

0501. GENERAL SALES TERMS AND CONDITIONS - B2B - Goods

These terms and conditions form an integral part of the Agreement and exclude the customer's own terms and conditions. These may only be deviated from when agreed in writing. The customer explicitly acknowledges that they have read these terms and conditions and fully accept these terms and conditions without reservation.

1. An order, including any order booked by our agents or representatives, is only binding when it is explicitly accepted by us in writing.

All cancellations of orders must occur in writing. If the buyer cancels the order, Computer Arts is entitled to retain requested deposits.

2. The goods delivered remain the property of Computer Arts until full payment is received for the principal, interest and applicable charges. Risk transfers to the buyer upon entering the agreement.

The buyer must pick up the goods from Computer Arts within a period of 14 calendar days. Unless otherwise agreed, if the buyer does not pick up the goods, a reminder will be sent to the buyer. If the buyer of the goods does not pick up the goods within the period indicated in the reminder, Computer Arts is entitled to sell the goods to a third party or to demand payment of the entire amount for the goods. Any costs that Computer Arts has incurred in the meantime (storage costs, costs to sustain the transaction ...) are charged on to the buyer. The costs for transport, delivery and insurance shall be borne by the buyer.

3. The buyer shall immediately check goods upon delivery. Any deficiencies must be reported as soon as possible and at the latest 5 calendar days after delivery by sending a registered letter to Computer Arts. After this period, Computer Arts is only liable for hidden deficiencies that make the goods unusable for the intended purpose insofar in the meantime the goods are not processed in some way and insofar Computer Arts knew or should have known about the deficiencies. The buyer shall notify Computer Arts at the latest within the 15 calendar days of the existence of the hidden deficiency by sending a registered letter.

4. Unless explicitly written in another agreement, the invoice is payable within 30 calendar days of the invoice date. In the event of non-payment of the entire price or partial price, the outstanding amount owed ipso jure shall be, without the requirement of notice of default, increased by an annual interest rate of 12% and a flat-rate compensation of 10% with a minimum of 50 EUR. Each default of payment makes all outstanding invoices due and payable and entitles Computer Arts, after notice of default, to cancel any future deliveries or terminate the agreement without prejudice to the right to compensation.

5. When one of the parties fails to fulfil its contractual obligations, the other party is entitled, after notice of default, to suspend or terminate the agreement without judicial intervention, if no useful action is taken within eight work days of the notice of default, without prejudice to the right to compensation.

6. Parties acknowledge that the invalidation of a clause in the agreement does not invalidate the entire agreement. In this case, the parties bound by the agreement undertake to replace the invalid clause with a valid clause that agrees as closely as possible with the original intent of the parties.

7. All of our agreements are governed by Belgian law. Any disputes that arise within the scope of this agreement may only be brought before the district courts of Leuven.