

General terms of sale (English).

1. Unless otherwise specified in writing, business shall be conducted for the purpose of this agreement, and in the event of any subsequent agreements, solely on the basis of our general terms of sale completed with the special conditions mentioned in our offer letter(s). Every customer is required to acknowledge and accept our general terms of sale and terms of payment. Even when the customer's terms of purchase are incompatible, our terms shall continue to apply.
2. Any offer made by Planet wInner is completely free of obligation. Orders shall be accepted only after being confirmed by us in writing.
3. Our invoices are made out at the rate applying on the day of delivery. Our prices do not include VAT. The exchange rate risk shall be borne by the purchaser. The issuance of trade bills or the granting of time limits or delays does not involve a renewal of debt.
4. Prices and conditions contained in our offers are valid for 30 days starting from the date of the offer.
5. Unless explicitly stated, the delivery period is not binding. The delivery period is provided solely for information purposes. Failure to observe the stated delivery periods may in no circumstances be invoked as grounds for cancelling the order, refusing the delivery, not paying the invoices or requiring compensation. Circumstances outside one's control or a force majeure shall entitle us to break off the agreement or order in full or in part, without any obligation to provide compensation.
6. The seller shall be entitled to make partial deliveries.
7. Goods are dispatched at the risk of the recipient, whatever the particular circumstances of delivery, even when the goods are delivered carriage paid. So it is in the recipient's interest to check the goods on arrival. We cannot be held liable for any defects or any kind of damage sustained after the goods leave our premises.
8. Agreements concluded by our representative are valid only when approved by us. Our representatives are not entitled to collect payments of our invoices or to give valid receipts.
9. Unless otherwise specified, our invoices shall be payable at our headquarters in Brugge, 30 days after the invoice date. Failure to pay an invoice or bill on the due date shall by rights and without prior notice render any amounts still owed on invoices or bills, even when not due, collectable; Should there be any valid doubts about the purchaser's due observance of the obligations, the latter shall be required to offer a security as soon as requested.
10. Any late payment shall by rights and without notice be subject to interest of 2% per month. In the event of a legally unjustified failure to pay, even a partial failure to pay, irrespective of a reminder, the debt shall be increased by an amount equal to 15% of the sum shown on the invoice or bill with a minimum of € 200,00 as the fixed amount of compensation for the damage incurred and increased to take account of any legal costs. In the event of a late payment, we are also entitled to suspend or cancel the fulfillment of current orders or any obligations towards the purchaser, without notice or legal action.
11. An invoice shall be considered as accepted if no specific complaint is received in writing eight days after the reception thereof. Counterclaims may not be settled with our claims. The goods delivered shall continue to remain our property until they are paid for in full.
12. The terms of sale shall apply even if the purchaser does not receive them in the purchaser's own mother tongue.
13. The seller is understood to refer to Planet wInner BVBA, and the purchaser to the customer.
14. In the event of any dispute the Bruges jurisdiction alone shall be competent.

Planet Winner bvba

Bossuytlaan 49

8310 Brugge-Assebroek

Belgium - Tel: +32 (0)50 375 373 - Fax: +32 (0)50 36 02 42 - email: info@planet-Winner.com

Web: <http://www.planet-winner.eu>