

General terms and conditions of sale

KLINGER Belgium

The underlying general terms and conditions apply to all orders placed with the seller and to all sales agreements, including all additional services provided.

Unless confirmed in writing, no deviation from these general terms and conditions of sale is permitted.

These general terms and conditions shall be deemed to have been accepted by our purchasers, even if these conflict with their own general or special terms and conditions. The latter therefore commit us only in the event they have been explicitly accepted.

1. Orders

Any order will only be accepted after written confirmation from the seller to the buyer or by the effective delivery of the products and/or services.

2. Price and payment

Unless otherwise agreed, our prices depend on the stocks in the warehouse and based on the current conditions of the raw materials, wages and exchange rates. They can be altered in function of changes that have occurred in the aforementioned factors after the submission of our offer.

Any specific service that would be requested from us with a view to accepting, receiving, performing (unusual number of documents, costs of verification by a recognized body, etc.) will be invoiced additionally. Unless otherwise agreed, our prices are exclusive of VAT.

3. Payment and late payment

Unless otherwise agreed, our deliveries are always payable in Vilvoorde, net, without discount, within thirty days from the date of the invoice.

The lack of full or partial payment of an invoice before the due date entitles us to cancel the ongoing agreements and makes the payment of the other invoices drawn up in the name of the same customer immediately due and payable, even in the event these invoices are overdue. payable and even if the customer has accepted bills of exchange payable on future installments for the aforementioned invoices.

Invoices that are unpaid on the due date, automatically and without prior notice of default, generate interest at the legal interest rate increased by 3% per year.

It is explicitly agreed that in the event of non-payment, (even partial), of an invoice or of a bill of exchange that is due, the amounts due will be increased by 10% by law, with a minimum of €50, and without prior notice of default. by way of lump sum compensation for the damage suffered.

4. Warranty

Unless explicitly agreed by us, our 12-month warranty after delivery or 6-month warranty for electrical and electronic equipment is limited to that provided by our suppliers.

This warranty covers the replacement (or repair, following our decision) in our workshops of equipment showing a manufacturing or material defect, under normal conditions of use.

The warranty obligation cannot be invoked if the equipment has been modified or altered without our prior consent.

Any notification of a visible defect or of a lack of conformity in the delivered products must be reported to the seller within seven days after the delivery of the product. The receipt of the products by the buyer or his representative has the consequence that the visible defects are covered to the extent that they could be identified at the time of delivery.

Any report of a hidden defect in the delivered products must be reported to the seller within 15 days of the buyer's discovery of this defect, or from the time when it should reasonably have been discovered.

5. Returns

Except for an error attributable to us, our material is not taken back or exchanged.

No return of merchandise will be accepted without our prior consent.

In exceptional cases, our prior consent will only be given if the equipment is current and in its original condition.

Returns that comply with these conditions will be credited with an additional deduction of 25% with a minimum of 50 € for the costs of inspection, trading, registration, etc.

6. Complaints – acceptance

Any complaint regarding the invoice must be reported to the seller at the latest within 15 days after dispatch. After this period, they are deemed to have been accepted by the buyer. The buyer can never suspend a payment in whole or in part in the event of a conflict with our company, for whatever reason.

7. Limitation of Responsibility

KLINGER Belgium is liable only for damages that are the direct result of a breach of contract relating to the products or services it has provided. In this regard, KLINGER Belgium can be held liable only for elements that have been expressly and explicitly agreed upon by the parties in the contract. Any liability regarding specifications, performance, or expectations of the delivered products or services that have not been explicitly agreed upon is expressly excluded.

Unless expressly agreed otherwise in writing, KLINGER Belgium provides no implied warranties, including but not limited to warranties of fitness for a particular purpose, merchantability, conformity with standards or norms not explicitly agreed upon, or the absence of hidden defects beyond its actual knowledge. The customer acknowledges that he has not relied on any statement, representation, or warranty not expressly included in the agreement.

Except in cases of willful misconduct or gross negligence on the part of KLINGER Belgium or its employees, KLINGER Belgium's liability is limited to compensation for the foreseeable, direct, and personal damages actually incurred by the customer. KLINGER Belgium shall in no event be liable for indirect, consequential, or immaterial damages, including but not limited to loss of profit, revenue, production, customers, contracts, data, reputational damage, or any other economic loss.

Except in cases of intentional misconduct by KLINGER Belgium or its employees, KLINGER Belgium shall be liable for damages in any single claim only up to the amount paid by the customer for the relevant delivery or service. The customer acknowledges that this limitation constitutes an essential part of the economic balance of the agreement.

The customer expressly and unconditionally agrees to waive any further claim for damages of any kind against KLINGER Belgium.

8. Deliveries and terms

Our products are delivered to the buyer, to the registered office or place of business of the seller. Consequently, the buyer is responsible for the transport and the risks associated with the products from the moment they are taken into possession and, failing this, from the moment they are made available to him.

Unless otherwise agreed, the collection and, where appropriate, the storage of the goods will take place at his expense and at his own risk.

Delivery times / execution times are always given by way of information and are approximate.

KLINGER Belgium will try to the best of its ability to respect the delivery time / execution time stated for information purposes and by approximation. In the event of a delay in the delivery / performance, the customer will under no circumstances be able to demand the dissolution of the agreement by virtue of this single fact and the customer will under no circumstances be able to claim any compensation of any kind from KLINGER Belgium.

The indicative delivery period / execution period only starts as soon as KLINGER Belgium has received all that must be provided by the customer (e.g., necessary data).

Incidentally, the seller has the right to refuse to sell its products subject to the availability and adequacy of stocks, or for any justifiable reason, and reserves the right to make partial deliveries. The partial delivery of goods cannot justify a refusal to pay for the goods delivered.

9. Receiving goods

The products and/or services are deemed to have been received from the moment they are made available to the customer.

Any responsibility for direct or indirect damage is explicitly rejected.

10. Retention of Title

The delivered products remain the property of the seller until full payment of the price and, if applicable, also the default interest and compensation.

In the absence of payment of the price on the due date, the seller has the right to take back the goods, the costs being borne by the buyer. Until the price has been paid in full, the buyer may not sell or pledge the goods without the prior written consent of the seller.

11. Force majeure (Act of God)

The occurrence of any event, such as, among other things, any interruption of production, transport or deliveries, strikes, lock-out, embargo, war, terrorist attack or the consequences of an attack, shortage of raw materials, epidemic, severe weather and more in in general, any event of a similar nature affecting the parties or their suppliers and delaying or making impossible the performance of their mutual obligations leads to the suspension of their mutual obligations.

The party invoking such an event shall promptly forward proof thereof to the opposing party.

The performance of its obligations will be suspended until proof has been provided of the end of the event, on the understanding that neither party may claim any compensation from the other party.

The nullity or unenforceability of one of the clauses of these general terms and conditions does not affect the validity or enforceability of the other clauses. Where appropriate, parties undertake to replace the void or inapplicable clause with a valid clause that is as close as possible from an economic point of view to the void or unenforceable clause.

12. Judicial Settlement

The courts of the judicial district of Brussels have exclusive jurisdiction to hear any dispute concerning the payment of our invoices and the execution of the deliveries.

We reserve the right to waive this clause.

Belgian law is exclusively applicable to any dispute that might arise between the buyer and the company.

Logistic Terms and Conditions

(valid as of 01/05/2026)

Transportation time and cost

Transport time

The estimated transportation time is contained in the communicated delivery times, included in the quotation/order confirmation. Please note that transportation times may vary depending on destination and availability of transportation services.

Transportation costs for standard deliveries within Belgium:

- 0 to ≤ 25 kg: €45,- excluding VAT.
- > 25 to ≤ 600 kg: €110,- excluding VAT.
- > 600 to ≤ 1120 kg: €190,- excluding VAT.
- > 1200 to ≤ 1800 kg: €320,- excluding VAT.

(Including packaging and handling costs)

Standard orders are delivered only when complete. Partial deliveries on request are subject to an additional transport and packaging cost per partial delivery.

Deviant situations

In case of different situations, such as, but not limited to; special dimensions, heavier shipments, rush deliveries, deliveries to remote areas or special transportation requirements, a special price will be charged upon request.

Packaging and handling costs

A standard packaging & handling fee of €20 applies to orders that are picked up. This charge does not apply to shipped orders, where packaging & handling costs are included.

Additional charges may apply for special packaging & handling requirements, such as extra protection or custom packaging. These charges are communicated in advance and depend on the complexity of the packaging & handling requirements.

Minimum order value & administration fees

On orders with a net value below €200 (excluding transport & packaging costs), a surcharge of €50 in administration costs applies.

Express and emergency orders

Additional charges for Express and Emergency orders will be calculated upon request. Contact details such as customer's name, phone number as well as the opening hours of the delivery address, etc. are required to be provided with your order. This is to ensure proper service and processing of all Express and Emergency orders.

Customer complaints

Complaints should be reported to the Sales Support Team at order@KLINGER.be within 15 days of receipt of the goods.

Returns

Returns should primarily be reported to the Sales Support Team. An accompanying document with your company details (including contact person) and an overview of the returned items and quantities, as well as the reason for return and your order number is required.

Contact information

BILLING ADDRESS (MAIN OFFICE) KLINGER Belgium NV Leuvensesteenweg 250 A 1800 Vilvoorde, Belgium Tel. +32 (0)2 247 16 11 VAT N°: BE 0417.753.363 DELIVERY & PICK-UP ADDRESSES WAREHOUSE VILVOORDE KLINGER Belgium Leuvensesteenweg 248 H 1800 Vilvoorde, Belgium Tel. +32 (0)2 247 16 80 WAREHOUSE OELEGEM KLINGER Belgium Ter Stratenweg 14 2520 Ranst-Oelegem, Belgium T +32 (0)3 470 13 90	BANK DATA BNP Paribas Fortis IBAN: BE82 2100 9323 8068 BIC:GEBABEBB KBC IBAN: BE40 4324 0208 6163 BIC:KREDBEBB EMAIL ADDRESSES Orders: order@klinger.be General/Applications: info@klinger.be
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