

Terms of sale | DUCK FOOD

1. The signature of an order by the seller or one of its representatives, representatives or agents only serves as acceptance of the order and does not deprive the seller of his right to refuse the order, as stipulated below.
2. The seller is always free to refuse an order. In order to be valid, however, notice of such refusal must be communicated to the buyer by registered letter within eight days of the seller's knowledge of the order. Under no circumstances can compensation be claimed from the buyer on the basis of such refusal.
3. It is expressly agreed that the delivered goods remain the property of the seller until the invoice and any appurtenances have been paid in full.
4. If the buyer orders the goods with a view to further sale abroad and no separate, express, additional or deviating special and prior agreement is concluded in this regard, the goods must, at the time of their delivery to the buyer, comply with the Belgian standards for the import, transport, retail sale and consumption of those goods in Belgium, as in force at the time of acceptance of the order.
5. Unless an undertaking written by the seller and signed separately by the seller, the stated delivery time has only the value of a relative indication and its exceeding cannot be a reason for the cancellation of the order by the buyer, nor can it give rise to any claim for compensation against the salesman.
6. In the event of unilateral cancellation by the buyer without serious reason attributable to the seller, the buyer will owe him an amount as compensation equal to 30% of the value of the canceled order, not including VAT.
7. If the buyer refuses to take delivery of the merchandise when it is presented, this refusal will have the same consequences as the unilateral cancellation referred to above. In addition, the transportation costs of returning the merchandise to the seller will be borne by the reluctant buyer.
8. If it is agreed that the delivery of ordered merchandise or materials will take place in several successive deliveries, the seller has the right to demand payment for each part already delivered and accepted. In the event of non-payment of a part already delivered in accordance with the agreement, the seller is entitled to suspend the following deliveries until after payment of the already delivered part or until after a court decision in this regard. In such a case, the delivery times that may have even been expressly agreed upon for subsequent deliveries are no longer binding on the seller. The latter will be entitled to charge the buyer for the costs arising from this for the storage of the merchandise.
9. Unless expressly confirmed by us in writing, our invoices are only payable in cash at the registered office of our business. With the agreement of the seller, you enjoy a payment term of 30 days net.
10. Complaints or objections regarding the quality and quantity of the goods must reach us by registered letter within three days after delivery thereof in order to be taken into account. Complaints or objections regarding the content of our invoices must reach us by registered letter within 8 days of the invoice date.
11. In the event of non-payment or incomplete payment of the invoice on the due date, late payment interest of 1% per month is owed automatically and without notice of default on the invoice amount or on the unpaid balance.
12. The tacit acceptance of the invoice also counts as acceptance of our sales conditions.
13. If after notice of default no or only incomplete payment follows within the set term, the invoice amount or the balance will automatically be increased, without a new reminder, due to non-payment by a fixed compensation of 15%, with a minimum of 123.95 EUR if a parties expressly agreed penalty clause.
14. The goods travel at the buyer's risk, unless the damage or loss of the goods is due to an error on the part of the seller.
15. In the event of any legal dispute regarding a sale that is the subject of these terms and conditions, only the Courts of the judicial district of Brussels or any other Court at the discretion of the seller are competent.

Last updated : 28 June 2021