

GENERAL TERMS AND CONDITIONS



THESE GENERAL TERMS AND CONDITIONS APPLY TO EVERY ORDER PLACED WITH WESCOREPADEL.

The Website is operated by Herwebo BV with registered office at Poldergotestraat 12, 9240 Zele, and registered with the Crossroads Bank for Enterprises under number BE0840.691.575.

1. CHANGES TO THE GENERAL TERMS AND CONDITIONS

The General terms and conditions can be changed at any time and without prior notice by the SELLER. However, ongoing agreements remain subject to the conditions that were in effect at the time of the sale.

2. PRODUCTS AND SERVICES

By placing an order, the BUYER expressly accepts the current General Terms and Conditions.

Advice regarding the use of the ordered product is given based on "best efforts." Any information or statement provided by the SELLER regarding the use of its products does not constitute a guarantee by the SELLER regarding the suitability of the product in question for the purposes of the BUYER. The BUYER is solely responsible for the correct use of the items in accordance with the instructions (regulations), technical specifications, and applicable safety standards. THE SELLER is in no way liable for damage resulting from use or performance that is not in accordance with the regulations.

3. PRICE

All quotations, price quotes, and the like coming from the SELLER are non-binding unless expressly stated otherwise in writing.

The agreement is concluded if the BUYER places an order with the SELLER, and this order is accepted and/or confirmed in writing by the SELLER.

In no case can the SELLER be held liable for a technical or material mistake regarding the price of one of their items. In these cases, the SELLER informs the BUYER of the correct price, and the BUYER has the right to cancel the order within 8 (eight) days without cost or compensation.

4. DELIVERY

Unless offered by the Website and/or the SELLER, the delivery costs are borne by the BUYER.

The SELLER has the right to suspend the agreed deliveries and services on its own initiative until the SELLER has received payment from the BUYER.

The goods will be delivered by the SELLER to or shipped to the agreed place or places in the manner specified in the order or subsequently agreed in writing.

The BUYER is obliged to take delivery of the goods at the agreed place/places at the time the SELLER delivers them or has them delivered, or at the time they are made available to him according to the agreement. If the BUYER defaults in this regard, the costs incurred will be at his expense.

5. PAYMENT

Payment must be made within 30 days of the invoice date, unless otherwise agreed.

In case of late payment of an invoice, the SELLER is entitled to charge, from the due date and without notice, default interest calculated daily on the outstanding invoice amount at the legal interest rate, as well as a flat-rate compensation for extrajudicial collection costs calculated at 15% of the total invoice amount, with a minimum of EUR 75.00.

6. CUSTOMS

The BUYER is responsible for all customs costs, taxes, import duties, and other charges that may apply to the product. These costs are not included in the purchase price and must be paid by the BUYER. The SELLER is not liable for delays or issues arising from customs inspections or costs. The BUYER is advised to contact local customs authorities to be fully aware of potential costs prior to purchase.

7. OWNERSHIP RESERVATION AND RISK TRANSFER

7.1. Ownership Reservation

Contrary to the Civil Code, the SELLER retains full ownership of the sold and delivered items until the BUYER has fulfilled all obligations, in particular, but not exclusively, until the price of the ordered items has been fully paid.

The BUYER is obliged to keep and manage the items under retention of title as a reasonable person until ownership of these items is transferred to him.

The BUYER must resist any claims by third parties to these items and must immediately notify the SELLER of this.

7.2. Risk Transfer

Notwithstanding the above clause of transfer of ownership, the risk transfer to the BUYER occurs at the time of delivery or handover of the products.

By accepting these General Terms and Conditions, the BUYER agrees that the order can be received by third parties, but solely at the risk of the BUYER.

If the BUYER fails to take delivery of the items or pay for them, it is agreed that the risk of loss of these items lies with the BUYER. This rule also applies if the BUYER in any other way fails to cooperate in the performance that the SELLER is required to perform.

8. FORCE MAJEURE

Force majeure is understood to mean any circumstance that the SELLER or BUYER could not reasonably have taken into account and as a result of which the normal performance of the agreement cannot reasonably be demanded by the other party.

The SELLER or BUYER will immediately notify the other party in writing if a case of force majeure occurs.

In case of force majeure, the other party cannot claim any compensation.

In case of force majeure, the parties must make arrangements for the implementation of the relevant agreement.

9. WARRANTY

The SELLER is not responsible for defects that are visible and that the buyer could have observed himself.

The SELLER is not responsible for hidden defects that he did not know.

10. COMPETENT COURTS AND APPLICABLE LAW

Belgian law applies to the contractual relationship between the SELLER and the BUYER.

Any dispute arising from the contractual relationship between the SELLER and BUYER falls exclusively under the jurisdiction of the Belgian courts and tribunals located in the jurisdiction where the registered office of the SELLER is established.