

1. Orders

By placing an order, the customer agrees that Lopritec bvba general terms and conditions of sale shall apply exclusively. It is assumed that orders are accepted and carried out exclusively in accordance with the present terms and conditions of sale, which take precedence over any purchase terms which the customer may have, and over any divergent terms stated in the customer's order.

2. Order and invoicing control - Complaints

Any complaints regarding delivery or shipment of materials carried out by Lopritec bvba or collection of goods by the customer must be made by registered letter within 48 hours of the receipt of goods. Beyond this period, no complaints regarding non-conformity, apparent defects packaging faults will be accepted. Complaints regarding invoicing should be made by registered letter within 8 days of receipt of the invoice.

3. Transport and storage

Deliveries are made by order of and at the sole risk of the buyer, even in cases where transport is organised by Lopritec bvba. Lopritec bvba can, under no circumstances, be held responsible for direct or indirect damage nor for any other damage caused by deliveries which are late, damaged, or incorrect due to transport. The customer commits to storing the goods in the best possible conditions, taking into consideration the expiry date indicated on the packaging.

4. Prices

Our prices are stated ex-factory, unless special conditions have been stated in our offer or tariff.

5. Possessory lien

All goods delivered remain our property until payment has been made in full.

6. Jurisdiction

In the case of a dispute regarding delivery or invoicing, the courts of West Flanders, Kortrijk division, shall have sole jurisdiction.

7. Terms and conditions of payment

Our invoices are payable at the company headquarters within 30 days from the invoice date, unless other terms and conditions of payment are explicitly stated on the invoice.

In default of payment of the invoice by the due date, an interest of 10.5% is calculated ipso jure without formal notice, from the due date.

Furthermore, in default of payment by the due date, the invoice amount will be increased ipso jure by 15% as a lump sum compensation payment, with the minimum payment being 150 Euro. Late payments will first cover the interest accrued and the lump sum compensation, followed by the oldest invoices

8. Guarantee

Lopritec bvba guarantees that goods supplied conform, at the date of delivery, to the technical requirements which are in force at that time.

The guarantee by which Lopritec bvba goods are protected, expires at the due date indicated on the packaging.

The guarantee does not cover damage resulting from inappropriate or abnormal usage, lack of precaution, or an error committed by the customer.

The Lopritec bvba guarantee covering defects of the delivered is limited to the replacement of the defective items.

Except in cases of fraud, willful misconduct or serious misconduct Lopritec bvba cannot be held liable for or be obliged to compensation of immaterial, indirect or consequential damage, including (but not limited to) loss of profit, loss of turnover, loss of income, production limitation, administrative or personnel costs, an increase of general costs, loss of clientele or third party claims, neither of purely aesthetic damage.

The responsibility of Lopritec bvba is at all times limited to the purchase price of the product for which Lopritec bvba is deemed to be responsible.

Information and recommendations are provided by Lopritec bvba in good faith, taking into consideration current technical knowledge, practical experience of the product and standard usage of the product in normal conditions.

The user must act as follows when using the product:

General sales conditions

"All products supplied shall comply with the specifications and conditions of the technical data sheet applicable to said product, and in accordance with the general terms and conditions of Lopritec bvba .

Specifications regarding the application and usage of Lopritec products are based on technical knowledge and existing experience of said products at the time of sale.

The technical information and specifications contained in the technical data sheets are valid for as far as, following delivery, the aforementioned products are stored, processed and used, following delivery, in normal conditions, and in accordance with our specifications and the good practices. The user must always before any use test the suitability of the goods, bearing in mind the intended application and the final purpose he aims at. Any application involving modification of one or several of the conditions of use such as materials, substrates used, external conditions at the time of use), or any application which deviates from these specifications is always at the sole risk and exclusive responsibility of the user.

Lopritec bvba cannot be held responsible for improper usage or incorrect application of its products by the user.

When using Sika products, the user must always consult the most recent version of the technical data sheet, which can be found on the website of Lopritec bvba (www.lopritec.com) or be obtained upon request at any time from the Sika Belgium nv technical department.

In the case of any contradiction in documents issued by Sika Belgium nv the provisions of the most recent version of the product technical data sheet take precedence."