

General terms and conditions of sale

Article 1 : These general terms and conditions of sale and delivery form part of each and every agreement and are accepted irrevocably by the fact of placing the order. They govern all agreements with NV GALANA, in particular sale, delivery and payment.

Terms and conditions which are in conflict with our general terms and conditions of sale will only be binding upon NV GALANA if the latter has expressly accepted these in writing.

Article 2 : Except in the case of specific authorization in writing by the managing director, agents and representatives of NV GALANA have no power to bind the Company, nor to grant release or give receipt or both on behalf of the Company.

Article 3 : Except when agreed otherwise the sale is held to take place in our warehouses and the goods are held to have been found in good condition, unless the purchaser submits a protest within 48 hours after receipt of the goods, either by fax or by registered letter.

As of the moment of delivery and acceptance the risks of loss or damage are borne by the purchaser, even when the shipment is sent carriage paid.

Moreover NV GALANA is not responsible for any loss which may arise from the thawing, destruction, theft and/or late delivery and all possible other risks related to the transport of the deep frozen goods.

Article 4 : Reserve of property.

Until payment in full to the seller for the goods the goods shall remain the property of the seller. Notwithstanding the foregoing, the risk in the goods and all liability to third parties in respect thereof shall pass to the buyer on delivery.

The buyer shall be entitled to transform the goods or to incorporate them in a new product or products. In that case the seller reserves to himself the legal and equitable title to the final product or products into which the goods are incorporated or mixed. The buyer shall store the final products separately and property of these products shall remain with the seller until full payment will have been made to the seller for the goods.

The buyer may sell the goods in the normal course of his business but on condition that the buyer, in a fiduciary capacity as bailee of the goods, and for so long as he has not fully discharged his debt to the seller, shall hold and pursue claims for the proceeds of their sale equal to the price of the goods for and on behalf of the seller. The buyer shall fully pursue such claims and if necessary shall recover the sums due by legal process. The buyer shall if so required by the seller, allow the seller to conduct in the buyer's name legal proceedings in respect of the monies due on the sale of the goods. Any sums recovered by the seller as a result of such proceedings (including sums accepted by the seller in settlement thereof whether or not equal to the sums claimed) shall be applied to the payment of the monies due to the seller from the buyer and then to the reasonable costs incurred by the seller in the course of such proceedings. Any balance remaining shall be paid to the buyer.

Prior to the sale of the goods, the buyer shall, so far as reasonably practicable, store the goods separately from similar goods of the buyer, mark the goods as the property of the seller and shall not remove, obliterate or in any manner alter any label, mark or other means the seller may have of identifying the goods.

Article 5 : The goods cannot be returned to NV GALANA without the prior written agreement of the latter. Insofar NV GALANA should agree to the return of certain goods, these goods must be returned in their original packaging.

Article 6 : Our invoices are payable in cash at our registered office, net and without discount.

Conditions and terms of payment which provide otherwise are only valid if NV GALANA expressly accepts these in writing and they remain valid only insofar the customer strictly respects these conditions.

In the event of the failure to pay one or more invoices within the stipulated period:

- all differing periods of payment lapse as of right and without formal notice so that all outstanding invoices immediately fall due
- a fixed penalty for late payment, which will be equal to 10 % of all outstanding claims with a minimum of € 50 will be applied as of right and without formal notice.

Without prejudice to this fixed penalty for late payment, an interest equal to the discount rate of the European Central Bank plus 2 % with a minimum of 10 % per annum will be payable from the due date on as of right and without formal notice.

Galana can never be held responsible for invoice fraud or bank fraud, in the largest sense of the word, whether by post or by digital means. It is the customer's responsibility to check the number of the bank account before realizing the payment. Payments done on a fraudulent bank account can never relieve the customer of his obligation to pay Galana.

Article 7 : If a delivery date is agreed between parties, this date will always be considered to be a target date. The failure to meet the delivery date gives the purchaser no right to any compensation, or to the refusal of the goods, or to whole or partial dissolution of the agreement.

Article 8 : In the event of dispute only, the Kortrijk Courts are competent and only the Belgian Law is applicable.

Article 9 : If in the opinion of the seller there is a deterioration in the creditworthiness of the customer on account of measures of judicial execution against the customer and/or other negative demonstrable events, the seller reserves the right to suspend all or part of any contracts in operation and to ask the customer to provide such guarantees as the seller may deem proper to ensure the fulfilment by the customer of his engagements under the contract. Such request may be made before or after the execution of all or part of any order. Should the customer fail to meet any reasonable demand for such a guarantee, the seller shall have the right to cancel all or part of any contracts in operation. Such action shall not in any way limit or prejudice the seller's other rights for damages and interests.

Article 10 : Under no circumstances is Galana responsible for intellectual property rights infringements in products and/or packaging made according to the Buyer's instructions nor for delays in delivery that are due to force majeure or acts outside Galana's control.