

General terms and conditions

Art. 1

Only these terms and conditions are applicable.

Art. 2

The goods or services are supplied as set forth on the invoice or on the order form. Further allowance should be made for the usual tolerance in delivery dates characteristic of that branch of trade or industry.

Art. 3

The delivery takes place on EKO NOVA's premises or warehouse, or by releasing the goods to the buyer without actually transporting them; unless otherwise agreed in writing.

Art. 4

The goods are transported at the expense and risk of the buyer. The risks of the merchandise are transferred to the buyer the moment the goods leave EKO NOVA's premises or warehouse, or the moment the goods have been released to the buyer. On that same moment, the reliability of EKO NOVA ends.

Art. 5

The goods are accepted by signature of the receiver or any substitute representative of his company. By accepting the goods, the customer accepts liability for extra costs, excise, taxes and fines caused by damage or loss of documents accompanying the goods.

Art. 6

Due to the specificity of the merchandise, complaints about the goods or provided services must be done on delivery and must be mentioned on delivery CMR explicitly. Latent 'hidden' defects should be reported within 24 hours after delivery. All complaints after that will be considered late.

Art. 7

Our deliveries are payable 100% upfront, unless otherwise agreed in writing. Complaints or disagreements are no reason for delay of payment. If the invoice is still unpaid on the due date, then interest is charged ipso jure and without notice of default. This late payment interest is calculated on the basis of the reference rate of the European Central Bank. On top of this, without notice of default, the unpaid invoice amount is increased by 15%, with a minimum of € 100, by way of an indemnity provision for extrajudicial collection charges and contractual damage, without prejudicing our right to other relevant collection charges.

Art. 8

The goods supplied remain property of EKO NOVA until the price (principal, costs and interest) has been paid in full. Until then, the goods cannot be part of a possible bankrupt furniture. The risk pass to the consignee after delivery. The consignee must keep the goods in good condition.

Art. 9

All our contracts shall be governed by and construed in accordance with Belgian law. In case of dispute, the District Court of Antwerp or the Commercial Court will be qualified.