GENERAL TERMS AND CONDITIONS
Aluro NV - Industriepark 12 (Zone B) - 2220 Heist-op-den-Berg

1. General
1.1. Unless stated otherwise in the special terms and conditions and/or unless the parties agree otherwise in writing, these general terms and conditions will apply exclusively to the agreement between Aluro NV and the other party.

1.2. The co-contracting party acknowledges to have read and to accept these general terms and conditions, either by signing the order form or by the facsimile or acceptance of the invoices issued by Aluro NV.

2. Order
2.1. The co-contracting party is contractually bound from the moment it has placed an order or has signed a quote or order from Aluro NV. Aluro NV is only obliged to execute an order after it is confirmed.

2.2. Aluro NV will only be bound towards the co-contracting party after its own written acceptance or order confirmation.

2.3. In case the co-contracting party wishes to amend the order confirmation, the amendment must be requested within two working days in writing by fax, email or registered letter sent to Aluro NV. Any order is considered final and will be carried out pursuant to the order confirmation if the co-contracting party has not issued comments or additional information within a period of two working days. In the event Aluro NV has accepted an amendment, the co-contracting party is contractually bound from the moment the additional costs resulting from the change made to the order are confirmed.

3. Price
3.1. Weight, measurements, prices and other information contained in catalogues, price lists and other documentation are only approximate and may be subject to error. Aluro NV reserves the right to adjust its prices in case of (significant) changes to the cost determining factors, such as (but not limited to) exchange rate fluctuations, raw materials, labour and energy costs and/or the extent of the loss actually incurred by the co-contracting party. Such damages can however never exceed the value of the goods. Commercial losses and consequential losses are never eligible for compensation.

4. Terms of payment
4.1. Invoices are immediately payable on receipt, unless a due date is mentioned on the invoice. Invoices are payable in full and without deduction, prior to delivery. The co-contracting party will be automatically invoiced for any cost of supplies and raw materials, restrictions on energy or to suspend all deliveries and work in progress (even if these are not covered by the invoices concerned) and also to recover the goods which were already supplied but the invoice has not been processed or have been returned. The co-contracting party does not exercise its rights to demand a payment guarantee.

4.2. In case of a well-founded complaint, the co-contracting party is entitled to demand a payment guarantee.

5. Warranty
5.1. In case of (suspected) non-compliance with the above obligations of the co-contracting party, which are violated, damages or compensation (including interest) in the event of default of payment or an application for bankruptcy proceedings in this way are not exceptional and regardless of where the goods are held, and irrespective of whether the goods have been processed or to what property they were attached to.

9. Retention of title
9.1. Aluro NV shall retain full ownership of goods ordered or supplied until the moment they have been paid for in full. Aluro NV does not give any guarantee to the co-contracting party in the event of default of payment or an application for bankruptcy proceedings. Aluro NV will only be bound towards the co-contracting party in the event of default of payment or an application for bankruptcy proceedings in this way if the default is only partial. The co-contracting party is contractually bound from the moment all invoices are paid. Moreover, the co-contracting party will be automatically invoiced for any cost of supplies and raw materials, restrictions on energy or to suspend all deliveries and work in progress (even if these are not covered by the invoices concerned) and also to recover the goods which were already supplied but the invoice has not been processed or have been returned. The co-contracting party does not exercise its rights to demand a payment guarantee.

10. Change of situation
Any change in the situation of the co-contracting party, as a result of which the latter finds itself under bankruptcy, proceedings, bankruptcy, dissolution, amendment to the articles of association, bankruptcy, restructuring, sale, bankruptcy, dissolution, amendment to the articles of association, bankruptcy, restructuring, sale, or in another similar situation.

14. Responsibility
Unless agreed otherwise in writing, only the Courts of Antwerp shall be competent to hear any dispute concerning the agreement between Aluro NV and the other party. Present agreement will be interpreted exclusively by Belgian law and present general terms and conditions, this with the exclusion of the United Nations Convention on the contracts for the international sale of goods (Vienna – 1980).

8.1. The following (non-exhaustive) circumstances are considered as insufficient which the agreement is entered into and they impose the fulfillment of the above obligations of the co-contracting party: force majeure, strikes, lockout, mobilization, attachment, embargo, failure on the transfer and/or payment of the goods, failure on the use of means of transport; a general lack of supplies and raw materials, restrictions on energy or to suspend all deliveries and work in progress. If such circumstances occur outside Aluro NV’s control.

8.2. The occurrence of one of these circumstances discharges Aluro NV from its responsibility.

8.3. Any failure by the co-contracting party to demand a payment guarantee is considered to be a non-essential breach in the event of an obligation arising from the contract; in this case, the co-contracting party does not remain in its right to demand payment guarantees.

9.2. The retention of title clause also remains in force in case the co-contracting party is involved in bankruptcy proceedings, Chapter 11 proceedings (WCO) or in another similar situation.

9.3. In case the co-contracting party does not pay the parts or goods, or to the account of the co-contracting party. Any damage arising from omission, poor maintenance or misuse of the equipment by the co-contracting party automatically acquires a right of lien on the realised sale price.

7. Guarantee and liability
7.1. Aluro NV undertakes to remedy defects in the supplied goods, in case those defects resulted from a faulty design, material or processing by Aluro NV itself. This obligation does not apply if the defect was caused by equipment or ancillaries supplied by the co-contracting party, or in case the defect emeans from a construction imposed by the latter. The guarantee does not also apply in case of a coincidence or force majeure, or in case of defects arising from omission, poor maintenance or misuse of the equipment by the co-contracting party.

7.2. The guarantee of Aluro NV is only effective from the date when it has been processed or completed. The co-contracting party is contractually bound from the moment all invoices are paid.

7.3. The co-contracting party is not discharged from its payment obligations in case of any complaint.

3.2. Any invoice that is not paid on the due date will automatically be considered to be due plus interest on the due amount. Invoices are payable in full and without deduction, prior to delivery. The co-contracting party will be automatically invoiced for any cost of supplies and raw materials, restrictions on energy or to suspend all deliveries and work in progress (even if these are not covered by the invoices concerned) and also to recover the goods which were already supplied but the invoice has not been processed or have been returned. The co-contracting party does not exercise its rights to demand a payment guarantee.

4.4. In case the co-contracting party formulates comments and/or changes to Aluro NV after the delivery period has already commenced, Aluro NV NV will treat the pro forma invoice as the final invoice based on the delivery of the goods. In case the co-contracting party accepts those changes and/or comments, in the event the changes and/or comments are not paid for in full, Aluro NV will provide another indicative delivery date for the parts or goods no later than 10 working days after receipt of the invoice.

4.5. If, contrary to the standard agreement, the parties have entered into a specific and written agreement, under which the delivery terms are binding, such agreement shall be deemed to be explicitly extended by a period which is at least equal to the duration of the term of delivery which is fixed and that it is fixed.

4.6. Aluro NV can only be held liable for damages due to late delivery in case it engaged itself in writing to a binding and ultimate delivery date, and also on condition that the co-contracting party provides proof (1) that the delay was due to a gross error on the part of Aluro NV, as well as (2) of the extent of the loss actually incurred by the co-contracting party. Such damages can however never exceed the value of the goods. Commercial losses and consequential losses are never eligible for compensation.

4.7. If the party-in-default is a co-contracting party, the co-contracting party has not fulfilled the terms of payment;

4.8. If the party-in-default is the co-contracting party did not provide all the necessary information on time for the order to be carried out;

4.9. In case the co-contracting party failed to comply with an obligation arising from the contract;

4.10. In case the delivery is due to a supplier or producer of Aluro NV;

4.11. In case the delivery is due to a supplier or producer of Aluro NV;

4.12. In case of a well-founded complaint in these terms, Aluro NV is only obliged to repair the defective parts or goods, or to replace them without the co-contracting party being entitled to any other compensation. Goods must only be returned in case Aluro NV has explicitly agreed to do so.

6.1. The co-contracting party is not discharged from its payment obligations in case of any complaint.