

Terms and conditions

1. Our offers and quotations are without obligation, unless they contain an option and period of validity that we expressly stipulate. To connect us, every matter must be confirmed by us in writing. Even if handled by our agents.

Commitments of whatever nature entered into by a Dudemsa appointed person are only valid upon confirmation by a documented authorized representative (publication B.S.).

2. By the mere fact of ordering, the contractor explicitly accepts the present general terms and conditions that govern the contract and can only be deviated from by explicitly written agreement. From then on, the application of its own (general) contract conditions is waived. Acceptance of the tender implies that the other party waives the application of the provisions of his general or specific conditions, even if they state that they are only valid.
3. The work is carried out according to availability and according to our possibilities of preparation, cargo and transport and those of our suppliers.
4. Notwithstanding any indication in this regard of special market conditions, it has been expressly agreed that the terms are given purely as a guideline and that, in case of delay, they do not give the contractor any right to compensation, fine or destruction. You can only deviate from the foregoing by expressly written prior agreement. Unless explicitly written agreement, we reserve the right to perform the works in one or more times, to our preference.
5. The goods remain the property of Dudemsa, regardless of whether they have already been delivered, until full payment of the purchase price has taken place. In the absence of payment we reserve the right to pick up the goods back. For the transfer of ownership as referred to in the previous paragraph, the client is not entitled to custody, to modify, to alienate the goods or to encumber them with personal or commercial rights for the benefit of third parties, or otherwise dispose of them. Unless otherwise agreed, we retain the ownership of all goods sold by us until they have been paid in full, including interest and costs. The goods may be resold or consumed by the buyer as part of his normal business operations, but may not be given in pledge. If the price or the agreed payments have not been settled on the due date, we have the right to dissolve the sale, simply by making our decision known in this respect and claiming the goods still present at the customer against delivery of a credit note for the residual value of the goods.
6. The risk related to the goods at the time of the sale. We shall replace the goods sold by us, insofar as this does not apply to the special regulations mentioned below, with goods of the same kind, in equal quantities and / or formats, if the customer has enabled us to conduct a proper investigation (see Article 11) and that investigation has shown that the goods, within the applicable guarantee period, have not met the requirements that may reasonably be set. Except for the obligation to replace or repair as described above, we are not obliged to pay any compensation. We do not accept any liability or the application of compensation for late delivery or late execution of services. Entering our

buildings and sites is at your own risk. Consequently, we can not be held liable for injuries or damage resulting from accidents occurring on our sites or in our buildings. Not even if those consequences become visible later on. Dudemsa can also not be held liable if the goods sold do not meet the actual objective of the customer.

7. All payments must be made at the registered office of Dudemsa, net without discount, in cash by agreement, unless specifically stated otherwise in the order confirmation. Acceptance of payment terms and / or bills of exchange does not entail debt renewal and does not affect the collectability of the debt and the interests and fees mentioned below.

In the absence of payment on the due date, a conventional default interest of 12% per annum shall be due on the outstanding balance, with a minimum interest as follows from the provisions of article 5 of the WBBH.

In the absence of payment on the due date, the outstanding balance will be automatically increased by 15% on amounts lower than € 2,500.00 and by 10% on amounts higher than € 2,500.00 by way of a lump sum payment, without any need for prior notice of default. compensation, with a minimum of € 250.00 and to increase the costs incurred with regard to the collection of the claim, including the fees of the lawyers in accordance with the provisions of article 6 of the WBBH.

In the absence of payment on the due date, a standard administration fee of € 12.50 is charged to cover the follow-up and extra work related to the outstanding amount.

In case of cancellation of the assignment, the client is obliged to pay a fixed compensation of 30% of the contract price, to be increased by the value of what has already been carried out at the time of the cancellation and / or is owed to the suppliers of Dudemsa.

8. Any late payment or fulfillment of one of the essential obligations of the contractor will make the due balance of all other, even non-expired invoices immediately due and payable.
9. We have the right to suspend deliveries or cancel the contract at our discretion, in whole or in part, in case of payment terms and / or other essential obligations in the course of the execution of a yard or a purchase. of the contractor.
This suspension or cancellation applies without prejudice to the other consequences of non-compliance with the payment terms and / or other essential obligations by the contractor.
10. No complaint, based on which title, gives the contractor the authority to suspend or postpone the payment of the entire invoice amount, not even part of it. In addition, these complaints must be addressed to Dudemsa within 7 days and this must be done by registered letter after the work has been carried out or the invoice sent, if not late. If defects or comments are formulated, this must be reported within a week of the execution of the work, on pain of forfeiture.
In addition, the necessary steps must also be taken within that week in order to have these determined in a timely manner within the shortest possible timeframes, the costs of which are burdensome for the contractor. Dudemsa commits to accept and attend these determinations provided that:

1. She will be informed of this in good time (no later than 48 hours before the expertise) and by email or registered letter.
 2. A recognized court expert is called upon.
11. The contracting party is obliged to follow and go through this amicable dispute settlement procedure before he can approach a court in an admissible manner.
 12. Any cancellation, even in part, on the part of the contractor requires our written agreement regarding the cancellation itself and its conditions. If not, article 5 is applied.
 13. De ontbinding van onderhavig contract door de contractant voor om het even welke reden brengt van rechtswege en zonder ingebrekestelling mee:
 1. de onmiddellijke teruggave, op kosten van de contractant, van de geleverde en nog niet verbruikte goederen, terwijl de contractant ons de mogelijkheid verzekert en ons machtigt de goederen onmiddellijk te laten afhalen en hiervoor toelating verleent elke plaats waar de goederen zich bevinden, binnen te gaan;
 2. de verplichting van de contractant om ons te vergoeden voor elke voorzienbare of onvoorzienbare schade door ons geleden om reden van of ten gevolge van de ontbinding.
 3. De ontbinding van het contract kan door ons worden nagestreefd in geval van niet naleven door de contractant van zijn essentiële verplichtingen, in geval van faillissement, neerleggen van verzoek tot concordaat, opschorting van betaling, beslag op onze goederen.
 14. Coincidence or force majeure gives us the right to partially or fully suspend the execution of all or part of the contract, without any kind of compensation. In the application of this article are considered or equated with force majeure, in particular: war, mobilization, state of siege, uprisings, unrest on public roads, blockades, contingentation, partial or general strikes -of social, political or other origin-legal or wild, lock-out, epidemic, state of quarantine, bad weather conditions - whether or not regarded as national catastrophe, fire, explosion, flooding, destruction of machines, in Belgium or abroad, in the factories of our suppliers or in the case of any of the latter, with serious influence on the manufacture, stocking, handling or transport of merchandise or raw materials necessary for their manufacture.
 15. The nullity of one of the clauses of the general conditions does not entail the nullity of the agreement. In this case, the parties will ensure that the void clause is replaced by a valid clause, which has the same effect within the statutory limits as that which was declared null and void.
 16. This contract is governed by Belgian law. All disputes concerning the interpretation, validity or execution of the present sales contract are expressly within the jurisdiction of the courts of the judicial district in Genk. Substitutes do not entail innovation or detriment to this formal clause on allocation of jurisdiction, even though the contractor lives elsewhere. The seller reserves the right to initiate the case in the judicial district of the domicile or registered office of the contractor.

17. Unless the written request of the Customer does not continue the cooperation after the period of the annual agreement, this agreement is tacitly renewed, each time with a period of one year. Dudemsa must answer this question by ordinary mail or e-mail at least one month before the end date of the annual contract.
18. Dudemsa reserves the right to terminate the cooperation at any time, subject to well-founded ethical, ethical or moral reasons that can not be reconciled with its internal company values and ethical code of conduct. Where applicable, a settlement will take place on the basis of the days worked at the agreed rate.
19. The Customer undertakes not to directly or indirectly remove employees or ex-employees from ex-employees from a former employee who has left Dudemsa for less than 12 months from Dudemsa. This provision applies both during the agreement and for one year after its termination. In case of infringement of this clause, compensation will be due of at least 24 months gross salary of the employee or ex-employee, as was paid the last time by Dudemsa.
20. Dudemsa can not be held responsible for damage caused by the Customer due to a fault of its employees, if this error has occurred within the framework of the implementation of this agreement.
21. Dudemsa reserves the right to change its general terms and conditions at any time and will inform the Customer in due time by means of an announcement on its website <http://dudemsa.com/legal>. It is the responsibility of the Customer to take adequate notice of this. The Customer may, if necessary, obtain a (digital) copy of the most recent general terms and conditions. In the absence of explicit request or refusal, Dudemsa assumes that the Client agrees to the amended general terms and conditions.
22. The lack of written protest of an invoice within 10 working days from its sending implies the irrevocable acceptance of the invoice and the amounts, products and services it contains.
23. Dudemsa and the Customer acknowledge that the Belgian law of 8 December 1992 (hereinafter: "Privacy Act") and from 25 May 2018 the Regulation (EU) 2016/679 (hereinafter: the "GDPR") apply to the processing of personal data within the framework of the Agreement. ") That will replace the Privacy Act.
24. The Customer acknowledges having taken note of and agrees with the privacy policy, cookie policy and disclaimer. These are an integral part of the general terms and conditions and are considered accepted.
25. The maximum liability of Dudemsa is limited to the total amount of the services purchased during the last 12 months at the latest.
26. In the event of an audit requested by the Client, whether or not by a third party, Dudemsa will charge the Customer for this with reasonable costs. These must be met before the start of the audit.

27. Only the terms and conditions in Dutch are legally valid.