. If the Contractor suspends compliance with its obligations, it retains its claims under the law and the agreement.

If the Contractor proceeds with suspension or dissolution, he is in no way obliged to compensate any damage or costs incurred as a result.

If the termination is attributable to the Client, the Contractor is entitled to compensation for the damage, including the costs, arising directly and indirectly as a result.

If the Client fails to fulfill its obligations arising from the agreement and this non-compliance justifies dissolution, the Contractor is entitled to terminate the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or compensation, while the Client, under of breach of contract, compensation or compensation is required.

If the agreement is terminated prematurely by the Contractor, the Contractor will, in consultation with the Client, ensure that any work still to be carried out is transferred to third parties. This unless the termination is attributable to the Client. If the transfer of the work entails additional costs for the Contractor, these will be charged to the Client. The Client is obliged to pay these costs within the stated period, unless the Contractor indicates otherwise.

In the event of liquidation, (application for) suspension of payments or bankruptcy, seizure - if and insofar as the seizure has not been lifted within three months - at the expense of the Client, debt restructuring or any other circumstance as a result of which the Client can no longer freely has access to its assets, the Contractor is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any damages or compensation.

In that case, the Contractor's claims on the Client are immediately due and payable.

If the Client cancels a placed order in whole or in part, the work that was carried out and the items ordered or prepared for this purpose, plus any supply, removal and delivery costs thereof and the working time reserved for the execution of the agreement, will be integrally the Client will be charged.

Article 5 Force majeure

The Contractor is not obliged to fulfill any obligation towards the Client if he is prevented from doing so as a result of a circumstance that is not attributable to his fault, and which is not his responsibility under the law, a legal act or generally accepted views.

In these general terms and conditions, force majeure is defined as, in addition to what is understood in law and case law, all external causes, foreseen or unforeseen, over which the Contractor has no influence, but as a result of which the Contractor is unable to fulfill its obligations. . This includes strikes in the company of the Contractor or of third parties. The Contractor also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after the Contractor should have fulfilled its obligation.

The contractor may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than one month, each of the parties is entitled to terminate the agreement, without obligation to compensate the other party for damages.

Insofar as the Contractor has partially fulfilled its obligations under the agreement at the time of the occurrence of force majeure or will be able to fulfill them, and independent value is attributed to the part already fulfilled or to be fulfilled, the Contractor is entitled to the part already fulfilled or to be fulfilled. to be invoiced separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 6 Payment and collection costs

Payment must always be made within 30 days after the invoice date, in a manner to be specified by the Contractor in the currency in which the invoice was issued, unless otherwise indicated in writing by the Contractor.

The Contractor is entitled to invoice periodically.

If the Client fails to pay an invoice on time, the Client is legally in default. The Client then owes the statutory interest. The interest on the amount due will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.

The Contractor has the right to have payments made by the Client firstly deducted from the costs, then from the accrued interest and finally from the principal amount and current interest. The Contractor may, without being in default, refuse an offer of payment if the Client designates a different order for the allocation of payment. The contractor may refuse full repayment of the principal amount if the outstanding and current interest and collection costs are not also paid.

The Client is never entitled to set off any amounts owed to the Contractor. Objections to the amount of an invoice do not suspend the payment obligation. The Client who is not entitled to rely on section 6.5.3 (Articles 231 to 247, Book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.

If the Client is in default or in default in the (timely) fulfillment of his obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the Client. The extrajudicial costs are calculated on the basis of what is customary in Belgian debt collection practice, currently the calculation method according to Rapport Voorwerk II. However, if the Contractor has incurred higher costs for collection that were reasonably necessary, the actual costs incurred are eligible for reimbursement. Any legal and enforcement costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs owed.

Article 7 Retention of title

Anything delivered by the Contractor under the agreement remains the property of the Contractor until the Client has properly fulfilled all obligations under the agreement(s) concluded with the Contractor.

The goods supplied by the Contractor, which are subject to the retention of title pursuant to paragraph 1, may not be resold and may never be used as a means of payment. The Client is not authorized to pledge or encumber in any other way the property falling under the retention of title.

The Client must always do everything that can reasonably be expected of him to safeguard the ownership rights of the Contractor.

If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereto, the Client is obliged to immediately inform the Contractor of this. The Client furthermore undertakes to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available to the Contractor for inspection upon first request. In the event of any insurance payment, the Contractor is entitled to these payments. To the extent necessary, the Client undertakes in advance to the Contractor to cooperate in everything that may (prove to) be necessary or desirable in that context.

In the event that the Contractor wishes to exercise its ownership rights referred to in this Article, the Client gives unconditional and irrevocable permission in advance to the Contractor and third parties to be designated by the Contractor to enter all those places where the Contractor's property is located and to take it back.

Article 8 Warranties, research and complaints, limitation period

The goods to be delivered by the Contractor meet the usual requirements and standards that can reasonably be imposed on them at the time of delivery and for which they are intended for normal use in the Netherlands. The warranty mentioned in this Article applies to items intended for use within the Netherlands. When used outside the Netherlands, the Client must verify whether the use thereof is suitable for use there and meets the conditions set. In that case, the contractor may impose other warranty and other conditions with regard to the goods to be delivered or work to be carried out.

The warranty referred to in paragraph 1 of this Article applies for a period of 1 month after delivery, unless the nature of the delivered goods dictates otherwise or the parties have agreed otherwise. If the warranty provided by the Contractor concerns an item that was produced by a third party, the warranty is limited to that provided by the manufacturer of the item, unless stated otherwise.

Any form of warranty will lapse if a defect has arisen as a result of or results from improper or improper use thereof or use after the expiry date, incorrect storage or maintenance thereof by the Client and/or by third parties if, without written permission from the Contractor, the Client or third parties have made or attempted to make changes to the item, other items have been attached to it that do not need to be attached to it or if they have been processed or edited in a manner other than the prescribed manner.

The Client is also not entitled to a warranty if the defect is caused by or is the result of circumstances over which the Contractor has no influence, including weather conditions (such as, but not limited to, extreme rainfall or temperatures), etc.

The Client is obliged to inspect the delivered goods immediately when the goods are made available to him or the relevant work has been carried out. The Client must investigate whether the quality and/or quantity of the delivered goods corresponds to what has been agreed and meets the requirements that the parties have agreed in this regard. Any visible defects must be reported to the Contractor in writing within 14 days of delivery. Any invisible defects must be reported to the Contractor in writing immediately, but in any case no later than fourteen days, after discovery thereof. The notification must contain as detailed a description of the defect as possible, so that the Contractor is able to respond adequately. The Client must give the Contractor the opportunity to investigate a complaint.

If the Client submits a complaint in a timely manner, this does not suspend his payment obligation. In that case, the Client also remains obliged to purchase and pay for the goods otherwise ordered and what he has instructed the Contractor to do.

If a defect is reported later, the Client is no longer entitled to repair, replacement or compensation.

If it has been established that an item is defective and a complaint has been made in this regard in a timely manner, the Contractor will return the defective item within a reasonable period of time after receipt thereof or, if return is not reasonably possible, written notification of the defect by the Client, at the discretion of the Contractor, replace or ensure its repair or pay replacement compensation for this to the Client. In the event of replacement, the Client is obliged to return the replaced item to the Contractor and to provide the Contractor with ownership thereof, unless the Contractor indicates otherwise.

If it is established that a complaint is unfounded, the costs incurred as a result, including the research costs incurred by the Contractor, will be fully borne by the Client.

After the warranty period has expired, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Client.

Notwithstanding the statutory limitation periods, the limitation period for all claims and defenses against the Contractor and third parties involved by the Contractor in the execution of an agreement is

Article 9 Liability

If the Contractor is liable, this liability is limited to what is regulated in this provision.

The Contractor is not liable for damage of any nature whatsoever caused by the fact that the Contractor relied on incorrect and/or incomplete information provided by or on behalf of the Client.

If the Contractor is liable for any damage, the Contractor's liability is limited to a maximum of the invoice value of the order, or at least to that part of the order to which the liability relates.

The Contractor's liability is in any case always limited to the amount of the payment from its insurer, as the case may be.

The contractor is only liable for direct damage.

Direct damage exclusively means the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions, any reasonable costs incurred to prevent the Contractor's inadequate performance of the agreement. to have this answered, insofar as these can be attributed to the Contractor, and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions. The contractor is never liable for indirect damage, including consequential damage, lost profits, missed savings and damage due to business stagnation.

The limitations of liability included in this Article do not apply if the damage is due to intent or gross negligence on the part of the Contractor or its managerial subordinates.

Article 10 Disclaimer

The Client indemnifies the Contractor against any claims from third parties who suffer damage in connection with the execution of the agreement and the cause of which is attributable to parties other than the Contractor. If the Contractor is held liable by third parties for this reason, the Client is obliged to assist the Contractor both extrajudicially and in court and to immediately do everything that may be expected of him in that case. If the Client fails to take adequate measures, the Contractor is entitled to do so itself without notice of default. All costs and damage incurred by the Contractor and third parties as a result are entirely at the expense and risk of the Client.

Article 11 Intellectual Property

The Contractor reserves the rights and powers that accrue to him under the Copyright Act and other intellectual laws and regulations. The Contractor has the right to use the knowledge acquired through the execution of an agreement for other purposes, provided that no strictly confidential information of the Client is made known to third parties.

Article 12 Governing Law and Disputes

All legal relationships to which the Contractor is a party are exclusively governed by Belgian law, even if an obligation is fully or partially performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

The judge in the place of business of the Contractor has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, the Contractor has the right to submit the dispute to the competent court according to the law.

Parties will only appeal to the court after they have made every effort to settle a dispute by mutual agreement.

Article 13 Location and changes to general terms and conditions

These conditions have been deposited on the website www.ssl.be

The most recently filed version or the version that applied at the time the legal relationship with the Contractor was established always applies.

The Dutch text of the general terms and conditions always determines their interpretation.