

GENERAL TERMS AND CONDITIONS

1. Any complaint regarding deliveries indicated in our invoices must be sent to us by registered letter within eight days following the date of invoice. After expiry of this term invoices shall be deemed to be final and to have been accepted without reservation.
2. The dispatch of goods, more particularly their quantity and weight, is deemed to be accepted at the time of loading into wagon(s), truck(s) or vessel. The goods are transported at the buyer's risk, even in case of carriage paid transport.
3. Goods that are dispatched by wagon, truck or vessel and that appear to be damaged, destroyed or stolen upon arrival, shall not be reimbursed or invoiced. In order to be taken into consideration, any complaint must be made in writing prior to the unloading of the goods. The quantity of coal ordered from Kolen Tomar is not binding.
4. Deliveries on specific dates cannot be guaranteed. All orders are carried out at the price on the day of loading and under the same terms as those of our suppliers. Non-compliance with the agreed term of delivery can never constitute a ground for the client to claim damages or the cancellation of the agreement.
5. Cancellations of orders can be accepted by us maximum two days after receipt thereof in writing.
6. The VAT law will be applied in accordance with the buyer's indications and under the latter's sole responsibility.
7. Barring any invoice stipulations to the contrary, all our invoices are payable within 30 days after the date of delivery and at our company seat in Brugge (Bruges), Jacob Van Arteveldestraat 1. All delivered goods remain our property until full payment of the invoice.
8. The acceptance of bills of exchange or promissory notes does not imply novation of the debt; the general terms and conditions of sale remain applicable.
9. In case of non-payment on the due date the invoiced amounts shall yield an interest of 1 % per month, without prior notice of default. Moreover, in application of articles 1139 and 1150 of the Civil Code, the debtor shall be liable to pay to Kolen Tomar a fixed compensation in accordance with the terms of the contract, without prejudice to 10% of the outstanding amount, with a minimum of 50 Euros.
10. The Courts in Brugge (Bruges) shall have exclusive jurisdiction in any dispute pertaining to the interpretation and execution of our contracts and invoices.
11. All goods are transported in accordance with the general conditions for road transport and the CMR waybill, for account of the client.