

Alpak | General purchase conditions (EN)

Article 1 Definitions

In these general conditions the following terms are used in the following sense.

User: Alpak bvba

The other party: the user's counterparty;

Agreement: the agreement relating to the delivery of movable goods and services to the user;

Delivery: the goods and services that are to be delivered by the other party to the user on the basis of the agreement.

Article 2 Applicability

1. These conditions apply to all agreements within the meaning of Article 1 of these conditions. They also apply to offers from the other party to the user and to all other aspects of the relationship between the user and the other party.
2. Deviating conditions, such as the other party's sales conditions, only bind the user if they have been expressly agreed in writing on a case-by-case basis.
3. In case of conflict between these general conditions and other general conditions with the applicability of which the user has agreed, these general conditions shall prevail.
4. If any other general conditions applied by the user also apply to any agreement, the general conditions that are the most appropriate for the nature of the agreement will always prevail.

Article 3 Offers and quotations

1. Any request for an offer by the user shall be completely free from obligation for the user and shall only lead to the formation of an agreement between the parties if the agreement is confirmed in writing by the user.
2. The offer issued by the other party is valid for a period of ninety days, unless stated otherwise by the user in its request for an offer, in which case that period will apply. The user will not reimburse any costs or damages to the other party in relation to an offer to be issued unless agreed otherwise in writing.

Article 4 Intellectual property

Intellectual property rights and other subjective rights arising upon submission of an offer to the user and upon execution of the agreement will remain with the user. If necessary, the other party shall transfer such rights to the user in advance and free of charge.

Article 5 Conformity and quality

The other party guarantees the quality and conformity of the delivered items and services. These should be suitable for the purpose laid down by the user and should comply with the agreement and with all public and private standards applicable with respect to these items and services.

Article 6 Confidentiality

1. The parties undertake not to disclose, under any circumstances, anything that may come to their knowledge and which is known to be, or can be reasonably assumed to be, confidential, in relation to requesting an offer, the issuing of an offer, the drawing up of an agreement and the execution thereof, unless this is necessary for the execution of the agreement.
2. The parties will also subject their employees and other persons engaged by them to the confidentiality mentioned in the first paragraph.

Article 7 Compliance

1. If one of the parties fails imputably in fulfilling the agreement, the other party will give the defaulting party notice of default before using the rights to which it is legally entitled as a creditor.
2. The other party can only invoke force majeure if it has informed the user directly and as soon as possible about the facts and circumstances preventing it from fulfilling the agreement properly and if it also provides evidence of this to the user as soon as possible.

Article 8 Liability and insurance

1. The other party is liable for all damage suffered by the user as a result of non-performance by the other party, including full consequential damage occurring when the user uses the delivered items or services for delivery or service to third parties and it is consequently liable in turn towards those third parties.
2. The other party will take out adequate insurance against the risk of liability referred to in the first paragraph of this Article.
3. The other party will indemnify the user against any third party claims where they have suffered damage as a result of the injurious use of the goods or services of the other party.

Article 9 Rates, additional work or less work

1. The other party will implement the agreement at the rates quoted in its offer.
2. Additional work shall only be reimbursed by the user if the user has agreed in writing to the performance of additional work and to the cost requested for this, on the understanding that payment in settlement of additional work will be at a rate not exceeding the rates quoted in the offer. If the offer does not include rates for additional work or less work and such rates cannot be derived from this, payment in settlement of more or less work will be at market rates.

Article 10 Billing and payment

1. The other party's invoices will, in addition to the minimum legally required statements, always include the IBAN and the name of the bank account to which payment is to be made as well as the invoice amount without and plus VAT.
2. The payment term is 30 days from the date of the invoice. The user will always be entitled to defer payment of the invoice amount if the items or services do not comply with the agreement, depending on the shortcoming.

Article 11 Transfer of rights and obligations

1. The other party may not assign, pledge or transfer under any title the rights and obligations arising under the agreement to a third party without the user's prior written consent.
2. The user is entitled to transfer its rights and obligations arising from the agreement between the parties to an affiliated group company. Insofar as required the other party grants permission for this in advance by entering into the agreement with the user.

Article 12 Suspension and dissolution

1. The user is entitled to suspend fulfilment of its obligations towards the other party or to dissolve the agreement if:
 - the other party fails to fulfil or fails to fully fulfil its obligations under the agreement between the parties, after being in default according to Article 7.
 - circumstances of which the user becomes aware after conclusion of the agreement give it good reason to fear that the other party will not fulfil its obligations;
 - upon conclusion of the agreement, the other party has been requested to provide security for the fulfilment of its obligations under the agreement and this security has not been provided or is insufficient.
2. Furthermore, the user is entitled to dissolve the agreement (have the agreement dissolved) if circumstances occur that are of such a nature that fulfilment of the agreement cannot possibly be required or can no longer be required in accordance with standards of reasonableness and fairness or if otherwise circumstances arise of such a nature that it is not reasonable to expect that the agreement can be maintained without any changes.
3. If the agreement is dissolved, the user's claims against the other party are immediately due and payable.
4. If the user suspends fulfilment of the obligations, it retains its rights under the law and the agreement.
5. The user always retains the right to claim damages.

Article 13 Applicable law and disputes

1. All disputes arising from an agreement between the user and the other party will be submitted to the competent court according to the user's registered office. Nevertheless the user has the right to submit the dispute to the competent court according to law.
2. Belgian law is applicable to every agreement between the user and the other party.
3. The applicability of the Vienna Trade Treaty (United Nations Convention on Contracts for the International Sale of Goods) is explicitly excluded.