



ALMERMETAAL
NV

Assenedestraat 17
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www.almermetaal.be



Terms and conditions.

Our quotations and sales are made under the conditions set out below, which are considered known and accepted.

These general terms and conditions suspend the terms and conditions of any kind printed or written on order forms from the client, unless they have been accepted by us in writing.

Article 1 – Price offers

- Our offers are made without commitment. Orders only become binding to our company after our written confirmation.
- Price offers are based on an own-weight of steel = 8000 kg / m³, + 3% surcharge for welds, bolts and paint, unless stated otherwise in the price offers and are subject to the trade length of the profiles.
- The stated delivery period is only indicative and not binding.
- Delivery subject to availability of materials.
- Price does not include special fasteners, any inspection costs, mortar pouring, installation concrete forms, safety coordinator, mock-ups, reinforcements, lifting eyes, invisible holes on plans. Unless agreed otherwise.
- Additional training courses on safety a.o., that are imposed by the yard, will be charged on a fee basis.

Article 2 – Preparatory work – Study

- If the specification of the purchase order does not reach us within the agreed terms, we are free to consider the order as non-existent/invalid without notice of default.
- All proposed materials by Almermetaal NV, must be checked and approved by the client or the relevant study office, before ordering from the manufacturer. This check and approval relates to the thicknesses, treatments, span options, type,... of the materials.
- Changes to the plans by the client, after the first approval phase, will entail additional costs.
- Almermetaal NV cannot be held responsible for any gaps or errors in the specifications.
- All delivered goods remain the property of Almermetaal NV until full payment of all invoices.

Article 3 – Executions of the works – Editing

- Strikes, loss of weather, fire and accidents, non-payment of overdue invoices or a drastic change in the general economic situation gives Almermetaal NV the right not to execute orders in whole or in part. These can never give rise to compensation or compensation.



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- Unless explicitly agreed otherwise, the work will be carried out consecutively in one phase during normal working hours (from Monday to Friday between 8 a.m. and 4 p.m., not on Saturdays, Sundays, public holidays and holidays), unless otherwise agreed.
- During the installation, the client ensures that no simultaneous activities take place in the danger zone. Collective protective equipment is provided by the client. Almermetaal NV provides PPE for its own employees.
- Waiting hours, longer than 1 hour, are charged on a fee basis. Waiting hours for loading and unloading, use of tower cranes and others are also charged on a fee basis.
- Costs for storage of more than 2 weeks after the anticipated delivery date are charged.
- The site must be easily accessible and leveled enough to allow aerial work platforms, scissor lifts and scaffolding on wheels to be safely moved in the work area. If this condition is not met, the work can be postponed until it is fulfilled and our schedule allows us to provide labour.
- Access for the delivery of the material, the unloading and the storage on site must be prepared by the client.
- All sub-structures for the attachment of our structure must be clean. Dirt such as cement residues,... are at the expense of the client or are removed on site.
- If openings have to be made in the steel element, the weight of the entire steel element is taken into account.
- The client provides the utilities (free electricity and water supply within max. 70 m from the construction site).
- No pro rata participation is accepted in common site costs such as waste removal, ABR, ...
- Parking for our vehicles must be available free of charge in the close proximity of the installation site or site.
- In case of directional work, a directional form must be signed for approval by the client or his representative at the end of the work. These hours are charged at 50 euros / hour for assembly work and travel hours.
- Statements from our fitters only become binding if they are confirmed by us in writing.
- In case of damage, our responsibility is limited to that which is covered by the insurance company. Damage to third parties, if the aforementioned performance conditions are not met, will never be at the expense of Almermetaal NV.
- Article 544 of the (Dutch) Civil Code is only accepted if the customer provides ABR insurance.
- When carrying out the works, it is assumed that the Main Contractor clearly communicates all relevant elements from the main contract, which do not fall under the steel category, to Almermetaal NV.
- Changes that arise from an aesthetic point of view, which are not a technical necessity, may give rise to additional costs by the client.
- Transfer of risk takes place at the end of assembly. Once the goods have been delivered or assembled, the client transfers all risks; Incidents of force majeure and destruction included. Theft and damage to the work carried out after assembly are fully at the expense of the contractor.



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Article 4 – Corrosion treatment

- Damage to the paint systems after preservation can never be charged to Almermetaal NV.
- In case of major deviations in the specified profile types or m², Almermetaal NV has the right to provide you with a different quotation.
- Damage or detachment to our RF preservation, due to a incompatible primer (if not applied by us), cannot be charged to us.

Article 5 – Terms of payment

- Invoices are made according to the progress reports of the works.
- Comments on intermediate progress reports must reach us within a period of 5 working days, final ones within a period of 10 working days, otherwise they will be considered as approved and invoicing can be initiated.
- All materials delivered to the site will be charged at the end of the month, including those that have not yet been installed.
- All drawings and calculation notes remain the intellectual property of Almermetaal NV.
- Any dispute regarding delivered goods, materials or repairs must be notified in writing to Almermetaal NV no later than 15 days after the completion of our assembly. Afterwards, no dispute can be legally raised. Without prejudice to the previous provision, no dispute regarding the origin, nature or type of the delivered materials or goods can be invoked if the execution is in accordance with the quotation made or the order made by the client and signed by both parties.
- Each site is regarded as a separate entity. There will be no compensation allowed from one site to another, even if both sites belong to the same client.
- Contrary to Article 1533 of the (Dutch) Civil Code, when a finished product is sold, they remain the property of Almermetaal NV, as long as the total price has not been paid.
- All invoices are payable within 30 days of the invoice date. No discount on cash payments is allowed. With a payment term of + 30 days, Almermetaal NV reserves the right to rely on factoring.
- If the client wishes to invoice his ordered goods or works to a natural person or a legal person, then the purchaser who has signed the order form or quotation remains fully held in solidarity for the entire payment.
- Guarantees may contain a maximum of 5% and have a maximum term of 3 years after completion of the works. For projects with a total sum of less than EUR 20.000,00, neither bank guarantees / sureties, deduction nor retention of payments (except for any deduction or retention required by law) are allowed. No guarantee is given for deliveries.
- Late execution of works or deliveries cannot be invoked as a reason for non-payment or termination of the contract.



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- For all unpaid amounts on the due date, an interest of 1% per started month shall be charged as capital loss, without prior notice of default having to be issued, non-payment of invoices on the due date automatically gives the right to stop further deliveries and to work.
- In case of non-payment of the invoices on the due date due to negligence or unwillingness on the part of the buyer, or for any other reason, after notice of default by the seller, there is in addition to the stipulated default interest and any legal costs, as conventionally stipulated compensation (for administration, collection costs, etc.) an increase of the invoice amount of 20% with a minimum of EUR 25.00 payable by the buyer.
- In case of cancellation of an order or assignment by the client or buyer - also in case of force majeure - payment is due according to the complete status of the works, i.e. works carried out, materials supplied, manufacture in our workshop or those of suppliers and / or subcontractors and / or supplies in raw materials, auxiliary materials, etc. and in general all commitments entered into pursuant to the order or assignment, as well as compensation of 30% of the total value of the goods sold or the price of the services or commitments, insofar as not included in the state of the works: for studies, calculations, plans, the reservation of capacity, planning, the cancellation of our commitments, etc., in accordance with articles 1152 and 1182 of the Belgian Civil Code.
- Fines are not accepted unless previously discussed. The total of fines not covered by our insurance can amount to a maximum of 5% of the contract sum; compensation for direct or indirect costs and fines imposed by the principal on the main contractor will not be accepted.
- In the event of bankruptcy or WCO (law of continuity) of the client, Almermetaal NV reserves the right to deal or make claims directly with the client.
- All disputes fall exclusively under the jurisdiction of the courts of the judicial district of GHENT.