

General sales conditions

1. The present general sales conditions of X-Sanatec are fully applicable on all orders and/or sales agreements. Except for contrary and clearly marked entries, the buyer is supposed to have taken notice of them and have accepted all conditions. No exception can be accepted without a written and specific agreement from X-Sanatec.
2. Unless otherwise agreed, all invoices are due within thirty (30) days after invoice date to the headquarters of X-Sanatec as indicated at the front of the invoice.
3. All prices are those, which are applicable at the date of order. The pricelists are merely indicative and are no binding offer. For deliveries smaller than 250,00 € excl. VAT, X-Sanatec has the right to bill freight- and administration charges at a minimum rate of 15,00 € (excl. VAT) per delivery.
4. When delivery delays, caused by circumstances beyond the control of X-Sanatec, occur, X-Sanatec will have the right (i) to suspend delivery without notice, (ii) or to cancel delivery without indemnity. Amongst others, following events can be considered as cases beyond control of X-Sanatec. Strike, lock-out, rebellion, revolution, mobilization, war, epidemics, government decisions, transportation or exploitation difficulties, machine failures, fire or failure of suppliers or third parties, beyond the control of X-Sanatec.
5. The agreed delivery time only applies on stock items. In all cases, the delivery time is no more than an indication and is not binding. The seller has the right to execute partial deliveries.
6. From the moment the goods leave the X-Sanatec stock, the goods travel at the buyer's risk and expense, regardless of the person who performs the transport and on whose order this happens. Supplementary expenses for urgent deliveries are also at the expense of the buyer.
7. To be valid, any complaint has to be filed within seven (7) days after delivery, by registered letter with detailed indication of the contents of the complaint. The complaint has to be accompanied by (i) the delivery note, (ii) a sample of the product which shows the indicated failure and if necessary (iii) a sample of the same delivery in its original packaging bearing the marks of identification. If these conditions are not met, the complaint may be regarded as null and void.
8. Products can only be returned after prior approval of the X-Sanatec establishment who sold the so called products, and have to be sent back, free of charges, to X-Sanatec. The returned products have to be undamaged and in their original packaging, so that they can be sold again.
9. The sending of an invoice has to be considered as a default notice. In case of non-payment, by law, the unpaid balance will be claimable immediately and at the full amount, without a new notice and will generate interests on arrears of one (1) percent per month, where every started month will be considered as a full month. At non-payment, an additional fixed cost for administrative expenses, representing 10 % of the invoiced amount with a minimum of 100,00 €, is due.
10. X-Sanatec remains owner of the delivered products until the day of full payment of the capital amount, if necessary increased with interests and with the fixed costs explained in article 10. The buyer dismisses the seller of every formality of service and will carry all eventual referring costs. As such, the buyer gives the seller the right to collect the delivered material at any given moment, where ever these may be located. As far as necessary, the buyer gives the seller the permission to enter the buyer's premises to do so.
11. In no way, the customer is allowed to give the appearance that he is an agent of X-Sanatec, since he is not handling in name or by order of X-Sanatec. The use of "X-Sanatec Agent", "X-Sanatec Dealer" or "X-Sanatec Shop" or similar phrasing, therefore is forbidden. The advertising and similar material placed at the disposal by X-Sanatec, will remain the property of X-Sanatec at all times.
12. Nor customers, neither third parties, can use the trademarks of X-Sanatec without prior written approval of X-Sanatec. X-Sanatec is authorized to revoke any such approval at all times.
13. All conditions mentioned have to be considered in X-Sanatec's advantage, the seller. X-Sanatec retains the right to change these general sales conditions referring to its products and services. The changes can be whether in general or for a specified category of products and / or buyers.