



# Homarium

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🌐 [www.homarium.be](http://www.homarium.be) • ™ [info@homarium.be](mailto:info@homarium.be)

## SALES CONDITIONS

The Sales Agreement which follows the terms and conditions determined as shown below has priority over all other conditions, even over the conditions listed on the order of the buyer.

Alterations in the condition of sale are not to be accepted unless they have been formally approved of by legal representatives of the seller.

### 1. Orders

Assignments to sales representatives or alike are in no way binding unless they are approved of by a legal representative of the seller in a written confirmation.

### 2. Prices

Prices and rates listed in catalogues are never binding for the selling firm : they only serve to provide information and may unilaterally be changed at any time by the seller.

Special offers are valid for 8 days maximum.

Prices and rates never include legal rights or taxes of any kind.

### 3. Deliveries

Delivery times are always mentioned approximately and are not binding for the seller.

Delay in delivery can never be a legal reason for any compensation or even to terminate the contract.

Objections against goods are only considered to be plausible when sent by and expressed in a registered letter within 5 days after the delivery.



## 4. Payments

Unless otherwise agreed in writing, payments shall be as follows: 50% when ordering and the balance upon delivery.

In case of non-strict implementation, the seller can righteous and without notice consider the sale as broken provided an indemnity payable by the buyer for one third of the selling.

The seller will have discretion over the material.

The invoice or selling agreement is to be paid cash unless stated otherwise.

In default of payment of the invoice on the due date, a late payment fee of 15 percent per year is due automatically and without prior notice.

The interest is rightly by the agreement itself according to art 1.1159 BW by the mere appearance of maturity.

In case of non-payment on the expiry date due to negligence or malice and after notice, the invoice or agreement will be augmented with 12% by way of conventional damages clause with a minimum of 100 EUR and a maximum of 2000 EUR as liquidated damages for extrajudicial costs and this provision doesn't exclude the possible application of art 1244 B.W. in favour of the debtor.

Bills and securities don't constitute a novation on account of the seller or the buyer. and cannot waiver or change to the terms of sale.

Allowable payment terms lapse after the death of the buyer or bankruptcy or any change in the financial situation of the buyer that reduces his credit such as protested bills, banking information...

## 5. Retention

All material remains the property of the seller until the time of the entire payment of the invoices.

The risk is borne by the buyer from delivery from which moment the buyer is supposed to be the custodian and also liable to any debt.

As long as he is the owner, the seller has access to the business of the buyer at any time and may review and check the material wherever it is located.

In case of non-strict compliance with the terms and conditions by the buyer, the seller is permitted to take back his material merely to safeguard his rights and without any adverse gratitude on his behalf.

The buyer gives the seller hereby the authorization to take back the goods in all circumstances and gives the seller the permission to enter all the places where the materials are located.



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## 6. Guaranty

The supplied materials and equipments are guaranteed against all defects in materials and structural defects for one year.

Pumps have a guaranty for six months.

The guaranty is only valid when all materials, spare parts, salt and charcoal filter mass are supplied by the vendors and when all appliances have been used according the instructions of the seller.

The burden of proof lies with the purchaser.

The guaranty starts at the delivery day.

Liability will be limited to replacement or repair of defective parts, without labour or travel included.

The guaranty expires automatically when someone unconnected with the firm repairs or delivers spare parts.

Guaranty can never give rise to damages or payments of any kind.

In no case compensation can be asked for crustaceans or other fish in the lobster tanks for loss, death or disease, whatever the cause may be.

The buyer accepts this clause expressly because he knows it is impossible to determine the exact cause of disease or death of the crustaceans and other fish and because it is practically impossible to check and define the quantity that is lost.

The buyer accepts all risks on this point.

## 7. Maintenance

Maintenance and solving biological problems are never included in the guaranty.

Repair and maintenance must be paid immediately to the technician or a representative of the vendor.

Repair and maintenance costs include used materials, labour and travel.

## 8. Disputes.

Only the court where the business is domicilated is competent to hear and judge the disputes between parties.