

GENERAL TERMS AND CONDITIONS OF SALE FOR B2C

1. The total price, including VAT, quoted by WILMS NV includes the price of the products, parts or services and also includes all administrative and packaging costs and, if applicable, the insurance and transportation costs.
2. The conditions stipulated in the quote drawn up by N.V. WILMS and signed by the customer, or the contents of the order form signed by both the customer and WILMS NV, are binding on both parties. If, after signing the order form, the customer makes any changes to the order, N.V. WILMS will charge an administrative fee of EUR 50 plus the cost of the requested changes if production has already begun. However, any such required changes must be communicated in writing within 10 working days after signing the quote or, as the case may be, after signing the order form. If the required changes are communicated after the prescribed period, WILMS NV reserves the right to also claim payment for the work that has already been produced and cannot be changed.
3. Orders that are cancelled and notified in writing by the customer to WILMS NV within 10 working days of either the quote or the purchase order having been signed, only incur a cancellation fee of 15% of the invoiced price for the cancelled part of the order. If the customer cancels after 10 working days, WILMS NV reserves the right to claim the actual damage sustained, depending on what stage of production the ordered products are at.
4. In case of an online order, the customer has the right to cancel the agreement within 14 days of placing the order.
5. If an advance payment invoice has been issued and this invoice has not been paid within 15 days after a notice of default has been sent by WILMS NV, WILMS NV is entitled to consider the agreement as cancelled automatically and by operation of the law.
6. If WILMS NV is unable to meet an agreed delivery period, WILMS NV will be liable from the 15th calendar day after the customer has sent a notice of default and WILMS NV has failed to act upon this notice of default, to pay a non-delivery fee amounting to EUR 10 per day for every product not yet delivered, up to a maximum period of 30 calendar days. If, after this period of 30 calendar days, the order or part of the order has still not been delivered, the customer is entitled to consider the concluded agreement as cancelled automatically and by operation of the law. If the customer has made an advance payment, WILMS NV will refund the advance payment and the customer will not be able to make any further claims against WILMS NV, except for the aforementioned non-delivery fee, per day per product.
7. Complaints concerning the nonconformity of delivered products (entirely or partially) with the purchase agreement, possibly resulting from the installation carried out by WILMS NV, which become apparent within two years of delivery, must be reported in writing to WILMS NV no later than two months after the customer has established the nonconformity. Upon receipt of a timely notification of a complaint, whereby it is suspected that the defect was already present at the time of delivery and for which it isn't proven by WILMS NV that the defect isn't covered by the legal warranty, the products or parts will be delivered, repaired or replaced as applicable by WILMS NV within 20 working days, completely free of charge. WILMS NV will always endeavour to do whatever is necessary as soon as possible. In case i) a repair or replacement is not possible or ii) a repair or replacement is not possible within a reasonable period of time or without causing inconvenience to the customer, the customer has the right to claim an appropriate price reduction or, in the event of a significant nonconformity, to terminate the agreement. In both of the aforementioned cases, the price reduction takes into account the enjoyment the customer has obtained from the product.
8. After the statutory 2-year warranty period has expired, following delivery of the products and services, an additional 3-year warranty period applies, provided that the installation, maintenance and operating instructions of WILMS NV have been observed. However, transmitters and sensors are only subject to the aforementioned shorter 2-year warranty period. Hidden defects that become apparent after the statutory 2-year warranty period must be reported to WILMS NV in writing within 10 working days after the defect has been detected by the customer. If WILMS NV is liable for the hidden defect, the warranty is limited to the costs of supplying the parts to be replaced. The replacement or repair itself is at the customer's expense.
9. Any loss suffered by the customer during the successive warranty periods does not give the customer the right to claim compensation from WILMS NV, except in the event of fraud, deceit, wilful error or gross negligence, including gross negligence on the part of employees or agents of WILMS NV.
10. WILMS NV issues its invoices 48 hours after delivery, either by sending them i) electronically to the email address provided by the customer, or ii) by post if this is requested by the customer. The total invoice amount is payable within 30 calendar days from receipt of the invoice, counting from the invoice date, unless otherwise agreed in writing.
11. In the event of a dispute regarding the invoice, the complaint must be submitted to WILMS NV within 8 calendar days of the invoice date.
12. Invoices that are not paid within the applicable payment period of 30 calendar days accrue contractually agreed interest at a rate of 10% p.a. on the outstanding invoice amount after 15 days of the notice of default being sent, as well as a late payment fee of 10% of the outstanding invoice amount, ranging from a minimum of EUR 40 to a maximum of EUR 2,500.
13. The delivered products remain the property of WILMS NV until the full outstanding amount (principal amount, costs and interests) has been paid. If the outstanding amount has not been paid by 15 calendar days after sending a notice of default, WILMS NV reserves the right to collect the delivered products from the customer, or if necessary to dismantle and recover the products. In that case, and if the customer has already paid part of the total price due, WILMS NV will issue the customer with a refund, the amount of which will take into account the remaining market value of the recovered products after deduction of the costs incurred in connection with the recovery. Despite this reservation of title, the risks (such as fire, theft, vandalism, etc.) are transferred to the customer upon delivery of the products.
14. If one or more provisions of these General Terms and Conditions of Sale is invalid, the remaining provisions will remain in full force. In that case, the invalid clause will be replaced by a legally valid provision that approximates as closely as possible the purpose and intent of the invalid provision.
15. Every agreement is governed by Belgian law. Any dispute in connection with the interpretation or performance of the purchase agreement may fall either under the jurisdiction of the judge of the customer's domicile or the domicile of one of the customers, or under the jurisdiction of the judge of the place where the disputed obligation(s) arose, or the place where this/these obligation(s) is/are, has/have been or should be performed.