

GENERAL TERMS AND CONDITIONS OF SALE

1. We take the necessary measures to respect delivery terms and do not accept claims for late deliveries.
2. Delays in delivery can under no condition cause the annulation of an order.
3. The goods travel at the risk and at the expense of the recipient.
4. The buyer undertakes to immediately check the goods upon receipt and report possible visible flaws right away to the transport company carrier by mentioning them in writing on the delivery slip. In that case, the goods may not be assembled or commissioned. All observed flaws must be notified to Propulsion Systems in writing, Within 7 days after receiving the goods. In case of invisible flaws, a warranty period of 24 months is applicable, starting on the date of delivery. The warranty does not cover damage or defects that have not been notified to us within the before mentioned deadline. Also excluded from the warranty coverage are all modifications and repairs to the goods performed by the buyer or a third party, without our prior written consent. The warranty will only be applicable if our instructions for assembly and operation were respected strictly. The following causes will not be covered by the warranty: faulty assembly, noncompliance with our operation and installation instructions, normal wear, use of inappropriate tools, use of non-conformant materials, faulty installation, attack by chemical agents, breakdowns that cannot be ascribed to a structural defect. The measuring and operation devices may not be exposed to thermal radiation, gas corrosion, chemical corrosion or shocks. If we agree to an intervention under warranty and the goods have been sold or assembled in the meantime, we will replace the faulty elements free of charge. Possible shipping, disassembly or assembly costs will be borne by the buyer. In case of faults to the goods delivered by another supplier, our warranty will be strictly limited to the warranty conditions of said supplier. To be able to assert a valid claim on the warranty, the warranty certificate must imperatively be sent back within 30 days following the date of purchase. Damaged or faulty goods can only be sent back to us upon our prior, written consent. Without this consent, the goods will be shipped at the risk and at the expense of the buyer. In case of unpaid invoices or late payment by the buyer, the end user will lose his warranty rights. Situations explicitly excluded from warranty coverage are annulation of contracts or price modifications based on possible defects, any claim related to incurred damages, responsibility in case of bodily harm, property damage.
5. All invoices are payable at the head office of our company.
6. Unless otherwise agreed in writing, our invoices are payable upon receipt.
7. Any invoiced amount unpaid at its expiry date will entail interests by right and without formal notice, which will be calculated according to the rates applied by the National Bank of Belgium for advance rates in official form at the time of issuance of the invoice, increased with 2%.
8. In case of non-payment at the expiry date of the invoice, the seller reserves the right to increase the balance by 10%, with a minimum of 25 Euros.
9. Non-payment of an invoice at its expiry date will entail that all other invoices, even ones that have not reached their expiry date yet, become payable immediately by right.
10. In the event that the buyer neglects to perform his obligations, the sale can be cancelled by right and without formal notice, without prejudice to the rights of the seller to any damages and interests. A notification by registered letter from the seller will be sufficient to put this in effect.
11. If the trust of the sellers in the creditworthiness of the buyers is broken by legal actions against the buyers and/or other demonstrable events that put into question the trust in a righteous performance of their obligations by the buyers and/or render performance of said obligations impossible, the sellers reserve the right to annul part of or all of the order, even if all or part of the goods have already been shipped.
12. Without prejudice to the buyer's risk with respect to the goods, the seller reserves the property right to the delivered goods until full payment of the balance and the interests. The paid advances remain acquired by the seller as compensation of possible losses in case of resale.
13. Cashing and/or accepting bills or other marketable securities does not entail renewal of debt and does not constitute derogation from the conditions of sale.
14. In case of dispute, only the courts of Brussels or of the buyer's place of residence, to be chosen at the discretion of the seller, will be competent.
15. Through his order, the buyer explicitly undertakes to accept the present terms and conditions of sale. General terms and conditions of sale of the buyer are always rejected by us. Save as formally and explicitly agreed on, the latter will be void and inapplicable to us.