

General Sales Conditions

Art. 1 Validity

These general sales conditions are valid for all orders made to Alpha Reel bvba. The customer is accepting these conditions while making the order to Alpha Reel bvba. Exceptions to these sales conditions, even when mentioned on the documents received from the customer or his representatives, are only valid when Alpha Reel bvba confirms these in writing. Even then, all other items of these sales conditions remain valid.

Art. 2 Offer and Order Confirmation

Unless confirmed explicitly in writing, our offers are only given for the customer's information only. Each order made by the customer is binding upon making the order. It is only binding for Alpha Reel bvba after written confirmation of the customer's order. Mistakes in the order confirmation are to be noticed in writing within 8 days. If this is not the case, the customer's claim expires.

Art. 3 Samples & Descriptions

Unless differently confirmed in writing, our brochures, drawings, dimensions, weights and other general information about the products are given for the customer's information only and are not binding for Alpha Reel bvba in case of printing mistakes. The customer has no right to refuse payment or claim any compensation because of this fact. The customer can neither hold Alpha Reel bvba responsible for eventual inaptitude of the Alpha Reel products for special use by the customer unless differently confirmed in writing.

Art. 4 Delivery Times

Unless differently confirmed in writing, the delivery times mentioned by Alpha Reel bvba are approximate delivery times and are not binding. Even if, in case of an exceptionally confirmed binding delivery time by Alpha Reel bvba, the customer cannot hold Alpha Reel bvba responsible for any delay caused by exceptional circumstances such as war, risk of war, riots, fire or other destructions, strikes, personnel sickness, production failure due to exceptional circumstances. Alpha Reel bvba will in such case agree with the customer on a new delivery time. The customer cannot claim any compensation arisen there from.

Art. 5 Transport

Unless differently agreed in writing, all deliveries are ex works Verrebroek. The transport and transport insurance are payable by the customer. Even if another delivery place or different terms are agreed such as FOB or C&F, the goods still travel at the risk of the customer. In any case, Alpha Reel bvba or a third party warehouses the goods at the risk of the buyer and Alpha Reel bvba has the right to invoice these warehouse costs to the customer.

Art. 6 Ownership Rights

The customer will only own the delivered goods after paying the total due invoiced costs of the goods and eventual interests on late payments. The buyer cannot claim ownership or hand them over to third parties before full settlement of the outstanding costs. Notwithstanding the agreed payment conditions, Alpha Reel bvba always has the right to demand a bank guarantee or payment draft to fulfill payment.

Art. 7 Warranty

Goods sold or manufactured by Alpha Reel bvba are warranted to the original customer only, against defects in material and workmanship for a period of 1 year from the date of delivery. This warranty covers defective parts only. The buyer shall pay all shipping, labour and related expenses in connection with any claim hereunder. This warranty excludes seals, hoses and cables. Any unauthorized adaptation to products sold by Alpha Reel bvba will render all rights of warranty void. In case the customer decided to sell the delivered goods further to another party, the customer agrees to offer the same guarantee conditions as specified by Alpha Reel bvba. The customer also accepts to inform his customer of the general guarantee conditions as given by Alpha Reel bvba. In all cases, the customer confirms to safeguard Alpha Reel bvba for all consequences and claims made by a third party which are crossing our general sales conditions.

Art. 8 Prices

Unless otherwise specified, all prices quoted are ex works. Where carriage, postage and special packaging are needed, Alpha Reel bvba will make an extra charge. If between the time of the order confirmation and the delivery of the goods – even if the delivery time is delayed – the prices should have increased, Alpha Reel bvba has the right to claim the increase from the customer. This increase, however, will not be more than 20 %. If more than 20%, the customer has the right to cancel the sale without any claim for compensation.

Art. 9 Payments

Each amount not paid on the requested date, will be payable through the court. In case of non-payment, 12 % interest per year will be calculated with a minimum of 60 Euro.

Art. 10 Cancellation & Returns

Once accepted by Alpha Reel bvba, an order is not subject to cancellation by the customer without Alpha Reel bvba's express written consent. Any such cancellation shall be subject to a cancellation charge equal to the greater of actual damages incurred by Alpha Reel bvba, or 20% of the initial quoted price, not as penalty, but as the reasonable estimate of the damages which Alpha Reel bvba will suffer on account of the default of Purchaser. Goods adapted or built to customer's specifications (custom Made) cannot be cancelled or returned.

Art. 11 Competence

Only the Court of Dendermonde, Belgium will treat any disputes arising from the sales agreement.