

General purchase conditions – June 2018

1. These general purchase conditions shall apply to all our enquiries and orders, including those in the future, and to all delivery contracts and other agreements, including those in the future, concluded with the supplier in connection with orders. Any terms and conditions issued by the supplier are hereby declared null and void, even if they have been transmitted to us in a letter of confirmation or in any other way, or even if we accept the supplier's performance without again rejecting the supplier's said terms and conditions.
2. Ancillary verbal agreements, any departure from these purchase conditions, and supplements or exclusions to these purchase conditions shall only be valid if they are in writing. This shall also apply to any annulment of this requirement of written form.
3. The supplier agrees to accept and fulfill only those orders which are placed by authorized persons officially representing ALVANCE Aluminium Duffel BV.
4. The supplier agrees to provide to ALVANCE Aluminium Duffel BV a written confirmation of an order latest within 14 days of the date of the order, or a notice that he cannot fulfill the order. If there is no notification within the 14 days period, then ALVANCE Aluminium Duffel BV has the right to annul the order without any liability towards the supplier in the event of any costs incurred and with the right to claim damages from the supplier for any damages resulting from the lack of notification.
5. In the event of delivery taking place notwithstanding a prior confirmation of the order being conditional or not in accordance with the order form, said delivery will be regarded as taking place without reservations by the supplier in respect to the general purchase conditions of ALVANCE Aluminium Duffel BV, in respect to the particular conditions between ALVANCE Aluminium Duffel BV and the supplier, and exclusive of any different conditions noted in the confirmation of the order.
6. The price of the delivery of goods and/or services will be equal to the price on the order form of ALVANCE Aluminium Duffel BV and will apply excluding VAT and including all tariffs, taxes or excises other than VAT.
7. The supplier agrees to adhere at all times to the European and Belgian laws and regulations regarding (product) safety and health.
8. Any machines being part of an order must be in accordance with Belgian law in application of the European machinery directive 2006/42/EG, or in the absence of execution of this directive, in accordance with the European machinery directive itself. To that end, all machines delivered by the supplier need to have a valid "CE" tag or label and to be accompanied by the certificates of conformity with the aforementioned directive or applications thereof.
9. The quantity, quality and specifications of the delivered goods and/or services will conform to those defined in the order form or to any subsequent written specifications provided or accepted by ALVANCE Aluminium Duffel BV.
10. The goods will be sent in one shipment.
11. The goods and/or services will be delivered to the delivery address, on the date or within the term of delivery noted on the order form, and this during our normal business hours (08.00h to 15.30h) by the supplier who enters the ALVANCE Aluminium Duffel BV premises at his own risk.
12. The goods to be delivered need to be handled and protected in such a way that they can be stored in a protected area for up to 2 years in any and all weather conditions, without suffering any loss of quality, quantity or specifications.
13. Every delivery must be accompanied by a delivery form on which the purchase order number of ALVANCE Aluminium Duffel BV is clearly indicated. When a purchase order number is not mentioned, ALVANCE Aluminium Duffel BV has the right to refuse the delivery. The signing of a delivery form by an employee or a representative of ALVANCE Aluminium Duffel BV represents only the receipt of goods and not the acceptance by ALVANCE Aluminium Duffel BV of the conformity of the quality, quantity or specifications of the goods delivered with the quality, quantity or specifications described in the original order form, nor the acceptance of any visible or invisible shortcomings in the goods delivered.
14. Obvious defects of the Goods will be regarded as accepted if they are not protested during the first 10 days of use by ALVANCE Aluminium Duffel BV. In the event of such protest, the supplier will recover the refused goods at his own expense within 14 days of receipt of the protest.
15. If goods or services are not delivered within the term specified on the order form, ALVANCE Aluminium Duffel BV has the right apart from any other legal remedy and without proof of default, to reduce the agreed price by 1 % for each commenced week of delay. In the event of delay of more than 4 weeks, ALVANCE Aluminium Duffel BV has the right to cancel the order, without prejudice to our right to claim any damages against supplier.
16. Transfer of risk and transfer of ownership take place, regardless of any other description in the applicable Incoterm-clause, at the time of signature of the delivery form by ALVANCE Aluminium Duffel BV.
17. In the absence of any different agreement, payments shall be due 60 days net at the end of the month following receipt of invoice and goods. Insofar as documentation, test certificates or similar papers form part of the performance, the foregoing payment deadlines shall not commence before contractual handover of the said papers to ourselves.
18. Invoices without a clear or correct indication of the purchase order number of ALVANCE Aluminium Duffel BV or without an accurate identification of the goods and/or services will be refused and returned to the supplier. Returned invoices will be regarded as never received by ALVANCE Aluminium Duffel BV, such that the term of payment will begin only upon receipt of an accurately drawn up invoice.
19. The supplier takes notice that ALVANCE Aluminium Duffel BV does not accept any deliveries to be paid in cash.
20. ALVANCE Aluminium Duffel BV retains the right to deduct all amounts due by the supplier to ALVANCE Aluminium Duffel BV from the price payable for the delivery of goods or services.
21. The supplier warrants to ALVANCE Aluminium Duffel BV that the goods: (a) conform to the quality, quantity and specifications of the goods ordered; (b) are suited for any normal use by ALVANCE Aluminium Duffel BV or are suited for any exceptional use by ALVANCE Aluminium Duffel BV indicated by ALVANCE Aluminium Duffel BV to the supplier, and that their use or their sale respects any and every possible intellectual right of ownership by third parties; (c) are free from any shortcomings in material, construction or workmanship; (d) conform to any sample or model on the basis of which ALVANCE Aluminium Duffel BV may have placed the order; (e) conform to all legal requirements regarding production, sale and consumption; (f) conform to all safety standards.
22. The supplier warrants to ALVANCE Aluminium Duffel BV that any services provided or delivered will be carried out by qualified and properly trained personnel, and with the care and attention for quality which ALVANCE Aluminium Duffel BV should rightfully expect.
23. The supplier remains liable for any and all visible shortcomings in goods and/or services during a period of 12 months following the date of transfer of risk and ownership.
24. In the event the supplier does not act to meet his obligation regarding any warranty or guarantee within 8 days of notice of default, ALVANCE Aluminium Duffel BV has the right at its own discretion, and at the expense of the supplier: (a) to have the necessary repairs carried out and/or; (b) to apply the compensation provided for in the event of the lack of the warranted performance and/or (c) to have the goods and/or services exchanged or replaced and/or; (d) to return to the supplier those goods which do not conform to the specified conditions and to demand reimbursement of the price already paid to the supplier by ALVANCE Aluminium Duffel BV.
25. In accepting an order, the supplier warrants to understand and to accept the safety and health regulations for external firms and any and all other regulations for working with third parties by ALVANCE Aluminium Duffel BV. The supplier agrees to have these regulations adhered to by its employees, agents, representatives or subcontractors carrying out any and all orders on the premises of ALVANCE Aluminium Duffel BV. The supplier warrants that it and any or all subcontractors, agents, employees or representatives will satisfy the legally required payments or premiums to the RSZ (Rijks sociale Zekerheid, National Social Security) and to the fiscal authorities and will respect the Belgian Social and Labour Law, and in the event of failure to do this, ALVANCE Aluminium Duffel BV will have the right to immediately terminate the order without proof of default, and notwithstanding the right of ALVANCE Aluminium Duffel BV to claim and demand damages for failure to pay the legally required premiums. In any event, the supplier obligates itself to indemnify ALVANCE Aluminium Duffel BV from any negative consequences resulting from the failure to comply with the aforementioned requirements by the supplier, subcontractor, representative or agent of the supplier.
26. The supplier, for its protection, shall, at all times during the progress of the order it is carrying out within the premises of ALVANCE Aluminium Duffel BV, and at its own expense, take out the following minimum insurance: Comprehensive General Liability Insurance for an amount not less than the equivalent of 10.000.000 Euro covering injuries including death to person(s) in any one occurrence, and in the amount of not less than the equivalent of 10.000.000 Euro covering damage to the property of ALVANCE Aluminium Duffel BV or third parties or both. The supplier must control that this insurance is also taken out by its subcontractors that are carrying out the order within the premises of ALVANCE Aluminium Duffel BV.
27. Any dispute regarding these general purchase conditions as well as the execution of an order between ALVANCE Aluminium Duffel BV and the supplier shall be exclusively settled by the courts of Mechelen, Belgium.
28. Belgian law, to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods, shall apply to these general purchase conditions as well as to all orders between ALVANCE Aluminium Duffel BV and the supplier.