



General terms and conditions of sale

1.	Binding Agreement	2
2.	Description of the goods	2
3.	Price	2
4.	Delivery	3
5.	Inspection and warranty - visible and hidden defects	3
6.	Retention of title	4
7.	Payments.....	5
8.	Suspension and dissolution.....	5
9.	Liability and exoneration clauses	6
10.	Securities.....	6
11.	Force Majeure and Imprevison	6
12.	Exclusion of extrajudicial sanctions.....	7
13.	Intellectual property rights	7
14.	Offsetting of debts	7
15.	Four-corner clause	7
16.	Nullity.....	7
17.	No third-party clauses.....	8
18.	Non-transferable	8
19.	Disputes	8
20.	Communication	8

Headquarter


International lashing Systems NV
Vosseschijnstraat 30, haven 140
2030 Antwerp, BE

Warehouse

Mulhouseaan Zuid
Haven 142
2030 Antwerp, BE

Legal information

VAT BE0438.667.256
IBAN BE45 5645 1426 5189
BIC GKCCBEBB





1. Binding Agreement

- 1.1.** Unless otherwise agreed in writing between the parties any and all contracts or agreements entered into by and with INTERNATIONAL LASHING SYSTEMS NV, hereafter abbreviated ILS, shall be governed by these general terms and conditions. The contract or agreement shall in no event be governed by the client's general terms and conditions, even if disclosed or submitted subsequently to the present general terms and conditions.
- 1.2.** Unless otherwise agreed in writing between the parties ILS shall not be bound by this Agreement if some of these general terms and conditions would not be applicable.
- 1.3.** In the event of any conflict between the present general terms and conditions and the provisions of the agreement, the provisions of the latter shall prevail.
- 1.4.** ILS' quotations are non-binding. A purchase order, including those noted by the agents or representatives of ILS, is only binding if it is expressly accepted by ILS in writing under the form of a purchase order confirmation. The Client is entitled to cancel the purchase order if within a period of one month after the purchase order he has not received written confirmation from ILS.
- 1.5.** Any cancellation of the purchase order must be in writing and must take place within eight days of the order confirmation signed by ILS.
In case of timely cancellation, the Client shall owe a flat-rate compensation of 15% of the order price, unless proof of higher damages is provided by ILS.
In case of late cancellation, the Client shall owe a flat-rate compensation of 35 % of the price of the order, unless proof of higher damages is provided by ILS.
This compensation covers fixed and variable costs and loss of profit.
- 1.6.** If the agreement is concluded under the fulfilment of a condition, the fulfilment of the condition shall, in deviation from Article 5.147 of the Civil Code, come into effect retroactively.

2. Description of the goods

- 2.1.** The goods shall be in conformity with the confirmation of the order.
- 2.2.** In filling the orders, ILS will contrive to match as closely as possible all sizes, dimensions, weights, quantities, grades, percentages, etc. as indicated the confirmation of the order, with due consideration however for the variances within the usually accepted tolerances for the specific type of goods.
- 2.3.** Such variances as may exceed the usually accepted tolerances will not affect the validity and enforceability of the contract or agreement. In case the Client proves that he suffers a disadvantage due to these variances he is entitled to a price reduction which the parties will negotiate in good faith. These negotiations do not suspend the Client's payment obligations under the agreement.

3. Price

- 3.1.** The purchase price is the amount stated as payable in the confirmation of the purchase order, unless ILS is constrained to adjust such amount in accordance with the evolution of its fixed and/or variable costs as a result of changes in their structure (raw materials, wages, energy, etc.). Any price revision will be made in accordance with the relevant legal provisions In such event, the new purchase price is the amount stated as payable in the invoice.
- 3.2.** The price is excluding V.A.T. unless otherwise agreed.
- 3.3.** The price is excluding delivery, transport and insurance costs, unless otherwise agreed.

Headquarter


International lashing Systems NV
Vosseschijnstraat 30, haven 140
2030 Antwerp, BE

Warehouse

Mulhouselaan Zuid
Haven 142
2030 Antwerp, BE

Legal information

VAT BE0438.667.256
IBAN BE45 5645 1426 5189
BIC GKCCBEBB





4. Delivery

4.1 All deliveries shall, unless otherwise agreed, be "ex works". Delivery "ex works" shall be deemed to have taken place from the ILS's warehouse at the agreed time. . If the Client or person on behalf of the Client fails to take possession of the goods , at the agreed time, the risk is deemed to be transferred to the Client from that time and ILS may claim compensation of € 10/palletspace per day of delay, without prior notice of default, without prejudice to ILS 's right to claim either the enforced performance of the contract or the dissolution of the contract, with compensation

4.3. Unless agreed to the contrary, the transport charges will be charged to the Client., Goods are dispatched at the expense and risk, including storage, loading, transport and unloading, of the Client. even if the dispatching takes place by or at the account of ILS.

4.4. Tender of delivery shall be deemed due acceptance of the goods by the client. Any and all visible defects or flaws of the goods shall be covered and made good by such acceptance and any non-conformities between the order and the goods as delivered shall similarly be nullified.

4.5. Notwithstanding the aforementioned, the risk passes to the Client from the moment the goods leave ILS's warehouse.

4.6. Notwithstanding the aforementioned the Client has to insure the goods against fire, explosion and water damage, as well as against theft from the moment of delivery and for the duration of the reservation of title and these insurance policies must be handed over to ILS for inspection upon request. All claims by the Client towards the insurers of the goods based on these insurance policies will be transferred to ILS upon ILS's request.

4.7. Delivery dates are purely indicative and are in no way binding upon ILS, unless otherwise agreed between the parties. When indicating the delivery time, ILS anticipates that the assignment will be carried out based on the circumstances known at that time. Delays in the delivery of goods and/or performance of services will not impair the validity and enforceability of the contract or agreement unless otherwise agreed. ILS shall not be liable in case of late delivery unless if the late delivery is due solely to its intentional fault of fraud.

4.8. Unless agreed to the contrary, the delivery time will commence on the date of the order confirmation, yet - for as far as this is applicable - not earlier than after all (technical) information regarding the goods are known to ILS and possible diagrams, drawings etc. have been approved by ILS.

4.9. If unexpected additional work is required, the delivery period will be extended by the time needed to carry out the additional work. The Client may, however, cancel the purchase order provided that he can prove a legitimate reason.

5. Inspection and warranty - visible and hidden defects

5.1. The Client should check the goods thoroughly immediately after delivery.

Use, even of a part of the delivery, implies approval of the visible defects or damages.

The non-conformity of the delivery and the visible defects of the delivered goods must be notified to ILS by registered letter at the latest within eight days after the delivery on penalty of forfeiture.

5.2. Any claim based on hidden defects must be notified in detail by the Client to ILS by registered mail under penalty of forfeiture no later than eight days after discovery thereof or after he could reasonably be expected to have discovered this defect.

In the event of a dispute, the claim based on hidden defects must, on penalty of forfeiture of rights, be brought before the court within two months after the discovery of the defect or after the Client could reasonably have been expected to discover the defect.

Finally, this claim must, on penalty of forfeiture, be brought before the court within one year after the delivery of the goods.

Headquarter


International lashing Systems NV
Vosseschijnstraat 30, haven 140
2030 Antwerp, BE

Warehouse

Mulhouselaan Zuid
Haven 142
2030 Antwerp, BE

Legal information

VAT BE0438.667.256
IBAN BE45 5645 1426 5189
BIC GKCCBEBB





5.3. ILS's warranty is in any case limited to the replacement of the defective or damaged goods.

To this end, the goods must be delivered to ILS' workshop carriage paid.

If performance in kind is impossible or cannot reasonably be justified, the compensation, barring intent or fraud on the part of ILS, shall not exceed the amount for which ILS is insured under its liability and damage insurance policies. Copies of the applicable insurance policies will be provided at the Client's first request.

If the insurance should not intervene for whatever reason, ILS' liability shall in any event be limited to 30% of the cost price of the goods sold, barring intent or fraud on the part of ILS.

5.4. No guarantee will be given on defects due to:

- normal wear and tear;
- unauthorised use;
- modification or repairs by the Client or third parties;
- force majeure or other causes not attributable to ILS.
- any fault, even the slightest fault, of any person, including the Client or its appointees.

6. Retention of title

6.1. All goods delivered will remain ILS's property until full and final payment of the price, both in principal, interest and costs.

6.2. This retention of title shall also extend to any goods and materials covered by this clause and processed, transformed, made part of or incorporated into other products.

6.3. Until such time as ownership of the goods sold is effectively transferred to the Client:

(i) the Client is expressly prohibited from using the delivered goods as a means of payment, pledging them or encumbering them with any other security right;

(ii) the Client shall affix to the delivered goods a sign clearly and legibly indicating that the delivered goods remain the property of ILS.

To the extent necessary, this clause shall be deemed repeated for each delivery.

The Client undertakes to inform ILS immediately by telephone confirmed by registered letter of any seizure of the sold goods by a third party. Failing such notification without delay, the Client undertakes to compensate ILS for all efforts and costs incurred to undo the seizure. If the goods cannot be recovered, the Client is obliged to pay damages equal to the price of the seized goods.

6.4. The Client bears a duty of care with regard to the goods subject to retention of title and must store and keep them in perfect condition in a suitable place in accordance with the highest standards and safety requirements prevailing in the sector.

The Client must also insure these goods until the transfer of ownership against all risks common in the sector, such as, but not limited to, fire, water damage and theft.

6.5. All claims which the customer may now or in the future assert and bring against any third party (including, but not limited to, a subsequent purchaser or a third party damaging or destroying the goods or any part thereof, the insurer covering the goods, etc.) in relation to the goods sold under this retention of title and the products made from such goods or into which the goods sold under this retention of title have been processed, transformed or incorporated.) relating to the goods sold under this retention of title and the products made from these goods or in which the goods sold under this retention of title have been processed, transformed or incorporated, shall be transferred to ILS by operation of law until full payment of the purchase price and its incidentals. In this case, the customer is obliged to notify its debtor of the transfer of the debt and submit proof of this notification to ILS. ILS shall also be entitled to notify the transfer and transition of the debt to the debtor concerned, it being understood that ILS's privilege and choice in this regard shall in no way affect the client's duty of notification. In any event, the Client remains jointly and severally liable with the third party for payment of the goods, both in principal, interest and costs

Headquarter


International lashing Systems NV
Vosseschijnstraat 30, haven 140
2030 Antwerp, BE

Warehouse

Mulhouselaan Zuid
Haven 142
2030 Antwerp, BE

Legal information

VAT BE0438.667.256
IBAN BE45 5645 1426 5189
BIC GKCCBEBB





7. Payments

7.1. Unless otherwise stipulated in the agreement or on the invoice, ILS' invoices are payable in cash upon receipt of the invoice at its registered office and without discount or deduction . Bank charges are to be borne by the Client.

7.2. In the event of non-payment or late payment, the price shall be increased ipso jure and without any notice of default being required, by a fixed compensation of 10%, with a minimum of €125.00 , which corresponds to the nuisance thus suffered by ILS, and to the administrative costs incurred in this connection, to the exclusion of court costs and the costs and fees of counsel appointed by ILS.

In addition, interest on arrears shall be due ipso jure and without any notice of default being required, which shall be calculated in accordance with the Act of 2 August 2002 on late payment in commercial transactions. The late payment interest will be charged per started month.

Similarly, in the event of late payment in whole or in part, the flat-rate compensation and interest shall be due.

7.3. Any non-payment or only partial payment of an invoice on the due date shall by operation of law entail the claimability of the invoices, even those not yet due, which have already been drawn up and forwarded to the customer at that time.

In the event of late payment, any payment facilities and discounts granted shall be automatically cancelled and any discounts already applied in the past may be claimed retroactively.

7.4. Payments shall always be offset first against interest due under these terms and conditions, then against liquidated damages and collection costs, and only then against the outstanding (balances of the) invoice(s), whereby the oldest outstanding amounts shall also be offset first, and this irrespective of any comment(s) or statement(s) made by the Client on the occasion of his payment(s).

7.5. The drawing and/or accepting of bills or other negotiable instruments shall never bring about a novation or substitution of the debt and cannot be construed as a waiver or deviation from this terms and conditions of sale.

7.6. Without prejudice to the provisions of Article 4.4, in the event of a dispute the invoice must be protested, under penalty of forfeiture, in a substantiated manner by registered letter within eight calendar days of receipt thereof and in any event before the goods or services are put into use.

In case of a dispute by the Client, the payment obligation can only be suspended in respect of the disputed part from the moment ILS is informed of it until the dispute is resolved and in any case for a maximum of 3 months.

7.7. Proof of forwarding and receipt by the client of the relevant invoices shall be provided by their mere mention in ILS' invoice book, without prejudice to the right of the latter and the Client to adduce any other evidence.

8. Suspension and dissolution

8.1. In case of non-payment on the due date, in case of default of payment, for whatever reason, or in case of default by the Client, ILS reserves the right to unilaterally suspend the execution of all current orders/services, and this after prior notice of default, to which no or no useful action has been taken within eight days, and without this being able to give cause for the Client to claim damages, but without prejudice to ILS's right to claim damages;

8.2. ILS shall be entitled to terminate the Agreement at any time, with immediate effect, without prior judicial authorization, without prior notice of default and without payment of any damages, in the following cases:
(i) if, despite written notice of default observing a period of at least eight (8) calendar days, the Client remains in default of timely and proper fulfilment of one or more obligations arising from the Agreement;
(ii) upon cessation of payment or application for bankruptcy by the Client;
(iii) upon liquidation or cessation of the Client's business;

Headquarter


International lashing Systems NV
Vosseschijnstraat 30, haven 140
2030 Antwerp, BE

Warehouse

Mulhouselaan Zuid
Haven 142
2030 Antwerp, BE

Legal information

VAT BE0438.667.256
IBAN BE45 5645 1426 5189
BIC GKCCBEBB





- (iv) if the control of the Client changes;
- (v) if any or all of the Client's assets are attached;

In the event of dissolution, the Client shall owe liquidated damages of 35% of the goods/services yet to be delivered without prejudice to ILS' right to claim compensation for higher proven damages.

8.3. The Client is entitled to terminate the agreement at any time, with immediate effect, without prior judicial authorization, without prior notice of default and without payment of any damages, in the following cases:

- (i) if, despite written notice of default observing a period of at least eight (8) calendar days, ILS remains in default of timely and proper fulfilment of one or more obligations under the Agreement;
- (ii) upon cessation of payment or application for bankruptcy by ILS;
- (iii) upon liquidation or cessation of operations by ILS;

In the event of dissolution, ILS shall owe liquidated damages of 35% of the goods/services yet to be delivered without prejudice to the Client's right to claim compensation for higher proven damages.

9. Liability and exoneration clauses

9.1. Without prejudice to the provisions of Article 5, ILS shall not be liable for or liable to pay compensation for any intangible, indirect or consequential damage, including (but not limited to) loss of profits, loss of turnover, loss of income, production restrictions, loss of yield, administrative or personnel costs, an increase in general or overhead costs, loss of customers or claims from third parties, in the performance of the agreement, except in the case of fraud or intentional fault on its part and/or on the part of its servants and/or its subcontractors.

9.2. Except in the event of fraud or intentional fault on the part of ILS, and/or its servants and/or its subcontractors, its contractual and extra-contractual liability to the Client shall at all times be limited to the amount covered by the applicable liability or indemnity insurance policy underwritten by ILS. Copies of the applicable liability and/or indemnity insurance policies will be provided at the Client's first request.

Except in the case of fraud or intentional fault on the part of ILS, and/or its servants and/or its subcontractors, in any event, should there be no cover, the total maximum contractual and extra-contractual liability for all claims arising during the term of an agreement shall at all times be limited to 30% of the contract price.

9.3. The warranty for materials and products installed or used is limited to the warranty provided by the manufacturer.

10. Securities

10.1. If ILS's confidence in the Client's creditworthiness is impaired by late payment or non-payment, by acts of judicial execution against the Client and/or demonstrable other events that call into question and/or make impossible the confidence in the proper performance of the commitments entered into by the Client, ILS reserves the right to demand suitable warranties from the Client.

10.2. If the Client refuses to comply, ILS reserves the right to cancel all or part of the order, even if all or part of the goods have already been dispatched. In such a case, the amount referred to in Article 1.5 shall be payable by way of compensation, without prejudice to the payment of any deliveries/services already partly carried out

11. Force Majeure and Imprevision

11.1. Each party shall be released by operation of law and not obliged to fulfil any obligation towards the other party in case of force majeure. Force majeure means the situation in which the performance of the agreement by one of the parties is prevented in whole or in part, temporarily or otherwise, by circumstances beyond that party's control, even if such circumstance was foreseeable at the time the agreement was concluded.

Without pursuing exhaustivity, the following shall all be considered cases of force majeure: depletion of stock; delays in or failure to deliver by a party's suppliers; lack of transport equipment; destruction of goods due to accidents; breakdown of machinery; strike or lockout; fire; riot; war; epidemic; flood; high absenteeism; electrical, information technology, internet or telecommunications failures; governmental decisions or

Headquarter


International lashing Systems NV
Vosseschijnstraat 30, haven 140
2030 Antwerp, BE

Warehouse

Mulhouselaan Zuid
Haven 142
2030 Antwerp, BE

Legal information

VAT BE0438.667.256
IBAN BE45 5645 1426 5189
BIC GKCCBEBB





interventions (including the refusal or cancellation of a permit or licence); fuel shortages; errors or delays attributable to third parties.

The party claiming force majeure is not obliged to prove the unaccountable and unforeseeable nature of the circumstance constituting force majeure.

In the event of force majeure, the obligations of the relevant party shall be suspended. In such case, the parties shall make all reasonable efforts to mitigate the effects of a force majeure situation.

In case the force majeure should last for more than two (2) months, the other party shall be entitled to terminate the agreement without court intervention, without the party claiming force majeure being liable to pay any compensation to the other party.

11.2. In case a change of circumstances, not attributable to the parties, results in the performance of the agreement becoming excessively burdensome for one of the parties, the parties will enter into negotiations to agree jointly on a fair adjustment of the agreement. In doing so, efforts will be made to achieve a similar balance between the parties' contractual obligations as the balance that existed when the agreement was entered into.

The parties continue to honour their commitments in the course of the renegotiations.

If the renegotiations fail within 2 months, the most diligent party can bring the case to court.

12. Exclusion of extrajudicial sanctions

In case the Client maintains that ILS does not perform its contractual obligations or does not perform them in time, it shall in no case be entitled to have the agreement further performed by a third party. Articles 5.81 and 5.235 of the Civil Code are not applicable in this regard.

13. Intellectual property rights

13.1. All intellectual property rights concerning the goods delivered and the services remain the property of ILS and cannot be transferred to third parties without the prior written consent of ILS.

ILS grants the Client the non-exclusive, non-transferable personal right to use the software, drawings and other technical and commercial documents provided to it pursuant to the contract.

13.2. These documents and this software may only be used for the agreed purposes and may only be copied or transmitted to third parties with the specific written consent of ILS .

14. Offsetting of debts

The Client is in no way entitled to offset amounts to which it believes it is entitled, against invoices to be paid or other amounts owed by the Client to ILS .

15. Four-corner clause

The parties confirm that their final agreement is fully contained in the document, or documents, signed by both of the parties, which supersede all prior oral or written discussions, proposals or agreements. Subsequent amendments must be in writing and signed by both parties.

16. Nullity

If legally possible, the parties waive their right to invoke the nullity or nullifiability of the agreement. Parties therefore waive the right to invoke Article 5.59(3) of the Civil Code.

The whole or partial nullity of one or more (parts of) clauses of the Agreement will not affect the validity of the remaining (parts of) clauses.

The parties shall negotiate in good faith in order to replace the invalid (parts of) clauses by other clauses, which approach their content as closely as possible and are as close as possible to the content and spirit of the agreement.

Headquarter


International lashing Systems NV
Vosseschijnstraat 30, haven 140
2030 Antwerp, BE

Warehouse

Mulhouselaan Zuid
Haven 142
2030 Antwerp, BE

Legal information

VAT BE0438.667.256
IBAN BE45 5645 1426 5189
BIC GKCCBEBB





17. No third-party clauses

Unless expressly provided otherwise, no provision in this agreement is intended as a third-party clause within the meaning of Article 5.107 of the Civil Code.

18. Non-transferable

Except with the prior, express and written consent of ILS, the Client is prohibited from transferring the agreement to a third party.

ILS cannot under any circumstances be forced to accept the transfer and it may refuse its consent without justification or attach mandatory conditions to it.

19. Disputes

19.1. If a dispute should arise between ILS and a client whose registered office is established in a country other than Belgium and who has no place of business or branch office in the latter country but who retained a legal counsel with law offices in Belgium, then such client shall be deemed to have elected domicile at the said attorney-at-law's offices.

19.2. Any dispute relating to the validity, interpretation or performance of the Agreement shall be settled only by the courts of the judicial district where ILS' registered office is located.

19.3. All agreements by and with ILS are governed exclusively by Belgian law, to the exclusion of the Vienna Sales Convention and any other international regulation the exclusion of which is permitted.

20. Communication

Unless otherwise agreed, communication shall take place at the respective registered office of the parties.

Except where these general terms and conditions refer to a registered letter, the parties agree that there can also be valid communication by e-mail with acknowledgement of receipt.

Headquarter

International lashing Systems NV
Vosseschijnstraat 30, haven 140
2030 Antwerp, BE

Warehouse

Mulhouselaan Zuid
Haven 142
2030 Antwerp, BE

Legal information

VAT BE0438.667.256
IBAN BE45 5645 1426 5189
BIC GKCCBEBB

