



General Terms and Conditions of Sale and Service

1. General

These general conditions apply to all products and services offered by S.H.M.C. SPRL.

All accepted quotations, order confirmations, delivery notes and invoices imply the Customer's unreserved acceptance of these general terms and conditions of sale and supply of services.

No special conditions or other general conditions of the Client may take precedence over these general conditions. The Customer expressly waives the application of all or part of its general terms and conditions of purchase. Consequently, in the event of contradiction with the Client's general terms and conditions of purchase, the present general terms and conditions shall prevail.

2. Prices

2.1 The prices indicated in the quotation are expressed in euros and exclude VAT.

2.2 The prices are increased by any delivery or service charges required by the Customer and applicable on the date of the order. For any spare part order for an amount of less than €500.00, transport costs will be applied.

2.3 The Recupel fee (if applicable) is included in the price indicated.

2.4 In general, the prices are subject to revision on 1 January of each year.

3. Terms of payment

3.1 S.H.M.C. BVBA will issue an invoice for each delivery and/or service performed, which will be sent by post or digitally (at the request of the Client).

3.2 Unless otherwise agreed between the Client and S.H.M.C. SPRL. in the order confirmation, all invoices must be paid within sixty (60) days to the account of S.H.M.C. SPRL. indicated on the invoice. No discount will be granted for early payment.

3.3 Invoices not paid on the due date shall bear interest of 1% per month from the due date. In addition, by way of conventional fixed compensation, the amount of unpaid invoices shall be increased by 15% for amounts of less than €2,500 and by 10% for amounts of more than €2,500 with a minimum of €250, plus the costs required to recover the debt.

The acceptance of payment deadlines and/or bills of exchange does not entail novation and does not affect the due date of the debt and the interest and compensation referred to below.

3.4 In the event of cancellation of the order more than two (2) weeks after its confirmation, the Customer shall be liable to pay a fixed compensation of 50% of the order price.

3.5 Any complaint regarding an invoice must be submitted in writing.

3.6 Any complaint relating to a job must be made in writing within THREE DAYS of its completion.

4. Reservation of ownership

S.H.M.C. SPRL. remains the owner of all material supplied until the full amount has been paid, including costs and interest. The Client is obliged to insure the material thus held against any possible damage.

The Client authorises S.H.M.C. BVBA, in the event of non-payment on the due date, to repossess the delivered goods, at the Client's expense, irrespective of their location.

5. Delivery

The delivery only concerns the goods and/or services indicated in the order confirmation.

Delivery times will be respected as far as possible. S.H.M.C. SPRL shall not be liable for any delay in delivery due to force majeure and shall therefore not be entitled to any compensation whatsoever or to the total or partial termination of the contract.

6. Responsibilities

6.1 S.H.M.C. BVBA is responsible for the proper execution of the activities related to the order until the delivery and receipt of the products and/or services provided.

6.2 S.H.M.C. SPRL. insures the goods until their delivery and acceptance by the Client. Except in the case of gross negligence, the Client shall not be liable for any damage to persons or property arising directly or indirectly from the service provided by S.H.M.C. BVBA.

6.3 S.H.M.C. SPRL. will not be held liable if the Client does not provide it with all the information required for the execution of the order.

The Client undertakes to make the place of performance accessible to the supplier in good time.

7. Warranty

7.1 The guarantee for the equipment and spare parts delivered by S.H.M.C. BVBA is 2 years.

7.2 The guarantee only applies to equipment whose malfunction/technical problem has been confirmed by one of the technical partners of S.H.M.C. BVBA and/or the technical manager of S.H.M.C. BVBA.

7.3 The guarantee does not include:

- Damage to the equipment as a result of negligence, insufficient control and supervision, defective maintenance. This is clearly demonstrated and accepted by both parties.
- Batteries of the delivered equipment.

7.4 The slightest modification made by the Client without the agreement of S.H.M.C. SPRL and without the certification provided by the manufacturer, will result in the loss of the equipment.

7.4.1 The slightest modification of the final use of the product made by the Client shall result in the immediate extinction of the guarantee.

SHMC SPRL cannot be held responsible for any misuse of the equipment and/or its consequences.

7.5 S.H.M.C. SPRL certifies that the products have been subject to a prior quality test to justify the marketing of the product.

7.6 The Client is responsible for the conservation of his stored products during the time of the repair of the appliances.



8. Applicable Law - Dispute

8.1 Any dispute relating to the interpretation and execution of these general conditions is subject to Belgian law.

8.2 Any dispute that cannot be resolved between the two parties shall be brought before the Commercial Court of Nivelles.