

GENERAL TERMS AND CONDITIONS OF SALE

1. Applicability

These general terms and conditions apply to all actions, services (including shipments on approval, rental, ...) and agreements with Duma Forklifts nv. The customer declares to be aware of these conditions and to accept them without reservation. Deviations from this, even if stated in our documents, are only enforceable against us if one of our directors has confirmed them in writing.

2. Offers

The prices and conditions stated in on our offers are valid only for a period of 1 month, provided that no changes occur at our manufacturers.

3. Retention of title

- a. In the absence of cash payment or payment on the due date of the invoice, the seller has the right to take back the sold goods at the buyer's expense, immediately and without any written or verbal cancellation of the sales contract, wherever they may be situated at that time. The sold devices remain the property of the seller until full payment of the invoiced amount has been made.
- b. In the case of non-payment of the invoice on the due date, a conventional interest of 1% per month or part of the month will be charged ipso jure and without notice, from the due date onwards.
- c. In the event of non-payment of the invoice on the due date, any amount due will also be increased by operation of law and after notice of default by 12% with a minimum of € 150 and a maximum of € 1850 by way of conventional damages clause as a fixed compensation for extrajudicial costs.
- d. In the event of dissolution of the purchase agreement at the expense of the buyer, the latter will owe compensation equal to 30% of the contract.

4. Shipment on approval

The customer is responsible for the goods made available to him and is responsible for their possible loss. Goods that are rented or delivered on approval and accompanying services may be charged automatically without notice of default being required, in the event of late, incomplete or damaged return.

The goods travel at the risk of the buyer, who is deemed to have subscribed an all-risk insurance policy on behalf of the seller, starting from the time of departure and to the amount of the acquisition value of the purchased goods.

5. Risk

Our products are delivered in Marke and always travel at the risk of the buyer.

Under no circumstances can the seller be held liable, neither directly nor indirectly, for any form of loss or damage of any nature whatsoever arising from the use of the equipment by the buyer.

6. Delivery times

If stipulated, our delivery times can always be interpreted approximately. We will undertake all reasonable efforts to comply with the agreed delivery time. Possible delay will never give rise to any compensation on our part.

7. Payment

Unless explicitly confirmed otherwise in writing by us, our invoices are payable in cash in Marke, immediately upon receipt thereof. No cash discount is allowed.

8. Guarantee

The guarantee that our company offers to the buyer is the guarantee for hidden defects. It is only granted if the existence of the hidden defect is signalled to us within 8 days after its discovery, if proof of this defect is provided by the customer, and if our company is given the opportunity to verify the existence of the stated defect. The warranty period can never exceed the one granted by the manufacturers and will in any case be limited to six months or 1000 working hours - whichever comes first. The warranty runs from the date on which the goods are delivered. The warranty only applies in the event of sale of new equipment, including new original spare parts. The warranty does not apply to second-hand equipment, which is purchased in the state that it is in - to be determined by the customer who purchases at his own risk. Tires, electrical equipment and accessories are excluded from our warranty and are covered exclusively by the manufacturer's warranty. Also not covered are the parts that would have to be replaced as a result of normal wear and tear or damage due to negligence, abuse, clumsiness, lack of supervision or maintenance or incorrect use of the equipment. The guarantee is limited to the replacement of the defective parts and the working hours of our technicians. The travel costs will be borne by the customer. The installation by the customer of any non-original spare part invalidates any warranty for the whole.

9. Jurisdiction

The formation, existence and consequences of the agreement are exclusively governed by Belgian law. Only the courts of Ghent (Kortrijk division) are competent for all disputes. Only Belgian law applies. In case of dispute of the interpretation of this text, the Dutch text will prevail. The acceptance of these sales conditions by the customer - by signing the order form or not protesting the invoices - automatically implies that the customer renounces its own conditions of purchase today and in the future.