

1. Scope

The contractual relationship between Arte and the Customer shall be governed solely by these general conditions to the exclusion of the Customer's own conditions. The Customer shall be deemed to have taken cognizance of the general conditions and to have accepted them. Any conditions other than these general conditions and any derogation from the general conditions shall require written confirmation by Arte in order to be enforceable against Arte.

2. Placing and confirmation of orders

Unless otherwise stated, all Arte offers shall be valid for three months. Cancellation of an order, including partial cancellation, shall cause the Customer to owe fixed damage compensation equal to twenty percent of the selling price exclusive of VAT – without prejudice to proof of greater damage – as recompense for incurred damage and administrative costs. The owed compensation shall be increased to one hundred percent of the selling price if work on carrying out or preparing the order or agreed work has already started.

3. Delivery

All agreed delivery times shall be stated as a guide only and shall not bind Arte. Delivery later than agreed shall never entitle the Customer to claim compensation or to break the agreement. Unless otherwise agreed, delivery shall take place ex-works at the registered office of Arte (Belgium). From the time of loading the goods the entire risk attached to the goods shall transfer to the Customer. Unless expressly otherwise stipulated, the shipment costs shall be payable by the Customer. If Arte is required to organise shipment it shall always do so as an agent of and at the risk of the Customer.

4. Price and payment

All Arte prices shall be net prices. The prices shall be exclusive of VAT and any other taxes owed. Neither a sample nor the price stated on it may be construed as a basis of an agreement. Prices shall be set for each individual agreement and may never be construed as a basis for other deliveries of a similar kind. Objections to invoices shall be made in all instances by registered letter within eight days of the date of the invoice.

Unless otherwise agreed in writing, all invoices shall be payable in cash to the registered office of Arte. Any invoice unpaid at due date shall automatically incur late payment interest equal to one per cent per month without prior notice of breach. Any invoiced amount not paid by due date shall further be increased without prior notice of breach by ten percent in fixed compensation subject to a minimum of €125.00, except where the actual debt collection costs – including the costs of legal assistance – are higher. Overdue payment of any invoice shall render other invoices, including any for which a payment term was agreed, to be payable on demand without notice of breach. Non-payment shall further give Arte the right automatically to suspend all further deliveries to the Customer without notice of breach and/or automatically to dissolve all current agreements without prejudice to its right to require fulfilment and/or compensation from the Customer.

5. Complaints

Complaints about visible defects shall not be entertained unless reported to Arte within three days of delivery.

The duty of warranty of Arte for latent defects shall be limited to six months from delivery date provided always that the Customer makes such a defect known within eight days of the time when it discovered or should have discovered the defect.

All complaints shall be made known by registered letter stating all relevant details and accompanied by a copy of the invoice for the delivered goods and by a sample of the wall covering that is the subject of the complaint, in the absence of which Arte may regard the complaint as inadmissible. If the complaint was made known on time and is legitimate, the liability of Arte shall be confined to free replacement of the goods found to be defective, without Arte additionally being liable for any kind of compensation for damage. Complaints shall not suspend the payment obligation of the Customer.

6. Liability

The warranty provided by Arte shall never go beyond free replacement of goods found to be defective in the warranty term of six months from delivery date. After expiry of the warranty term no further claims may be made against Arte. The total liability of Arte and its agents shall be limited in all instances to the value of sold defective goods, except in the case of fraud, deliberate transgression or serious misconduct. Arte cannot be held liable for any other kind of direct or indirect damage including but not confined to loss of turnover, claims by third parties and similar.

7. Reservation of title

The sold goods shall remain the exclusive property of Arte until receipt of full payment of the price. Arte reserves the right to require the return of unpaid goods no matter where they are located, with the proviso that the Customer shall provide complete cooperation in this matter or shall otherwise incur a penalty of €1,000.00 per day. During this period the Customer shall assume the duties and responsibilities of a custodian of the delivered goods and shall store and protect them at a suitable and clean place in accordance with the highest standards and safety norms applicable in the sector. If the Customer resells all or some of the goods delivered by Arte before paying the debt owed to Arte, the owed debt shall be assigned as follows: after Arte gives notice of the debt assignment by registered letter served to the buyer and to his co-contracting party, the debt owed to the buyer by his co-contracting party shall transfer in full or in proportion to the resold part of the goods to Arte for the amount the Customer owes Arte.

8. Force majeure

Arte reserves the right to terminate the agreement without any liability for compensation for damage if it is unable to fulfil the agreement due to force majeure. Force majeure shall mean any event that reasonably is beyond the control of Arte, including but not confined to strikes, lockouts, telecommunication problems, transport disruptions, fire, regulations or requirements imposed by government or administrations, stocking possibilities, equipment shortages, lack of products for production, failures by suppliers, etc.

9. Applicable law and forum

All sales agreements established by and between parties and also these general conditions of sale shall be governed by the laws of Belgium. The courts in the district of Hasselt shall hold exclusive jurisdiction to hear any disputes.

10. Final provisions

If any of the present conditions are held to be unenforceable or void, this shall not affect the surviving provisions and the affected provision(s) shall be replaced by ones that come closest to the intention of the parties. The Dutch text shall prevail in the event of interpretation disputes about texts in different languages.