

General Conditions of Sale

Article 1: Applicability.

Each sale of goods and/or services by Container Quick Lock NV, CQL hereafter, will be subject to the general conditions hereafter. Consequently, each order comprises the acceptance of these conditions by the client and the surrender to appeal to his/her own personal general conditions. These general conditions are an integral part of the agreement with CQL.

Article 2: Quotations and Prices.

The prices in the quotations for our goods or services, are always subject to the evolution of the steelindices. If the steelindices evolve between the date of the quotation and the date of the order confirmation, our prices will automatically be adapted at the time of the order confirmation and the client is expected to accept these prices. The listed prices are net prices, excluding VAT. Excepting explicit contrary stipulations stated in the confirmation of order, charges, fees, and taxes are at the client's expense. The prices are stated standard in euro. If the invoice should be in a different currency, CQL reserves the right at all times to adjust the prices according to fluctuations in the exchange rates that might occur between the moment of confirmation and billing.

Article 3: Term of Delivery.

The term of delivery indicated in the quotation or in the confirmation of order is not binding and it is only an estimate. Possible delays do not incur any damages and/or the annulment of the agreement.

Article 4: Place of delivery and transport.

The goods or services will be delivered to the address stated in the confirmation of order. Excepting explicit contrary stipulations, the goods will be delivered 'Ex Warehouse Container Quick Lock' (Antwerp, Rotterdam or any other location). The delivery will be considered as finalised at the moment the goods are handed to the transporter.

In instances where the goods are not accepted by the client at the determined time, or the services cannot be performed at the client's location, the client is liable for all the costs incurred in this case.

Article 5: Guarantee & Complaints.

Excepting any demonstrable damage incurred by the client, or damage caused by wrong use, the product supplied by CQL is guaranteed for the period of one year, counted from the time of delivery. In case of a justified claim on the guarantee, CQL is only obliged to replace or repair (according to what decision has been made) the defective product.

Complaints, other than those about hidden defects, will only be accepted if they are submitted by registered mail within five days of delivery of the goods or services.

Complaints about hidden defects also need to be submitted within five days of detection. Complaints need to be exact and will need to describe the detected faults unambiguously.

The Quick-Locks of CQL are designed for locking iso sea containers equipped with iso corner castings onto a container chassis. Any other use of the Quick-Locks of CQL (including use on a tipping chassis) or any use not complying with CQL's installation and operation instructions, must be approved in writing by CQL. Without a written approval by CQL for such other use or use in breach of CQL's instructions, CQL does not give guarantee and will not be liable for any damages caused by such use.

Article 6: Payment.

Terms of payment depend on the approval of an internal credit limit by CQL or a credit insurer; they will be stated on the invoice or the confirmation of order. In anticipation of the approval of the credit limit, invoices are to be paid in cash without any reductions. After approval of the credit limit the standard term of payment is 15 days after the invoice date. This term of payment is also applicable if it is not stated on the confirmation of order or on the invoice. If payment has not been made by the due date, the amount of the invoice will be increased legally and without formal notice by a damages stipulation of 10% on the amount of the invoice, plus an interest on arrears of 1% per month. The costs of any legal proceedings regarding non payment will be claimed from the opposite party, automatically and without notification. The client does not have the right to compensate any possible unpaid invoices by any (possible) claims he might have on CQL.

The transfer costs and provisions related to the payment are born by the customer.

Article 7: Transfer of Ownership

The material ownership of the acquired products will only be transferred to the client after integral payment of the due sum total and all other possible costs and interests. The client may not rent out, pawn, embezzle, or mortgage the goods with any property rights until the integral payment of the sum total and possible other costs and interests has been completed. The sale of products or services by CQL to the client implicates no transfer of any intellectual property rights to the client whatsoever. These rights remain integrally with CQL.

Article 8: Liability

CQL's full liability regarding the sale of its products and services is limited to the value of the products or services that are the cause of CQL's liability. This limitation of liability concerns contractual- and extra contractual liability, hidden defects, no-fault liability and any other liability regime, even in case of gross negligence on account of CQL, its employees or sub-contractors.

CQL is not liable for any damages if the CQL Quick-Locks are used for non-approved uses or are used contrary to CQL's instructions.

Article 9: Jurisdiction.

Each agreement concerning the sale of products or services by CQL to the client falls exclusively under Belgian law. Any dispute concerning these agreements falls under the exclusive authority of the court of Antwerp, Belgium. Contrary to the above, concerning unpaid invoices CQL always has the right (but not the obligation) to take the client to court at the location of the client's registered office and according to the law applicable to that location. In case one or more stipulations of these General Conditions would be null or void, the remainder of the stipulations remain unimpeded.