



**ELEKTRONIKALAAN 1  
B – 2610 WILRIJK  
BELGIUM**

# **N.V. VAN MEERBEECK EXPORT S.A.**

**TEL ++ 32 10.23.39.90  
FAX ++ 32 10.45.59.29  
Email: [export@vmsteel.be](mailto:export@vmsteel.be)**

## **GENERAL TERMS AND CONDITIONS OF SALE**

Our sales are governed by the following terms and conditions, which prevail on the buyer's conditions.

### **1. PRICES**

Except express written derogation, the price is fixed during the period mentioned by our quotation. Any order placed later on and any late payment of an installment may be subject to a price revision, depending on the evolution of the costs of the seller. All increases affecting the customs duties, transport costs, taxes or other elements of the price (legal regulation, exchange rate, steel price, etc.) that occur between the day of acceptance of an order and the day of its execution will be borne by the buyer.

### **2. PAYMENT**

The payment of the price (installments and balance) takes place on the dates stipulated by the quotation. Invoices are payable within 30 days after date of invoice, on the seller's bank account. All taxes, duties, withholding etc. shall be borne by the buyer. In the event of late payment of any installment or balance, an interest will be due at the statutory rate applicable in Belgium to the recovery of commercial receivables, automatically and without prior notice. Besides, a fixed indemnity of 10% of the amount remaining unpaid will also be due by law and without prior notice, with a minimum fee of 50eur. Moreover, In the event of late payment of any installment or balance, we reserve the right to consider the contract as dissolved, by right and without prior notice, either in full or in relation to the part which has not yet been executed.

### **3. DELIVERY**

Except express written derogation, we will not incur any penalty for late delivery. Delayed delivery cannot justify the unilateral termination of the contract by the buyer.

### **4. FORCE MAJEURE**

Force majeure is to be understood as defined under the ICC FORCE MAJEURE CLAUSE 2003 ([www.iccwbo.org](http://www.iccwbo.org)), and will entitle the seller to postpone the delivery and set a new time of delivery or to fully or in part, rescind the contract not yet completely fulfilled.

### **5. GUARANTEES**

Additional guarantees may be requested by the seller, if the financial situation of the buyer deteriorates before delivery.

### **6. CANCELLATION/RESOLUTION**

In case of cancellation of the order by the buyer, or resolution of the sale because of the buyer, the latter will be liable to the seller of a lump sum compensation. This compensation is fixed at 30% of the price if the cancellation or the resolution occurs at the latest one month before the planned date of delivery, or of 50% if it intervenes later, with a minimum of 200€. After delivery no cancellation or return of special designed goods shall be accepted.

### **7. CLAIMS**

The buyer must give written notice of any claim to the seller within 8 days after the transfer of the risk (depending of the applicable ICC INCOTERMS) but at the latest 8 days after date of our invoice – whatever is earlier.

### **8. TITLE AND RISK**

Risk shall pass to the buyer on the date resulting of the applicable ICC INCOTERM. Title of ownership shall pass to the buyer when the seller has received full payment for all materials delivered under the present contract.

### **9. BUYER'S REMEDIES AND SELLER'S LIABILITY**

The seller's liability in respect to duly established damages or non-compliant material furnished shall be limited to making replacement or reimbursement, at seller's option, and the buyer's sole and exclusive remedy against the seller shall to be obtaining such replacement or reimbursement. The seller shall under no circumstances be liable to anyone for damages of any kind or character, whether direct, special, consequential, incidental or otherwise.



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## **10. GRDP/PRIVACY**

The seller respects and protects the privacy of natural persons with whom it has contacts and complies with the provisions of the General Data Protection Regulation 2016/679 entered into force on May 25, 2018 (The "GRPD"). The seller collects and uses personal data (name, first name, address, email, phone number, fax number, bank account) only for its own accounting, tax and administrative needs and does not sell or otherwise transfer these data. Any person may (i) access personal data, (ii) ask to correct them or (iii) request to delete them, by contacting the data controller i.e. Van Meerbeeck Export NV, Elektronikalaan 1 at 2610 Wilrijk (Belgium), tel +32 10 233990 email [export@vmsteel.be](mailto:export@vmsteel.be). Personal data are secured, except those that are not stored on the seller's servers (because the applications that process them run on external servers), and for which reference is made to the conditions imposed by these third parties (applications such as Outlook, Google Drive, We Transfer, etc.). The data are accessible only to staff of the seller, with a personal access code, or to the maintenance company of the computer network and the one that maintains the licensed software used by the seller's application. Personal data will not be kept for a period more than is necessary for achieving the purposes of the processing unless the data retention is legally imposed.

## **11. CHOICE OF LAW**

The validity, construction and performance of this contract shall be governed by the laws of Belgium and any disputes, differences or questions that may arise under or in relation to this contract (including any disputes, differences or questions relating to its validity and construction), which are not settled by negotiation between the parties within 10 days after each party has requested the other party to enter into such negotiations, shall be referred to the exclusive jurisdiction of the Brussels Courts.