

General Terms & Conditions of Sale

1. Except where expressly stated otherwise, these terms and conditions apply to any price quote, agreement and item supplied by Decoline. They exclude the purchaser's own terms and conditions of purchase and/or any other different, conflicting or supplementary stipulation contained in any correspondence, order or other document of any kind.
2. The prices stated in our price quote for goods and services are restricted to the goods or services described and exclude all taxes, including VAT, and also exclude shipping and/or transport costs.
3. Goods are supplied 'ex-factory', even if the shipping is paid for or organised by Decoline and at that time the risk of loss or damage is also transferred to the purchaser. If the goods are not collected or are not collected on time, Decoline has the right, without service of default and from the date the goods become deliverable, to levy a storage cost of 2% per month on the total invoice charged to the purchaser. This storage is at the risk of the purchaser.
4. The purchaser will check the goods immediately at the time of delivery for compliance and for any visible defects. Using, working with or selling the goods delivered implies acceptance of the delivery. In the event of a defect in the delivery, Decoline will only be required to resupply the same goods or to reimburse any payments made. Decoline will not be required to pay any additional compensation.
5. Descriptions and (photo)graphic depictions of goods in catalogues, magazines or other information media, or at exhibitions or for samples, etc. are given purely by way of indication or illustration and do not bind Decoline to supply the identical features and characteristics. Minor differences will not be viewed as defects or non-conformities and our purchasers will make sure, at their own responsibility, that their own customers do not create inaccurate expectations regarding the features of the product.
6. Delivery lead times are approximate and given purely by way of indication. They do not bind us. Delays in delivery do not entitle the purchaser to compensation of any kind, nor to the right to cancel the agreement. Decoline has the right to invoice an advance of 30% of the total amount of the order prior to delivery. In the event of an invoice not being paid, Decoline has the right to suspend any delivery until such time as payment is received in full, even if such suspension relates to orders other than the one to which the unpaid invoice relates.
7. The unilateral cancellation of the agreement by the purchaser gives Decoline the right to receive compensation of 50% of the selling price for the cancelled order, without prejudice to Decoline's right to claim fulfilment in kind of the agreement and to obtain payment of the full amount.
8. In the event of force majeure, Decoline has the right either to suspend its obligations for the period of the force majeure or to cancel the agreement without owing any compensation. The term 'force majeure' is understood to mean any circumstance beyond Decoline's control that prevents it from complying with its obligations to the Purchaser, in full or in part, including, as the case may be, the non-delivery or late delivery by suppliers or carriers.
9. The purchaser will honour all of the intellectual property rights of Decoline or its suppliers. This is understood to include patents, copyright, trademarks, drawings and models, and/or other (intellectual property) rights, including patentable technical and/or commercial knowhow, methods and concepts.
10. Decoline's liability is limited at all times to the selling price of the goods purchased, as stated in the agreement. It does not extend further than the pure repair or replacement of the defective product or part itself, to the total exclusion of any other claim for damages on account of material or immaterial damage. By placing an order, the purchaser expressly acknowledges that it is aware of and accepts Decoline's existing warranty commitments at that time.
11. Complaints about deliveries must reach us within 3 days of the delivery and in any event before the goods are used or sold on.
12. Until such time as full payment has been made, the goods supplied remain the exclusive property of Decoline, including if modifications have been made to the goods by third parties or the purchaser. The purchaser undertakes, where necessary, to point out Decoline's retention of title to third parties, for example to anyone placing a seizure notice on items that have not yet been paid for in full.
13. Except where stated otherwise, our invoices are due for payment within 30 days of the invoice date. In the event of non-payment or late payment, any amount owed will automatically and without any prior warning be increased by 10% per annum, plus an amount of compensation of 10%, with this latter amount being a minimum of 250 euro per invoice. The non-payment of any invoice will result in all other outstanding invoices becoming due for payment immediately. Decoline is entitled at all times to offset debts against amounts outstanding.
14. Complaints relating to invoices must be lodged in writing within 8 days of the invoice date, stating the invoice number and invoice date in question.
15. Agreements between Decoline and the purchaser are governed exclusively by Belgian law and the Courts in the district of Antwerp, Hasselt division, shall have sole territorial jurisdiction to rule on any disputes.
16. The present terms and conditions are written in multiple languages. Only the Dutch version is binding.