

TERMS AND CONDITIONS

-Acceptance of **general terms and conditions**-

Unless expressly objected to in writing, each buyer/customer acknowledges in writing to have read these conditions and to abide by them. General conditions of the customer/buyer are in no way opposable to STRIX Agro Trading and in no way imply any rejection of the conditions below.

Signing of an order form/quotation means unconditional acceptance of these terms and conditions by the customer/buyer which are also and immediately declared applicable to any additional and future orders by the customer/buyer.

-Order confirmation-

The offer of STRIX Agro Trading is valid for a period of 7 days. In the absence of acceptance by the buyer/customer within the period of 7 days, the quotation shall lapse.

-Answer-

Any cancellation of an order or quotation has to be done by registered letter and is only valid if accepted by STRIX Agro Trading. In case of cancellation of an order before the delivery of the goods, the buyer/customer shall automatically owe a fixed compensation of 30% on the offer price, subject to higher damage to be proved.

If it concerns non-current goods or quantities of goods for which STRIX Agro Trading itself has made commitments to third parties, the lump-sum compensation may amount to 100%.

The sizes, quantities and prices mentioned on the offer may deviate, without STRIX Agro Trading can be held liable for this.

-Deliveries-

The goods are delivered and / or the work performed within a reasonable time, with the usual tolerance inherent in the nature of trade.

The exceeding of delivery times can never give rise to compensation on the part of STRIX Agro Trading, nor to unilateral dissolution of the Agreement.

-Control-

The receipt of the goods is assumed to take place in the warehouses of STRIX Agro Trading unless otherwise agreed. Goods should be inspected upon receipt by the buyer/customer.

If the goods upon receipt are not protested by the buyer/customer, the data stated on bills of lading, delivery notes and all other documents relating thereto, shall be accepted by the customer/buyer.

Complaints for visible defects must also be communicated no later than the time of receipt.

Complaints for hidden defects must be reported to STRIX Agro Trading by registered letter, stating the well-founded reasons for protest and this within a mandatory period of 8 days after delivery of the goods/services in default of which the customer/buyer is deemed to have accepted the delivery.

In case of hidden defects, the liability of STRIX Agro Trading shall be limited at most to replacement by similar goods, whereby all other costs such as transport, insurance, etc. shall be borne by the buyer/customer, and to the exclusion of any compensation for any other possible indirect damage.

-Betaling-

All invoices are payable in cash, unless otherwise agreed.

In case of non-payment of the invoice on the due date, a compensation of 10% on the invoice amount with a minimum of 60 € and interest on arrears of 1% per month or 12% per year will be due by right and without notice, even in case of granting installments.

Non-payment or late payment of an invoice makes the other outstanding invoices immediately due and payable.

The invoice shall be deemed accepted by the customer/buyer in the absence of a protest by registered mail no later than 8 days from the invoice date.

In case of non-payment STRIX Agro Trading reserves the right to stop further deliveries/orders. It also reserves the right to consider the Agreement terminated by operation of law without prior notice of default for the whole or the part not yet performed.

-Property Preservation-

The delivered goods remain property of STRIX Agro Trading until full payment of the invoice more possible costs and interests. The risk is transferred to the buyer/customer from the moment of delivery of the goods by STRIX Agro Trading or collection of the goods by the buyer/customer.

Moreover, STRIX Agro Trading is authorized by the buyer/customer, if the latter does not fulfill his payment obligations, to recover the delivered goods without any notice of default or judicial intervention.

-Survival-

If the delivery is prevented or unduly burdened by force majeure or an interruption in the import of products, STRIX Agro Trading shall be entitled to adjust the Agreement to the circumstances or to cancel it, without this giving rise to a right to compensation on the part of the customer/buyer.

-Territorial **jurisdiction and applicable law**-

All disputes between STRIX Agro Trading and the customer/buyer are exclusively governed by Belgian law and fall under the exclusive jurisdiction of the courts of Antwerp, Antwerp Division.

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