



ZIP MANUFACTURER • SINCE 1944

GENERAL TERMS OF SALE

1. Unless contrary agreement drawn up in writing by our firm, all our sales or performances and orders will be executed on the following terms; these terms are accepted in its entirety and are valid to the exclusion of the buyer's terms.
2. All invoices are payable immediately in Kortrijk, unless explicitly stated otherwise on the front of the invoice.
3. The delivery terms set forth can only be regarded as an indication, without a resulting obligation. KROKO nv cannot be held liable for delays, even with prior notification thereof with regard to possible damaging consequences as a result of delays in the delivery. If the delay amounts to 90 days or more, the customer can only request cancellation for the goods that are still to be delivered, without entitlement to compensation.
4. Execution will be guaranteed with the usual derogations. We maintain the right to carry out technical changes without having to report them beforehand.
5. Deliveries are effected ex-works and dispatch of the goods will always be at the risk of the consignee, even in the case of free delivery.
6. The goods ordered are to be inspected immediately by the customer upon their arrival and we advise the buyer, as a professional user, to try out the capability and safety of the fasteners by means of their own tests. By right, eight days after receipt of the goods and invoice, these are presumed to be accepted and found conform. Registered letter must report any complaint or decline of non-conformity from the buyer within eight days. The validity of contest of the sales terms is void when not mentioned by registered letter within 8 days after inspection.
7. If the goods delivered are defective, not in accordance are unfit, KROKO nv can never be held liable for more than the invoice amount for these products. KROKO nv cannot be held liable for direct and/or indirect consequences of the respective defect, such as damage to products in which the defective or non-conform product was processed, loss of profits and costs at the customer's expense. The buyer accepts that KROKO nv is not responsible for any claim whatsoever on account of customers of the buyer or third parties.
8. Each delay in the payment will induce an obligation by right and without notification for the buyer to pay a 8% annual interest. If an expired invoice remains partially or completely unpaid eight days after having served notice and without a just cause, an indemnification is due equal to 10% of the amount that is to be paid with a minimum amount of 100 EUR and a maximum amount of 1,800 EUR. KROKO nv is entitled to suspend the implementation of current orders until the outstanding and expired invoices are paid.
9. Prices are set in accordance with the economic circumstances at the time of the offer. If these circumstances change before the time of ordering (taxes, exchange rates, prices of materials,...) KROKO nv is entitled to adapt its prices.
10. NV KROKO guarantees fast dyed up to 30 °C and light fast nr. 3. Except for the use in PVC or coated materials, materials with softeners, where we cannot grant colour guarantee. All other supplementary requests need to be specified previously by writing and by description of the application. The seller can only accept those requests by means of a written acceptance. An increase of the price can be subject to the additional conditions. NV Kroko is only bound when above mentioned is fulfilled.
11. The goods remain the property of KROKO nv until they are fully paid for by the customer. The risks with regard to losses or damages, however, are immediately transferred to the customer following the delivery of the goods. Once the goods are delivered, the customer will store the goods in such a way that they can easily be identified as property of KROKO nv. Until the goods are fully paid for, KROKO nv is entitled to regain possession of the goods. The customer will refrain from treatment or processing of the goods until they are fully paid for. The retention of title of KROKO nv will not be affected, however, by possible treatment or processing of the goods by the customer. If the customer sells the – possibly treated or processed – goods, the claim on the third-party buyer for the goods sold, belongs to KROKO nv for the balance due. Prior terms do not entitle the customer to reimburse the goods to KROKO nv, with the exception of a written permission by the latter. The validity and objections to the current clause are determined by the laws of the location where the goods are situated.
12. A nullification of one clause cannot lead to a nullification of any other clause.
13. In case of litigation the Courts in Kortrijk will be sole competent; except Art. 11 this contract is ruled by the Belgian Law.



Factory / offices: Doornikserijksweg 10 - B-8510 Kortrijk • **T** +32 (0)56 23 20 90 • **F** +32 (0)56 23 20 99
Depot: Rue Brogniezstraat 136 - B-1070 Bruxelles / Brussel • **T** +32 (0)2 523 80 42 • **F** +32 (0)2 523 80 41

E info@kroko.com • **www.kroko.com**