

General terms and conditions of sale Mervi nv

1. All invoices shall become payable in Antwerp, net cash, without any price reduction. All foreign payment related costs shall be borne by the buyer and cannot be refused.
2. All expired and outstanding invoices shall entail a monthly 1,5% interest, payable on arrears without notice or summons. The non-payment of an invoice shall entitle Mervi nv to terminate any delivery at any time, to demand the immediate payment of all supplied goods and, if necessary, to consider the contract to be cancelled.
3. If the invoice is not paid, its amount shall be increased by a compensation of 20% with a minimum amount of € 75,00 without prior formal notice. Interests payable on arrears, collection, notice and court costs, if any, shall not be deducted from the amount due. This amount does not cover any legal expenses. The aforementioned extra costs shall be due as compensation for any damage to the supplier as a result of non-judicial expenses, loss of time, administrative costs and fees.
4. Any complaints regarding the supplied goods shall be specified in writing within 48 hours after receipt. However this shall not be deemed grounds to suspend payment.
5. Until paid in full the goods shall remain Mervi nv's property. Consequently, the buyer shall not process or sell such goods until Mervi nv's respective invoices have been fully settled. Any infringement of this article by the buyer shall be subject to the provisions of Article 491 of the Criminal Code.

The buyer shall be required to report any seizure of the goods, bankruptcy, composition, proceedings or any other apparent insolvency, as well as any modification to the buyer's legal situation. Furthermore he shall immediately inform the seizing bailiff, the administrator or liquidator of such retention of title. The buyer shall not be allowed to dispose of the goods, to encumber them, to grant their use or to transfer them without our prior written agreement. Particularly, should one of the aforementioned cases arise, Mervi nv shall be entitled to take back the goods and to claim compensation for impairment of the goods or otherwise. In all these cases the goods shall remain the property of Mervi nv, whether they are located at the registered office, the client's place of business or at any other place that is indicated as the place of delivery.

6. The dispatch of the goods shall always take place at the buyer's risk, even when delivered at warehouse. We shall not take out any insurance except at the explicit request of the buyer. Such a request shall be repeated separately and specifically for each delivery.
7. The period of delivery and supply of the commodities and material are of an indicative nature. Delays in delivery shall not give rise to any compensation or cancellation of the order.

The reasons invoked by our suppliers for the non-performance of their obligations shall be regarded as cases of force majeure and shall also discharge us from our obligations towards our own clients.

8. Should the client not have taken the goods within one month after the agreed delivery period, in accordance with Article 1657 of the Civil Code, Mervi nv shall, at its convenience, be entitled either to invoice the sold goods and demand their payment, or to cancel the contract. In the first case the goods shall be stored up for the account and at the risk of the buyer and in the second case Mervi nv shall be entitled to request compensation for all damages suffered.
9. The buyer shall always accept a margin of deviation of approximately 15% of the ordered quantity. Having regard to the nature of the goods and the availability of raw materials, deviations in respect of quantities, thickness, colour, weight and the like may occur compared with samples, if any, previous productions or specifications stated in the order confirmation. Such deviations shall fall within the sector's tolerance margin and shall not give rise to complaints except in the event of excessive deviations.
10. The company producing and packing the end products shall be liable for verifying whether the packing material is suited for the intended use or purpose.
11. The seller shall not be liable for any consequential damage or loss whatever its kind, nature, origin or scope.
12. Breach of contract: in the event the ordered merchandise is refused, a lump-sum compensation shall be payable that amounts to a minimum of 50% of the invoice, or invoiced price.
13. The client shall explicitly waive any claim against Mervi nv for the part of the compensation exceeding Mervi nv's third-party liability coverage. The insured amounts shall be mentioned in the company's third-party liability policies. The corresponding attestations shall be available at the company's registered office on demand.
14. Any dispute between the parties shall fall exclusively within the jurisdiction of the courts at Antwerp.
15. Any disagreement with the present general terms and conditions of sale shall be notified in writing within 24 hours after the agreement was entered into and may give rise to the possible cancellation of the agreement.