

INVOICE TERMS AND CONDITIONS

1. Barring any stipulations to the contrary, all invoices of Byttebier Hout are payable within 30 calendar days following the sending of the invoice or any other equal claim. After this period, an amount in interest is charged, automatically and without prior notification, equal to 10% per year, where each month that is started will be considered a full month that has elapsed, as well as a flat fee in damages equal to 10% of the invoice amount, with a minimum of 50.00 EUR.
2. Byttebier Hout is also entitled to a flat fee of 15.00 EUR per demand for payment sent.
3. In case of late payment of an invoice, all other debts of the customer that are not yet due will become payable immediately by operation of law and without prior notification.
4. If an invoice has not been paid on the due date, for whatever reason, Byttebier Hout reserves the right to suspend performance of all on-going orders, until full and due payment of all outstanding amounts has been received, including the flat fee in damages, flat fee interest and flat fee costs incurred for sending the demands for payment, as outlined in items IV.1. and I.V.2., without prior notice of default and without the customer being entitled to compensation.
5. Payments made to representatives of Byttebier Hout will only be considered as payments in settlement of the customer's debt if these representatives have an appropriate power of proxy to collect and Byttebier Hout has confirmed the power of proxy in a prior writing to the customer. No payment made to a person or entity without such a confirmation of the power of proxy to collect on behalf of Byttebier Hout can be invoked against Byttebier Hout.
6. All deliveries by Byttebier Hout must be checked and controlled on delivery. Vices and problems on delivery must be notified to Byttebier Hout with royal mail and this within 8 days after delivery. All other claims are void and cannot be accepted after the before mentioned date.
7. The customer is only able to offset Byttebier Hout's claims against acknowledged counterclaims established in a legally valid way.
8. If written, specific terms and conditions allow the customer to pay outstanding amounts in various instalments, customers failing to pay one instalment will lose the benefit of spread payments and the full outstanding amount will become payable, including the conventional interest and conventional amounts in damages. The same applies in case of postponement or suspension of payments, voluntary or court-ordered liquidation, in case of bankruptcy and in case of involvement in any other insolvency proceedings.
9. Byttebier Hout must be notified in writing of any protestation of an invoice of Byttebier Hout no later than on the 10th calendar day following the due date of the disputed invoice. The written protestation must contain the date, number and amount of the disputed invoice and must mention expressly, in detail and exhaustively the reasons for the protestation.
10. In cases, as described under item IV.4. of these invoice terms and conditions, Byttebier Hout is entitled to unilaterally terminate the Agreement, without any prior notice of default having to be issued. In case of termination, Byttebier Hout is entitled to immediately stop providing the services as well as to retake possession of goods already delivered, without court intervention and regardless of the location of the goods, even if they are held by third parties. Customers must pay a flat fee in damages, equal to 1/3rd of the price shown on the order confirmation, as well as all costs resulting from the termination, stopping and retaking possession of the goods.
11. Byttebier Hout has lien on all goods, regardless of their value, in its possession at the time of the customer's breach of any commitment.
12. The general terms and conditions of Byttebier Hout remain in full force applicable on this invoice. The latest version of the general terms and conditions can be freely consulted on www.byttebier-hout.be. In case the general terms and conditions differs from these invoice terms and conditions, the invoice terms and conditions will have precedence over the general terms and conditions.
13. Byttebier Hout remains owner of all goods that are delivered until the customer has settled all receivables resulting from the business relationship with Byttebier Hout, including those future claims arising from agreements signed at the same or a later time. The detailed description of the retention of title can be found in the general terms and conditions, which is fully applicable on this invoice.
14. The courts of the judicial district of Antwerp are exclusively and without exception competent. All deliveries and performances of Byttebier Hout are subject to the Belgian law, that applies exclusively to all contracts of and with Byttebier Hout.