

1. These general terms and conditions form an integral part of our order fulfilment and invoicing processes. The placing of an order implies acceptance of our general terms and conditions of sale; no exemption from these general terms and conditions shall be permitted without our prior written consent. The general terms and conditions of the purchaser shall not be taken into account in any way.
2. **Prices.** When drawing up invoices, only those prices in force on the date of delivery shall be valid. Prices indicated are for goods in our warehouse exclusive of all taxes and charges. We reserve the right to modify the prices indicated in our price lists or offers without any notice.
3. **Shipping.** Shipping shall be at the risk of the purchaser even in cases where we pay the transport costs. We reserve the right to choose the most appropriate packaging material as well as the shipping method. The purchaser shall be responsible for insuring the value of the goods ordered.
4. **Shipping and packing.** Shipping and packing charges and taxes included on the invoice shall be paid by the purchaser.
5. **Payment.** All our invoices are payable in Nivelles, in cash, upon receipt of the goods and without notice, unless otherwise indicated on the invoice. Partial fulfilment of an order shall not in any way give rise to an exemption from payment of any such partial deliveries. Failure to pay the amounts due shall result in the full or remaining balance of the price falling immediately due without notice. All invoices shall bear interest of 1% per month from their due date without notice. A flat-rate penalty of 15% with a minimum of €75 shall be added to the amounts outstanding on any invoices.
6. **Complaints.** Purchasers shall have a period of 48 hours from the time of receipt of the goods within which to submit any complaints.
7. **Return of goods.** Goods may only be returned with our prior agreement and with payment of the cost of delivery to our address.
8. **Termination.** Failure to comply with any one of our terms and conditions of sale shall be sufficient to entitle us to immediately terminate the contract without prejudice to our right to claim compensation.
9. **Transfer of title.** We shall retain full title to the goods until full payment of all sums claimed by us has been made. The goods may only be disposed of by the purchaser by means of lawful commercial transactions. This right of disposal shall be extinguished where the purchaser is in arrears to the seller for payments or the transfer of income from goods.
10. **Order cancellation.** Where the purchaser cancels an order after the purchase of goods and/or production equipment (tools, gauge, mould, etc.) specific to that order, the purchaser acknowledges liability, by express agreement between the parties, for the total cost incurred as a result of the purchase of such goods and/or production equipment by Grando. In all other cases, the purchaser shall be charged a flat rate administrative fee of €75 for the cancellation of any order.
11. **Jurisdiction.** The Courts of Nivelles shall have sole jurisdiction in the event of any dispute arising between the parties. The foregoing terms and conditions shall not be invalidated by any commercial practice, agreement or by implied waiver.
12. **Liability.** Unless otherwise expressly and contractually stipulated, we may not be held liable for any type of loss connected with the use of our products. The purchaser is solely responsible for ensuring that the product ordered is suitable for its intended use. Acceptance of the technical description of the product ordered, or approval of samples or prototypes supplied, shall constitute an irrevocable waiver on the part of the purchaser of the right to call into question the suitability of the characteristics of the product for its intended use.
13. In accordance with established practice, the quantities ordered shall be delivered and invoiced within the limits of a tolerance of plus or minus 10% to cover any excesses or shortfalls arising from the manufacturing process.
14. Delivery deadlines are provided for information purposes only. Any delays shall not entitle you to cancel the sale, refuse the goods or claim damages.