



ATTENTION :
THIS SITE IS INTENDED ONLY FOR THE PROFESSIONAL USER.

ALL PRICES ARE EXCLUSIVE OF V.A.T.. ALWAYS DELIVERED FREE OF CHARGE IN BELGIUM AT ONE ADDRESS (Except for the OK Market and the E Market). MINIMUM ORDER 500 €.
75 € EXTRA COST FOR ALL ORDERS LESS THAN 500 € V.A.T. EXCLUDED.
PAYMENT CASH NET ON DELIVERY. TOLL & LEZ CHARGES ARE ALWAYS EXTRA.

GENERAL CONDITIONS OF SALE

All general conditions of sale and delivery hereafter are supposed to be accepted by the customer even if they are adverse to his own conditions of purchase. They prevail against the conditions of purchase of the customer.

1. Prices and quotes

- All prices in our catalogue & web site are unit prices exclusive of v.a.t. and are valid at the moment of design of our catalogue & web site. Invoicing will be plus v.a.t. according to the prices of the day of delivery.
- Quotes are not binding. Price alterations can be imposed due to economic circumstances. The customer will be informed of such price alterations and will be able to annul, if desired, his order by return mail.
- Illustrations, descriptions and dimensions published in our catalogue & web site are valid at the moment of design of this catalogue & web site and can be altered. Important alterations will be communicated to the customer but cannot be used to annul the order.

2. Orders

We are free to either accept or refuse the customer's order. In the cases mentioned hereafter orders will systematically be refused :

- insolvability of customer due to e.g. bankruptcy, composition, earlier bad experience, unfavourable information
- not or to late paying of required advances
- incomplete purchase order forms : e.g. no v.a.t. number, no signature, ...
- purchase order forms with conditions of purchase adverse to our general conditions of sale
- earlier bad paying experiences with one of our sister companies
- purchase order forms with wrong prices

Orders less than 500 € exclusive of v.a.t. will be accepted only if an extra fixed cost of 75 € is paid.

The customer takes full responsibility for the dimensions communicated on his purchase order form as well as for the compatibility of these with his premises and his needs.

3. Delivery times

Delivery times are only mentioned as guidance only. No claim can be made for late delivery, nor can the order be annulled for that reason unless otherwise agreed.

As many goods are available on stock delivery times will often be limited to ten working days. Other goods are made to measure (e.g. mezzanines, pallet rack, partitioning, counters, office furniture, ...) and require delivery times of 4 to 8 weeks. If the order cannot be delivered within 8 weeks customer will be informed of this. Delivery times can often be reduced if the customer picks up his goods himself. If the customer wants to pick up himself his order he should inform us of that with the order as to allow us to inform him if everything is available and to prepare the order. A customer pick up is only possible if agreed by us and if he is informed by us of the pick-up place.

4. Delivery

- *Costs.* Delivery is always free of charge in Belgium on one address except for the OK Market and the E Market.
- *Toll & LEZ :* toll & lez charges will always be charged extra to the customer.
- *Risk.* All goods travel at risk of the customer as soon they have left our premises.
- *Partial deliveries.* We reserve the right to make partial deliveries.
- Delivery is to be understood as follows :
 - In Belgium : the drop off in front of the entrance of customer's premises at ground level, if required with the help of the customer. Bulky or heavy goods will always have to be unloaded by the customer.
 - Outside Belgium : all goods will have to be unloaded by the customer without delay.
 - Not respecting these rules will cause extra costs at normal rates to be incurred by the customer.

5. Complaints

Complaints if any will have to be introduced within the following time limits :

- visible deficiencies : these have to be mentioned on the shipping document at the time of delivery. Formulas as 'accepted with reservation' are not valid.
- hidden deficiencies : these have to be communicated to us by registered mail within 7 calendar days following the delivery date. No complaints will be accepted beyond that date.

The eventual return of goods can only be executed after having informed us of this and after having received our written consent regarding this return.

In the event of wrong or faulty delivery we will only be compelled to replace the concerned goods. The order cannot be refused or annulled for this reason and we can never be compelled to pay damages whatsoever. Orders that have been picked up by the customer in one of our depots can never be returned or exchanged as the customer is supposed to have checked these goods regarding deficiencies and errors at the time of pick up.

6. Installation

All goods are delivered not installed unless otherwise stated. This applies especially to : all types of storage systems, mezzanines, mobile storage systems, partitioning, office furniture, shop shelving systems, workbenches, etc.

We remind the customer of the fact that CORNIX has several teams of specialized installers that can carry out the installation. Information regarding this service can be obtained free of charge. We cannot

be held responsible for the consequences of a wrong or faulty installation by the customer even if we submitted him the installation manual.

Extract of our installation guide-lines (the full version of the installation guide-lines is applicable and can be obtained by simple request) :

- The installation cost is based on a floor that is level according to the Belgian standard STS44.07.2 & 3a. Differences of levels that exceed this standard will cause extra charges to be calculated at the end of the installation and/or can even cause the installation to be stopped. The load capacity of the floor remains the sole responsibility of the customer at all times.
- The installation cost is calculated taking into account the possibility of an 8 hour working day. Shorter rosters will cause extra charges.
- Electricity (power points 20 amp / 220 volts) has to be available in a radius of 10 meter as well as sufficient lighting. The customer has to indicate where water, gas & electricity pipes are situated in walls and floors in order to avoid damaged to these when drilling. We can never be held responsible for possible damage to these pipes as a result of the installation.
- The premises have to be 100 % free of any goods, obstacles or other users.
- Unless otherwise agreed all necessary lifting equipment, shear lifts, etc have to be supplied free of charge by the customer.

7. Payment conditions

- All deliveries are made cash on delivery net unless otherwise agreed.
- Each order of less than 500 € exclusive of v.a.t. has to be paid with the order net. The delivery time only starts at the receipt of this payment.
- For some product ranges an advance payment of at least 30 % will be imposed, net. The remainder has to be paid on delivery net. The delivery time only starts at the receipt of this advance payment.
- Payment conditions can be altered due to special circumstances. More particularly advance payments of up to a 100 % can be imposed. Also certain guarantees or securities can be requested.
- Invoices that are not paid when due will have an interest applied, by law and without reminder, at the legal interest rate increased by 4 % with a minimum of 12 % and 75 € to be calculated from the invoice date onwards. Furthermore a fixed charge of 15 % of the invoice amount will be charged (with a minimum of 75 €) for administration costs. At the same time immediate payment of all amounts, expired or not, that the customer is due by whatever reason, will be claimed.
- Possible complaints about the goods delivered do not give the right to the customer to postpone his payment partly or totally and any claim for compensation by the customer is explicitly excluded.
- Payment can only be made by following means unless otherwise agreed beforehand : receipt of due amounts on our bank account before the delivery date, guaranteed bank cheque in € or cash (€) on delivery (not possible for deliveries outside Belgium), by credit card accepted by CORNIX and provided that card number and expiry date was communicated at the time of ordering and provided we get an authorization from the credit card company. Any other means of payment will only be accepted if agreed by us in writing at the time of ordering.

8. Non observance of the agreement by the customer

In case of non-observance of the agreement by the customer the seller will have the choice either to force the customer to fulfil his obligations in full or to annul the agreement. In case of annulment damages of 35 % of the agreement's value will have to be paid by the customer. This value of damages is exclusive v.a.t. (appropriate v.a.t. will have to be added) and will carry the same interest as the non paid invoices from the date of serving notice onwards.

9. Property provision

The goods remain the sole property of the seller until full payment of the invoice is received. All risks to which the goods are exposed shall pass to the customer upon delivery (= ex works). In case of non-payment the seller retains the right to take back the goods delivered without any mediation of a court. Handing in of bills of exchange or any other title will not be considered as payment of the invoice.

10. Rescission of orders

When, due to force majeure, strike, lock-out, war, government measures and the like, we are in the impossibility to carry out the agreement, we retain the right to cancel the agreement without the customer having the right to claim compensation.

We retain the right to consider the agreement as disbanded by law without serving notice upon the customer, in case of bankruptcy, insolvency or whatever change in the legal state of the customer.

11. Competence

The contract is subject to Belgian Laws. All disputes fall under the exclusive jurisdiction of the Brussels Courts. These general conditions are drawn up in French and Dutch (English is only a non-binding translation). In case of one article being contrary to the law, only this article will be considered as void.

Concerning transport, even for domestic transport and with explicit agreement of the parties, this contract is subject to the stipulations of the Belgian Law of the 4th of September 1962, concerning approval of the contract with regard to the transport of goods by road (C.R.M.), and to the particular conditions stipulated here above.

The stipulations of the treaty of the 1st of July 1964 on 'the international sale of moveable property' are not applicable to this agreement.

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Version 01/01/2019