



ICE-Trade s.a.
International Conveyor Equipment & Trading

Passage de la Poste 3-2
B-7700 Mouscron
Belgium

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info@ice-trade.com
www.ice-trade.com

General Terms & Conditions of Sales

ART 1: These general conditions apply to all agreements with ICE-Trade sa, with registered office at B-7700 Mouscron, Passage de la Poste 3-2 (hereinafter simply called "ICE-Trade") without our express written deviation, and this from the moment it at least once on any time were made known to the contract party (hereafter called "Buyer").

These conditions are considered to be formally and explicitly accepted by our buyers, even if our terms and conditions conflict with their own general or special conditions of adoption, purchase or sale. The fact that a specific agreement deviates from any provision of these terms, excludes the application of the other conditions not. Every order is only valid after confirmation by ICE-Trade.

ART 2: Our prices are ex factory or warehouse. Transportation of goods is at buyer's risk, even with a Carriage paid. The quantities shown on the consignment shall be construed as delivered. The returns to the address of ICE-Trade must be made carriage paid.

ART 3: Complaints relating to missing quantities cannot be accepted. The buyer will check goods on delivery, shortfall and visible defects must be declared to the carrier and opposite him the usual reservations. Complaints concerning non-visible defects must be within eight days by registered letter. Protests regarding the design and content of our invoices are only valid if done not later than eight days after invoice date. In any case, the protest to be valid, reasons to be accurate and the reasons of the protest to list. It shall be made by registered letter to ICE-Trade sa Passage de la Poste 3-2, B-7700 Mouscron. In case of protest, however, remain the invoice amount to which the protest is not applicable due on the due date stated on the invoice and are added with interest and damages. The date of receipt of invoice is evidenced by the invoice date plus one day. Refutation of these belongs to the buyer. ICE-Trade is not responsible for accidents or damage, nor for any delay or interruption of service, which would be caused by visible or invisible defects in the goods supplied. The guarantee of ICE-Trade still confined to the simple replacement of the defective goods. The replacement goods will be charged pro rata to the length of time worked and length of warranty.

ART 4: ICE-Trade is not responsible for late delivery. The delivery period on the order and Contracts are always purely demonstrative and cannot be adhered to in no way give rise to any remedy against ICE-Trade.

ART 5: ICE-Trade has the right to even during the execution of an order, ask for a financial or other guarantees. In case of force majeure ICE Trade implement the commitments suspend or terminate, without the buyer can claim any compensation. ICE-Trade is entitled, unless otherwise agreed, to send part invoices according to the progress of the works performed by ICE-Trade and / or goods provided.

ART 6: Invoices are payable within 30 days invoice date, upon acceptance of the credit insurance application. Failure to pay the full amount of the invoice, or payment of a portion of the invoice amount, or if the buyer fails to fulfill its payment from the due date and will, it still amount due shall automatically be increased without notice and with an equal interest the interest of the ordinary rate of the National Bank increased by 5% and a minimum of 12% annually. By failing to pay when due or failure to acknowledge his payment our buyer contractual misconduct and damaging thereby ICE-Trade. This damage is irreversible and direct from the due date is estimated at 15% of the amount due with a minimum of 125.00 EURO. This compensation is due on the due date of the invoice. To calculate the interests an already start of a month will be considered as a full month. Any lack of payment, however small, in relation to any other agreement, will immediately and juridical and without prior notice, all amounts payable by the customer set. This immediate claim will also apply to our debts not yet due even if guarantees are given in payment Failure to pay at maturity ICE-Trade reserves the right without notice, delivery execution of the works on hold until all payments are done. When the credit of the buyer gets a worse time, ICE-Trade reserves the right to ask, even after partial delivery of goods to the buyer to ensure the proper implementation of the obligation.



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Should the buyer not satisfy ICE-Trade, ICE-Trade has the right to cancel the order in whole or part. ICE-Trade is at all times entitled to give all or a portion of its debt of the buyer to third parties. All claim and legal costs created will be charged to the buyer which doesn't fulfill current General Conditions.

ART 7: The ICE-Trade goods, notwithstanding Article 1583 Civil Code, remain our property till after full payment of the purchase price, interest, damages and costs by the buyer. When paying by check change of ownership occurs only after final collection of the amounts on our bank account. The risks are, however, immediately transferred to the buyer when the goods have left our warehouse. Until the time of transfer of ownership, the buyer will lose the right for whatever reason to make a claim against ICE-Trade. In case of non-payment by the buyer under current terms and conditions sums due, including some of the interest and the damages, ICE-Trade still has the right to exercise a lien on the property of the purchaser which are present in its workshops and warehouses. Similarly, ICE-Trade, in this case is entitled to claim storage charges from the purchaser for the period which the lien is exercised.

ART 8: VAT, environmental levies and any other duty or tax is payable by the buyer.

ART 9: Productions made in accordance with the applicable industry standards and tolerances. These are on request from ICE-Trade available. Placing the order by the customer implies these standards and tolerances known and accepted.

ART 10: For all deliveries of products not produced by ICE-Trade, the manufacturer of the product delivered by ICE-Trade is responsible. ICE-Trade rejects all responsibility /liability / complaint of products or services, which ICE-Trade offers as commercial trading product / service. The buyer must report /claim any damage, defects and claims incurred directly to the manufacturer / supplier of ICE-Trade.

ART 11: Warranty provided by ICE-Trade products / services is 6 months of the invoice date, unless otherwise stated on the quotation and invoice and only on products / services produced by ICE-Trade. When not used properly, wrong or other application, modifications without written permission or by improper repair by an ICE-Trade unauthorized repair service will void the warranty. For all trading products sold by ICE-Trade, the general sales conditions from suppliers of ICE-Trade are applicable.

ART 12: ICE-Trade is solely responsible for products / services produced by ICE-Trade. For any trading products / services provided by ICE-Trade and sold to the Buyer is the manufacturer / provider of ICE-Trade is responsible. This includes hidden defects etc.

ART 13: All ICE Trade-produced machines come with operating instructions and CE certificate. With failure to follow the safety instructions, failure to follow operating instructions, modifications without written permission, improper use to which the machine is developed, ICE-Trade rejects all responsibility for any potential damages/injuries.

ART 14: The pricelists may be changed without prior notice. They are not quotes, since each order is subject of Agreement with ICE-Trade.

ART 15: Only Belgian law is applicable, For all disputes between the parties the exclusive jurisdiction are the courts of the judicial district of Tournai.