

General Conditions Archer NV - A.S. Technology

Unless message to the contrary, the following conditions are in force at each rental and/or sale of materials and delivery of services.

1. By his order the customer accepts these general conditions. Deviations are only valid if they were agreed on in writing and beforehand.

2. Unless explicitly stipulated otherwise, the prices stated are in euros and exclude VAT and other charges imposed by national laws. The price stated is in principle fixed, but is also subject to revision or indexing. All agreements are concluded on the basis of the prices applicable at the time. Archer NV - A.S. Technology is entitled to adjust its prices as a result of rate changes on the international markets. For this reason it is possible that the prices in our offers will be adjusted on a daily basis up to the time of signing and mutual agreement on the total price of the work to be carried out. The basic index figure is that of the month of December in the year preceding the commencement of the assignment by the Contractor. The new index figure shall be that of the month of December before 1 January on which the indexing is calculated. The price adjustment due to indexing cannot be invoked to claim the cancelation of the order or agreement.

3. By making an order a customer is obliged to purchase. At the moment of ordering the customer has to pay an advance of 60% of the total amount. The order can only be considered as definitive after receiving the advance. The balance has to be settled in cash when receiving the goods.

If the customers does not collect/receive the goods at the foreseen time, he can no longer appeal on the delivery time fixed earlier.

An eventual cancellation of the order can only be in writing (letter, fax, e-mail). The cancellation of the order is only valid after written consent of our company. In case of cancellation the letter/seller can compel the customer at his own discretion either to buy the goods at full invoice price or charge 50% of the invoice price for compensation without prior notice to the failing customer.

4. The goods always travel under responsibility and risk of the customer, also if the goods are transported by us at the expense of the customer. The same applies for all goods of a third party transported by us at the expense of the customer.

5. Rented/bought goods have to be inspected in our presence at the time of receipt by the customer. Eventual damage or shortcomings will be mentioned on the delivery ticket. When there is no inspection by the customer, the goods will be considered to be received in perfect condition. Each mentioning of damage after receipt will be considered as being caused by the customer. If the customer wishes the goods to be transported, he can inspect the goods in our warehouse before transportation.

If the customer wishes not to do so, he is accepting the goods as being in good condition and all damage to the goods will be considered as being caused by the customer.

6. Eventual complaints about rented/bought goods must reach us within 3 days after receipt by registered letter.

7. Our invoices are payable after receipt, in cash without discount. Each invoice will be considered as accepted, except for protest by registered letter within 8 days after invoice date. Invoices of less than € 50,00 are subject to a € 20,00 administration fee.

8. In case of non-payment on expiry date, all due amounts are immediately claimable, notwithstanding permitted payment conditions.

9. When exceeding the payment terms, the customer must pay delay interests pro rata of 1% a month payable from the expiry date, by law and without default.

10. When invoices are not paid on expiry date, the customer is adhered to an indemnification of 15% of the invoice price with a minimum of € 100,00 without the above interests, also by law and without default.

11. Accepting B/E, cheques, pay-warrants of other pay documents will never be regarded as a renewal of a dept and does not do harm to the application of the present general conditions.

12. In case of rent of material, the renter is fully responsible for it during the full rental period. We are not responsible for any hidden flaws. The renter will also have to pay a deposit except for a different agreement in writing. This deposit will be refunded when the material is returned intact.

13. In case of damage to rented material, the renter will accept the repair or replacement costs given by us. Repairs will be done by someone of our choice. These costs will either be deducted from the deposit or the renter will pay the difference if the repair or replacement costs are higher than the deposit.

In case of loss of rented material, this will be invoiced to the renter in an amount that fits in with the purchase price of the same material at the moment of loss. The paid deposit will hereby be used as a partial payment. When the renter has not paid a deposit, damages will be invoiced to the renter and our general conditions will be applied.

Damage to rented material will be exclusively invoiced to the renter, who is to remunerate this immediately, regardless of his possible claims with regard to a third party.

Rented material which is damaged beyond repair will be put aside for 8 days after assessing, after that it will be disposed of. Material which can be mended, will be put aside for inspection for 48 h after assessing the damages. After that it will be mended.

14. The rental period which is agreed upon in advance, is to be respected by the customer. He cannot appeal to a silent prolongation. If the goods are returned late, a compensation is due which equals the day price multiplied by the number of days of excess.

When the rental time is finished, the renter will be considered failing to return the rented material by law and without any notice. From that moment, the rental company has the right to have the rented material brought back, no matter where it is, without having to appeal to a judge. All costs for this will be entirely for the renter.

15. The attention of the renter is drawn to the fact the he is not the owner of the rented material and that not-returning the material on the agreed moment is punishable.

In case of sale of goods, these remain our property until full payment notwithstanding the risk with relation to the goods transferring to the buyer at the moment of receipt.

16. The customer agrees that our partnership is in no way responsible and therefore not liable to any indemnification in case of late delivery of the goods ordered, goods out of order, any accident as a result of these defective goods or abuse of these goods.

All cases of circumstances beyond one's control, accidents, total or partial strike, resulting in an obstruction or adjournment of rent/sale release the letter/seller from any engagement and responsibility.

17. In case of challenge, only the courts of the district of Antwerp are competent. Only Belgian laws are applicable.