



www.jomy.be
info@jomy.be
Tel: +32 4 278 55 12
Fax: +32 4 278 26 75
Rue Bourgogne, 20
B-4452 Wihogne, Belgium

General Sales Conditions Export

These terms are binding for all our sales and offers, unless a written derogatory agreement is made.

1. The general sales conditions of JOMY SA are integral part of all sales agreements of JOMY SA. Derogatory and additional terms will only be valid if confirmed in writing by JOMY SA, exclusively for the concerning agreement.
2. The prices in our quotations and price-lists are free of engagement and only binding as soon as we have accepted the order in writing. The charges included in our prices are based on the going rates. In case of a modification in rates at the time they are payable, the difference will be settled. We reserve the right to charge price increases imposed upon us.
3. Unless agreed otherwise, duties and taxes are not included in our prices.
4. Unless agreed otherwise, our quotations are valid for 30 days.
5. Unless agreed otherwise our sales and prices, transportation is not included in our price. Unless agreed otherwise, our sales and prices are to be understood Ex Works, at our factory at Rue Bourgogne 20, B-4452 Wihogne, Belgium. Delivery takes place and the risk passes to the buyer the moment that the bought goods leave the factory, or if so agreed, the moment that the goods are delivered according to the agreed upon Incoterms. Only at explicit and written request of the customer, and at his costs, will goods be insured during transportation.
6. Unless agreed otherwise, installation is not included in our prices. The buyer is responsible for and supervises the installation of the goods.
7. Payment will exclusively be made via bank transfer and terms will be as defined in the quotation. The standard accepted payment options are (1) 50% prepayment when ordering and remaining 50% payment before shipment; or (2) irrevocable and confirmed letter of credit with order, followed by payment within 30 days after invoice date. In case of non-payment on the due date, we reserve the right to increase the amount of the invoice by 10 per cent, with a minimum of 1000 EUR, by way of total and fixed compensation. Any amount payable on or after due date will pay an interest of 15% annually by right. We are not obliged to do further deliveries or start further production before the due invoices are settled. The seller reserves the right to cancel the entire or partial order in case of late payments; this also counts for goods already sent. The non-payment on the due date of one single invoice makes the outstanding balance of all the other, even not due, invoices legally immediately due on demand. If the buyer fails to implement his agreements, the sale will be legally undone without proof of default. The expression of the seller's will by registered letter will do here.
8. The delivered goods will remain property of JOMY SA until total payment and discharge of all obligations of the sale agreement. As long as the goods haven't been paid for completely, the buyer cannot transfer the property of the delivered goods to a third party, nor give in pledge the delivered goods. If this ban is disregarded, the selling price is immediately due on demand.
9. The stated delivery delay will be considered as much as possible, but JOMY SA is not responsible if the term is not kept. The delivery delay will start only after reception of full technical documentation, after approval of this documentation by the client and / or regulatory instances, and after reception of the agreed upon advance payment. We are never responsible for damage caused by non-delivery, wrong or late delivery, as a result of circumstances beyond one's control. Should we still be held responsible for late deliveries, the customer, if he has suffered a loss, cannot claim damages higher than one half percent of the amount of the invoice for each full month the delivery time has been passed, up to a maximum of 5%. In case of a late delivery time the customer has no right to cancel the agreement.
10. In case of non-observance of the agreement due to force majeure, we have the right, without prejudice to our other rights, to postpone or entirely or partly annul the implementation of the agreement without judicial intervention without being obliged to any compensation or guarantee. "Force Majeure" means to us anything our suppliers do to us as force majeure. Force majeure also includes strike, exclusion of employers, war or state of war, domestic riots, disturbance in the company, delayed delivery of materials or important parts, delayed transport over land, in the air or on the water, grant too late or not of an official permission, etc.
11. Goods will be considered accepted by the customer at the latest 8 days after our notice of availability of the goods in our factory. Complaints about the delivered goods have to be made to us within 5 days after receipt of the goods by the customer. Possible damages to the packaging have to be determined on the receipt or the transportations documents of the transporters. Complaints about the invoice have to be made to us within 5 days after receipt of the invoice. In absence of this, the customer is supposed to have accepted and approved the delivered goods and any guarantee or responsibility towards the concerned complaints will expire immediately.
12. We reserve the right to implement modifications in our goods, even after the agreed upon sale, when these are deemed useful by JOMY SA.
13. We are not responsible for damage other than being covered by our insurers in consideration of the company and product liability insurance. In compliance with the legal regulations concerning product liability we are under no circumstances responsible for the damage caused as a result of ignoring our written instructions concerning the use of the delivered goods, the construction, the design, the installation or the arrangement of it. We are under no circumstances responsible for direct or indirect damage being the result of any fault in the delivered goods. A guarantee accepted by us restricts us to repair the fault free of charge as quickly as possible. We are never responsible for faults caused by natural wear, improper use or improper installation.
14. Any dispute arising in connection with the validity, performance or interpretation of this contract shall be subject to the exclusive jurisdiction of the Courts of Liege (Belgium), irrespective of the domiciliation of any negotiable instruments and the terms of payment agreed to, even in the event that JOMY SA is called up as guarantor (appel en garantie), or in the event of plurality of defendants, or connexity, without prejudice to the right of JOMY SA to bring the matter before the Court of the buyer's principal place of business, registered office or domicile.
15. Belgian Law governs this contract. The ICC Incoterms apply to the extent that they are not in conflict with any provision of this contract.