General Terms and Conditions of Sale – Maritech Comm.V. BE (EN)

1. Scope of Application

These general terms and conditions apply to all transactions, quotations, orders, and deliveries of Maritech Comm.V., unless specific terms are explicitly stated on the front of the invoice or order form and confirmed in writing by the customer. Deviations are only valid if expressly agreed upon in writing by both parties.

2. Quotations and Price Changes

Price Basis: Quotations and price estimates are based on the wages, materials, and services applicable at the time of the offer.

Price Adjustments: If these prices change due to circumstances beyond the seller's control, the seller reserves the right to adjust the prices accordingly. The customer will be notified of this in writing.

Right of Cancellation: The customer has the right to cancel the agreement free of charge within 8 days of notification of a price change.

3. Complaints and Claims

Notification Period for Visible Defects (B2B): For business customers, complaints regarding visible defects or non-conformities must be reported in writing, with a clear description, within 14 days of delivery.

Notification Period for Consumers (B2C): For private consumers, the mandatory statutory notification period of two (2) months after discovery of the defect applies.

Conditions: Complaints will not be processed if the goods have already been processed, improperly installed, or resold, unless the defect only became apparent during normal use.

4. Invoicing

Objection Period: Objections to invoices must be submitted in writing within 10 days of the invoice date, stating the invoice number and date.

Tacit Acceptance: In the absence of a timely objection, the invoice shall be deemed undisputed, without prejudice to the mandatory statutory rights of consumers.

5. Payment Terms

Payment Due Date: Invoices are payable upon receipt, unless otherwise stated and agreed upon in writing.

Late Payment – Business Customers (B2B): In the event of non-payment within the specified or agreed term, the following shall be due by operation of law and without prior notice of default: (1) statutory default interest in accordance with the Belgian Act of 2 August 2002 on combating late payment in commercial transactions as from the due date, and (2) a fixed liquidated damages compensation of 10% of the invoice amount with a minimum of € 50.00.

Late Payment – Consumers (B2C): In accordance with Book XIX of the Belgian Code of Economic Law (WER), in the event of non-payment on the due date, a free first payment reminder will first be sent with a grace period of at least 14 calendar days. If payment is not made within this period, statutory default interest and the legally capped fixed compensation shall be due (€ 20 for debts ≤ € 150; € 30 + 10% on the tranche between € 150.01 and € 500; € 65 + 5% on the tranche above € 500, up to a maximum of € 2,000). An equivalent compensation applies reciprocally if the seller fails to meet its refund obligations on time.

6. Retention of Title

Transfer of Ownership: The delivered goods remain the property of the seller until full payment of the price, including any interest and costs.

Transfer of Risk: If the goods are transported by the seller or its appointed carrier, the risk passes to business customers upon delivery and to consumers at the moment of physical receipt.

7. Cancellation of Orders

Cancellation by Buyer – Standard Products: In the event of cancellation, a compensation fee of 10% of the order value (minimum € 50) is payable, unless the actual damage is higher.

Cancellation by Buyer – Custom-Made Goods: For custom-made goods, a compensation fee of 25% of the order value is payable.

Cancellation by Seller: If the seller cancels the order, the buyer is entitled to the same compensation, unless force majeure applies.

8. Force Majeure

Exemption from Liability: Neither party shall be liable for failure to perform its obligations due to force majeure, such as strikes, natural disasters, supply chain disruptions, or other unforeseen circumstances beyond their control.

Termination: In such cases, either party has the right to terminate the agreement free of charge.

9. Delivery and Collection

Failure to Collect: If the buyer fails to collect the goods on the agreed date, the seller has the right to terminate the agreement after 15 days, following prior written notice.

Storage Costs: Storage of goods after the agreed collection date is at the buyer's risk and expense.

10. Transport

Risk: For business customers (B2B), goods are transported at the buyer's risk, unless expressly agreed otherwise. For consumers (B2C), the risk of loss or damage passes only when the consumer or a third party designated by the consumer physically takes possession of the goods.

Costs: Transport costs shall be borne by the buyer, unless agreed otherwise in writing.

11. Non-Payment

Suspension: In the event of non-payment, the seller reserves the right to suspend further deliveries and services.

Termination: In the event of continued non-payment after formal notice of default, the agreement may be terminated by operation of law.

12. Disputes

All agreements are governed exclusively by Belgian law. In the event of disputes, the courts of the judicial district where the seller has its registered office or place of business shall have exclusive jurisdiction, without prejudice to the mandatory statutory jurisdiction rules for consumers (Article 624, 1°, 2° and 4° of the Belgian Judicial Code).

13. 6% VAT Rate

Customer Declaration: For the exceptional application of the reduced VAT rate of 6% (renovation of private dwellings older than 10 years), the customer declares that all statutory conditions for this rate are met.

Correction Obligation: If it appears that these conditions are not met, the customer is obliged to notify the seller in writing within 14 days and to accept the adjustments to the VAT rate (including any fines and interest).

14. Money-Back Guarantee (Pilot Projects)

If a pilot project explicitly includes a written "money-back" guarantee, it shall apply for a maximum of 4 months after delivery, unless stated otherwise in writing. The refund comprises the purchase price minus 10% for general project costs, provided that the material is returned undamaged and complete.

15. Warranty and Hidden Defects (B2C and B2B)

15.1. Consumers (B2C): For customers acting for non-professional purposes, newly supplied electrical equipment is covered by the statutory warranty period of two (2) years from the date of delivery (or acceptance upon installation), in accordance with Articles 1649bis et seq. of the Old Belgian Civil Code. Any defect must be reported in writing by the consumer to Maritech Comm.V. within a maximum of two (2) months after discovery. The warranty does not cover damage resulting from improper use, incorrect connection or installation by third parties, lack of maintenance, external causes (such as power surges, external short circuits, or lightning strikes), nor normal wear and tear of consumable parts (such as batteries and replaceable light sources).

15.2. Business Customers (B2B): For business customers acting in the course of their trade, business, or profession, newly supplied electrical equipment is covered by a contractual warranty of one (1) year from the invoice date (limited to the manufacturer's warranty terms). Without prejudice to Article 3 (visible defects), hidden defects must be reported in writing and in detail within eight (8) calendar days of discovery, on pain of forfeiture of rights. In B2B transactions, the warranty is strictly limited to the free repair or replacement of the defective component at the workshop of Maritech Comm.V. Labor costs for dismantling and reinstallation, travel expenses, downtime or loss of production, and any other direct or indirect consequential damages shall under no circumstances be eligible for compensation.