

General terms and conditions GreenX

1. An order, also recorded by our agents or representatives, is only binding if it is explicitly accepted in writing by us. Cancellation of the order is not possible, unless after prior written agreement. Any advances paid will not be reimbursed in that case.
2. Goods / services are delivered within the period specified in the agreement. Goods remain the property of the seller until full payment of principal, costs and interest. Nevertheless, the risks of the loss or destruction of the good sold will be borne in full by the buyer from the moment the good is sold.
3. The buyer must ensure that the services and / or goods can be delivered and installed by the seller in a normal way at the agreed place and time, and thus ensure, among other things, the accessibility of the delivery place. If this is not met, the buyer is obliged to compensate the seller for all damage, including waiting hours, storage costs and costs for preserving the item.
4. The buyer must immediately inspect the goods / services supplied. Any defects must be reported to the seller by registered letter as quickly as possible and at the latest 7 calendar days after delivery. After that period, the seller is only responsible for hidden defects that make the item unsuitable for the use for which they are intended, insofar as the goods have not been processed in the meantime and insofar as the seller knew or should have known the defects. The buyer informs the seller at the latest within 2 calendar days, after discovering the hidden defect, of the existence of the hidden defect by means of a registered letter with a detailed description of the defect. Complaints due to hidden defects do not suspend the payment obligation on the part of the buyer.
5. With the exception of what is described in the previous article, the seller is not obliged to pay any compensation whatsoever, which would be the direct or indirect result of goods supplied or sold by us, except in the case of serious error or intent. The liability of the seller is in any case limited to the invoice value of the goods / services supplied. Under no circumstances can the seller be held liable for any indirect damage such as, but not limited to, loss of income, loss of contracts, capital costs, limitation of return or any other losses or consequential damage, both to the buyer and to third parties. The seller bears no responsibility whatsoever for the fault of employees, not even in the case of intent or serious fault. In the latter case, the buyer must address the appointed directly.
6. Unless explicitly agreed otherwise in writing, the invoice is payable within 30 calendar days of the invoice date. In the event of non-payment of all or part of the price, the outstanding amount will be increased by operation of law and without any notice of default being required, with an annual interest of 12% and a lump sum payment of 10%, with a minimum of 50 EUR. Any non-payment entails the eligibility of the outstanding invoices and gives the seller the right, after notice of default, either to suspend any future deliveries or to dissolve the agreement, without prejudice to the right to compensation.
7. If the buyer fails to fulfil his contractual obligations, the seller has the right, after notice of default, either to suspend its obligations or to dissolve the agreement without judicial intervention, if no notice of such action is given within the eight working days, without prejudice to the right to compensation.
8. All our agreements are governed by Belgian law. Any disputes that arise in the context of this agreement can only be brought before the courts of Enterprise Court Antwerp, Limburg department.