

GENERAL

By placing an order with us, the buyer accepts our general terms and conditions of sale. These only are law between parties, and neither the general nor the special terms and conditions of the buyer may qualify. Only deviations agreed on a case-by-case basis and recorded in writing may lead to amendments. If one or more of the clauses of these terms and conditions is invalid or loses its validity, this shall not affect the validity of the other clauses.

I. ORDER

1. All our offers are non-committal and without obligation.
2. Agreements with us, our distributors, representatives or employees only bind us after and as of our written confirmation.
3. Amendments to an order can only be accepted by us until the moment our order confirmation is sent. If we receive an amendment to an order after it has been confirmed, this can only be considered as accepted by the buyer after receipt of a new written confirmation. If we do not accept an amending order, the buyer does not have the right to cancel the original order. The price change due to the amendment of an order is binding on the buyer from the fourth day after the date of dispatch of the order confirmation regarding this amendment.
4. In the event that, after confirmation of the order and before delivery, we learn of circumstances that make our claims appear no longer to be sufficiently insured, we shall be entitled to request an advance payment or guarantee, if necessary to terminate the contract, without any right to compensation from the buyer.
5. If the buyer delivers the chassis or any other part, he is obliged to make it available to us on the date fixed by the agreement. Failing this, he shall be reminded of this obligation by registered letter only. If the buyer does not then make the materials intended for delivery available to us or have them made available to us in our workshops within eight days, we shall be entitled to terminate the agreement at the buyer's expense. If we do not exercise this right, we decline all responsibility with regard to the date of completion of the ordered construction.
6. The buyer shall deliver every object against receipt. We are not responsible for the loss of objects for which a receipt is missing.
7. If the order is cancelled or terminated by the buyer, a fixed and irreducible compensation of 25% of the agreed price shall be owed automatically by law without formal notice. However, we reserve the right to prove and claim higher damages. Advances paid shall be deducted from the compensation.

II. DELIVERY DATES

1. The delivery dates are given for information purposes only and cannot be guaranteed. Delays in delivery cannot give rise to the cancellation of the order, or to compensation, or to refusal of the goods by the buyer. In any case, this period only starts from the moment we receive written confirmation that the financing has been granted.
2. If the delivery date exceeds the planned date by three months, the buyer may, after formal notice by registered letter to deliver within the next fourteen days, demand the cancellation of the order with a refund of the advance paid, without any compensation or interest. A buyer who does not avail himself of this clause and accepts his vehicle shall not be able to complain about the delay in delivery.
3. Circumstances due to chance or force majeure, including strikes or lock-outs, either in our workshops or in those of our suppliers or import sources, give us the right: either to extend the delivery date proportionally, or to waive the order by registered letter only, without any right to compensation for any reason whatsoever for the buyer.

III. DELIVERY

1. Delivery shall be made from our registered office and shall be deemed to be acceptance, as shall the dispatch or removal order.
2. Acceptance must take place within 48 hours of receipt of the message that the merchandise is available. Once this period has expired we have the right, without further formal notice: either to demand the performance of the agreement and to place the vehicle in our open-air car park with a charge for parking fees. In this case we decline all responsibility for theft, loss, fire or damage, even if this is due to chance or force majeure, or to assign the merchandise to another buyer. In this case, a similar vehicle shall be delivered to the buyer in an adapted delivery period, at the price in force at the time of the actual delivery, or, after formal notice to the buyer by registered letter to collect the merchandise within three days, to consider the purchase contract as terminated at the buyer's expense. In that case, the buyer is obliged to pay a fixed and irreducible compensation of 25%, in addition to all commission fees and compensations that we would have paid. We are entitled to claim these commissions and fees in our own name. These provisions are without prejudice to our right to prove and claim higher damages.
3. Acceptance by the purchaser or his representative implies express acknowledgement of the good roadworthiness of the vehicle, as well as the complete delivery with all accessories in accordance with the order. Any subsequent complaint concerning the condition of the vehicle in general, and defects in particular, shall no longer be accepted.
4. If the goods are shipped or delivered by us to a destination indicated by the buyer, then this shipment or delivery takes place at the expense, risk and danger of the buyer, even if shipment or delivery is carried out by our employees. The latter are deemed to be the purchaser's employees, and the purchaser is responsible for accidents that could be caused to third parties, to the vehicle, to goods, to travellers or to the carrier, as well as for any violation that might be reported.
5. All risks, including those of chance or force majeure, shall be borne by the purchaser from the time of receipt, the dispatch or removal order or leaving our registered office.
6. The characteristics of the construction, including the number of places or the load capacity indicated in the specifications, are always given subject to approval by the competent authorities. The buyer shall not be able to claim any compensation in case these characteristics provided in the construction do not correspond to those authorised by the competent authorities.
7. The statements made by us regarding the power, weight, speed and operating costs of the vehicle are provided by way of information and are to be regarded as approximate.
8. All chassis and vehicles entrusted to us, or on which we exercise a right of retention, are insured by us against fire during their stay in our workshops. As a result, the buyer shall be charged an amount of 25 pounds per chassis or vehicle, to be paid when the object in question is removed.

IV. PRICE

1. Our prices should be understood as follows: net, cash, free of charge, collection from our registered office.
2. If, after the conclusion of the agreement, a price increase takes place due to market circumstances, or if regulations are imposed on us or our suppliers by the government or other competent bodies with regard to the sold item, the working hours, raw materials, spare parts or components, or if new levies or charges are placed on the sale and/or construction of the sold item, parts, raw materials or working hours at home or abroad or the existing ones are increased, we are entitled to increase the agreed sales price proportionally, even if this price has been agreed "all inclusive".
3. The work and accessories required for the adaptation and fitting of accessories supplied by the customer are always charged as a supplement.
4. Packaging is charged separately and not taken back.
5. The VAT applied is always that in force at the time of delivery.

V. PAYMENT

1. A deposit of 20% must be paid with each order.
2. Our invoices are payable at our registered office, cash on delivery. The issue of bills of exchange does not change the place of payment, nor does it imply any novation of debt.
3. Under no circumstances shall our distributors, representatives or employees be authorised or instructed to collect the amounts due to us, unless they are holders of a power of attorney signed by us. Payment can only validly be made to our giro or bank accounts, or in cash, against receipt signed by one of our directors. Any payment made in violation of these provisions to our distributors, representatives or employees shall have no legal effect with respect to us.
4. Any deferred payment method that we might accept shall be made by accepted values plus bank and discount costs, and shall automatically bear interest from the day of delivery, the dispatch or removal order. Buyers who benefit from this exception undertake not to acquire any delivery from a competing firm before full payment of our claim.
5. Until full payment of the sum specified in the contract, possibly increased with interest, the buyer is obliged to insure the delivered goods against fire, theft and own damage, for a value equal to this amount, and cedes us the right to collect the unpaid balance on the compensations to be paid.
6. The goods remain our property until after full payment of the amounts due, both in principal and in interest, plus costs and compensation, where applicable. The buyer undertakes not to dispose of the goods purchased, nor to pledge them, under any title, nor to make any changes that would reduce their value. He also undertakes, under penalty of compensation, to inform us within 24 hours of any seizure of the sold object that has not yet been fully paid for. All costs, judicial and extrajudicial, to be submitted by us for possible re-examination, are at the expense of the buyer.
7. Non-payment of one payment on account or one bill of exchange shall automatically by law render the entire balance payable, even if there are bills of exchange with a later due date. This shall also be the case in the event of postponement or cessation of payment, amicable or judicial liquidation, bankruptcy-preventing concordat and bankruptcy.
8. In the aforementioned cases we reserve the right to dissolve the purchase contract without formal notice and to take back the goods delivered without judicial intervention, wherever they may be, even if they are in other hands. The buyer is then obliged to pay compensation equal to 25% of the amount stated in the order form, and in addition to have compensation determined by an expert for wear and tear, damage or devaluation of all the delivered goods. The sums paid to us by agreement shall remain our property up to the amount of these two payments.
9. If the intervention of a credit institution is required and the buyer does not express his preference, he shall place the transactions in the hands of a credit institution proposed by us. The buyer must provide this institution with all the requested information upon first request, and produce all administrative authorisations, insurance and proof of financing. Our cooperation in obtaining the credit does not imply any commitment on our part. However, the buyer remains bound by his order, even if the requested financing is not granted to him. If the credit is not granted to the buyer within sixty days of the order form, we have the right to regard the order as null and void. In that case, compensation of 10% of the agreed price is due, subject to our right to prove and claim higher damages. All amounts already paid remain with us up to the sum of these amounts.
10. All other orders, such as alterations, repairs, additional work, delivery or fitting of components and spare parts, must be paid in full before acceptance.
11. From the due date of the invoices, interest equal to the interest charged by our Banks for the cash credit shall be due automatically by law and without formal notice, increased by 1%, and on the understanding that the interest rate may in no case be lower than 1% per month. The drawing of bills of exchange does not alter this.
12. If these invoices remain unpaid eight days after sending a reminder by registered post, we shall be owed an additional fee of 20% automatically by law and without further notice. This clause does not prevent the debtor from requesting instalments.
13. In the event of non-payment, even on a current account, we have a right of retention on the items in our possession, even if they were not originally delivered by us.

VI. TAKEOVER OF OLD VEHICLE

1. If the order form provides for the takeover of an old vehicle, this is subordinate to the delivery of a new vehicle. The acquisition price is always determined exclusive of VAT or other taxes.
2. Takeover takes place only after examination of the vehicle to be taken over in our workshops by our expert, confirmed by one of our directors.
3. We are not obliged to take over a vehicle if the order is terminated or cancelled by one of the parties, even if we are already in possession of this vehicle. The old vehicle shall be returned to the buyer against payment of all costs of repairing or putting into service, without the buyer being entitled to compensation for any reason whatsoever. If the vehicle has already been sold on, we are only obliged to transfer the sales price after deduction of a commission of 10%, in addition to all costs and charges caused by possible repairs and resale.
4. The vehicle being brought in must be delivered to our workshops by the buyer at his own expense at the latest on the day of delivery or receipt of the new vehicle. If this does not take place, the buyer shall be required to hand over an accepted bill of exchange in the amount of the value of the takeover, which shall then definitively lapse.
5. The buyer must deliver the vehicle to be taken over, together with the takeover invoice, in the same good condition as agreed upon at the time of takeover, and provided with all parts and accessories required by the regulations on commercial vehicles. Failing this, we have the right to refuse the takeover or to reduce its value.

VII. GUARANTEE

1. The only guarantee on the delivered vehicle is the one provided by us. This guarantee is strictly limited to the clauses contained in the warranty booklet supplied with each new vehicle, and also to hidden defects.
2. Parts are sold without guarantee. Parts of electrical equipment, whether assembled or loose, are not taken back.
3. Repairs are not guaranteed.
4. The guarantee does not apply to second-hand vehicles, whose visible and hidden defects never commit us to any liability, no more than the year of construction, which is always provided by way of indication only. The second-hand equipment is always sold in the condition it is in, which is sufficiently known by the buyer.
5. A buyer who is not up to date with his payments does not benefit from any guarantee.

VIII. CHANGE OF ADDRESS

The buyer must inform us immediately of any change of address. If this is not done, all correspondence shall be effective if it is sent to the address of the buyer mentioned in the order form.

IX. DISPUTES

1. No complaint shall be accepted 8 days after the invoice is sent and/or the delivered goods are received, without prejudice to the provisions of Article III.3.
2. In the event of a dispute concerning this agreement or its performance, even for the payment of accepted bills of exchange, only the courts of our registered office are competent, even if there are several defendants. However, we reserve the right to bring our claims as plaintiff before other competent courts.

X. TRANSFER OF RIGHTS

Without our prior and written consent, the purchaser cannot transfer his rights and obligations towards us to third parties.