Alpak | General terms of delivery (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 by 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 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 purchase 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. Offers made by the user are valid for the period stated in the offer and do not bind the user subsequently under any circumstances.
2. Prices specified in an offer are exclusive of VAT and other government levies, insurance, freight and delivery charges, unless stated otherwise.
3. Specified delivery periods are indicative and not binding for the user. Exceeding the delivery period shall not give the other party the right to dissolve the agreement or to claim compensation.
4. Other offers, regardless of form, and information contained in the user's publications shall not bind the user in any way.

Article 4 Formation and content of agreements
1. Acceptance of the offer by the other party establishes an agreement. A bill of lading or invoice sent by the user are also considered to be confirmation of the agreement covering the items specified on the bill of lading or the invoice.
2. If the costs for the user are increased between the time of formation of the agreement and delivery, the user is entitled to adjust the price accordingly. The user will inform the other party of this immediately and in any case prior to delivery. In the event of a price increase of more than 10%, the other party has the right to dissolve the agreement without either party being obliged to pay any damages.

Article 5 Provision of information
The other party will provide the user with any information that is important to the user for the execution of the agreement.

Article 6 Samples and models
If the other party is shown or given a sample or model, then it is assumed to be provided as an indication unless expressly agreed that the product to be delivered will correspond to it.

Article 7 Delivery and acceptance
1. Items are delivered ex warehouse or ex works, unless agreed otherwise.
2. The user is entitled to carry out orders in instalments.
3. The user will only guarantee that the items delivered correspond to the provisions of the agreement with the possibility that the measurements, colours, weights and other characteristics of all materials may vary within usual margins. Unless there is an explicit agreement to the contrary between the parties, the user is not deemed to know or to take account of the specific manner in which the other party will use the purchased item and hence the user can also not be held liable for that.
4. The other party is obliged to inspect the goods upon delivery or collection. If upon delivery damage of goods is detected as a result of transport, this should be reported by the other party to the carrier upon arrival and noted on the transport document. The other party should also report this to the user within 24 hours. The other party shall report any visible defect or visible non-conformity to the user within 7 days at the latest, in the absence of which the goods are accepted in all respects.
5. The other party is obliged to make any observations he may have [?] about the services supplied by the user within a period of 7 days of supply of this service, in the absence of which the services are accepted in all respects.

Article 8 Guarantee
The user can only be held liable for hidden defects manifesting themselves within a period of 6 months of delivery of the goods. These defects should be reported to the user immediately, in detail, and in any case within 7 days at the latest of their discovery, under penalty of forfeiture of recourse.

Complaints shall not release the other party from its payment obligations under any circumstances.

Article 9 Liability
Except in cases of intentional acts or fraud, the user's liability for the delivery of goods and services referred to in the previous articles is limited to, at the user's discretion, either the repair or replacement of the delivered items or the resumption of the provided services, or a refund of the amount invoiced for the delivered items without the user being held liable for reimbursement of any costs or damages.

Article 10 Payment
1. The user's invoices are payable by the due date and into the account number mentioned in the invoice.
2. Where an invoice is not paid within the stipulated period, interest on late payment of 8% per year shall be due from the due date by operation of law and without prior notice of default. Flat-rate compensation of 10% of the invoice amount still owing, with a minimum of 150 EUR, shall also be due by operation of law and without prior notice of default.
3. Payments made by the other party are firstly used to reduce the costs, then to reduce the interest that has fallen due and finally to reduce the principal and current interest. The other party is not entitled to appoint a different sequence for allocation of the payment.
4. The user is entitled to suspend performance of all its obligations in respect of the other party if the customer does not fulfil its payment obligations.

Article 11 Retention of title
1. All delivered items remain the property of the user until the time when the other party has fulfilled all obligations arising from or in connection with agreements under which the user has committed to deliver.
2. All risks of damage or disappearance shall be borne by the other party from the time that it took delivery of the goods.

Article 12 Transfer of rights and obligations
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.

Article 13 Personal data
The user shall process the other party's personal data in accordance with the General Data Protection Regulation (GDPR).

Article 14 Disputes and applicable law
1. In the event of any dispute, the courts of Leuven are competent without prejudice to the user's right to submit the dispute to the court that is competent according to the domicile or registered office of the other party.
2. Belgian law applies to all legal relationships between the user and the other party.