

Terms & conditions

1. All the offers, sales and deliveries by Hinscha nv are according to the following terms and conditions. These terms and conditions are accepted by the buyer in case of the reception of an offer or the reception of a confirmation or when an order is placed even if they are contrary to their buying conditions. These last buying conditions are only accepted on our written permission.
2. Agents, representatives and sellers have no right to contract the company. Their offers have to be confirmed by persons who have the right to contract the company. A contract only starts after our confirmation.
3. Our agreements with some customers precede our general terms and conditions.
4. Our offers are without commitment and expressed, unless otherwise stated, net in euro without VAT or levies to the buyer. Our prices can change, if after the agreement, costs rise, on the subject of raw materials, labor costs, VAT and levies, also of depreciation of the euro against the foreign currency.
5. The general validity of an offer is 2 months. An offer is only valid for the specific request of the customer, this offer is not automatically valid for future requests / orders.
6. In case the buyer cancels the order or refuses to accept the ordered good, there is a compensation indebted of 30% of the invoice. There is a compensation of 50% of the invoice applicable for the cancellation of an exclusive, customized order.
7. In the case of distance selling (online sales) has the customer the right to cancel the contract within a period of 14 days. This does not apply to customized products or non-stock items that are specially ordered for the customer.
8. All our prices are net, ex works. The expense and the risk for the transport costs are charged for the buyer, unless otherwise specified (Ex works). The address of the delivery is communicated by the customer. Administration costs are charged for all deliveries of which the net amount is less than € 25,00 (excluding VAT). Advance payments are applicable, unless otherwise mentioned.
9. The goods are sent at buyer's risk even if they are franco delivered. Any complaint has to be received within 5 working days after the delivery and the goods may not be used or resold. Visible defects are to be reported immediately. In the absence of this report, the goods are seen as accepted, also for invisible defects. No remand will be accepted without our written agreement. Complaints of non-compliance after treatment are never admissible. There is no warranty because these are consumables. We are allowed to invoice the goods even if they are just a part of the order.
10. We reserve the right to invoice the goods according to the deliveries, even if these are only part of an order.
11. The transport costs are depending on the country where the goods are sent and on the weight of the goods. The customer can also pick up the goods during opening hours at Hinscha nv.
12. The delivery terms are indicative and not binding. Our company is not responsible for any delay, in case of 'force majeure', strike, lock -out and so on. Delay for the delivery is not a

reason for the contractor to ask for a compensation or to cancel the agreement. We are never liable for a stock break of the buyer.

13. There is a limited liability of cause – effect for indirect damage of a bought good with a maximum of the price of that good.
14. All the delivered goods remain our property until full payment.
15. a. Private customers (consumers)

All invoices are advance payments, unless explicit written message. Every amount that is not paid at expiry date is raised with interest, with full right and without notice, from the expiry date at 1% each month, and every passing month is seen as expired. There is no debt compensation in case of bankruptcy, insolvency or default of the third party. Other debts do not expire in case of default or insolvency of the third party. Deliveries / services are to be done even with default of the third party (law of the continuity of business).

 - 20 euros if the balance due is less than or equal to 150 euros;
 - 30 euros plus 10% of the amount due on the tranche between 150.01 and 500 euros if the balance due is between 150.01 and 500 euros;
 - 65 euros plus 5% of the amount due on the tranche above 500 euros with a maximum of 2000 euros if the balance due exceeds 500 euros.
- b. Professional customers (companies)

All invoices are advance payments, unless explicit written message. Every amount that is not paid at expiry date is raised with interest, with full right and without notice, from the expiry date at 1% each month, and every passing month is seen as expired. There is no debt compensation in case of bankruptcy, insolvency or default of the third party. Other debts do not expire in case of default or insolvency of the third party. Deliveries / services are to be done even with default of the third party (law of the continuity of business).
16. In case of prosecutions for non-payment, the amount of the invoice will raise with 20%, with a minimum of 50 euro to cover the costs, all compensations and interests remain, even if payment respites are granted.
17. Hinscha nv is allowed to change web pages, prices, stock and delivery terms at all times.
18. If 1 clause is void for one reason or another in these terms and conditions, the other clauses stay valid.
19. The Dutch terms and conditions precede the English version.
20. Any dispute regarding these terms and conditions, other agreements or sales, is the commercial court of Kortrijk – and other courts and tribunals – authorized under Belgian jurisdiction / law.