

General Terms of Sale

1. In order to commit our firm every order must be confirmed in our office.
2. We take all useful steps in order to respect the terms of delivery and we do not accept any penalty of delay.
3. A delay in the delivery may not in any case lead to a cancellation of the order.
4. The goods are dispatched at the own risks of the consignee.
5. In order to be valid any complaint must be made in writing to our firm, at the latest within the 5 days which follow the receipt of the goods.
6. All the invoices are to be paid in NIEL.
7. Our agents or representatives do not have authority to collect the amount of the invoice except explicit stipulation.
8. The risk of change is chargeable to the buyer.
9. In the absence of any express written provision to the contrary, all invoices are cash payable.
10. 10. Any amount unpaid on the due date shall, automatically and without prior notice, attract interest at a rate 2%above the Belgian legal interest rate, with a minimum interest rate of 12 %.
11. We reserve the right to increase by 10%the amount of any invoice unpaid on the due date. The minimum amount of any such increase shall be € 65.
12. Should an invoice remain unpaid on the due date, all invoices shall immediately become due for payment, regardless of their original date of maturity.
13. Should the buyer fail to honour his engagements, we may consider the contract cancelled and a letter sent by recorded delivery by us to the buyer shall be evidence of our exercise of this right. Such action shall not in any way limit or prejudice our other rights.
14. If in our opinion there is a deterioration in the creditworthiness of the buyer on account of measures of judicial execution against the buyer and/or other negative demonstrable events, we reserve the right to suspend all or part of any contracts in operation and to ask the buyer to provide such guarantees as we may deem proper to ensure the fulfillment by the buyer of his engagements under the contract. Such request may be made before or after the delivery of all or part of any order. Should the buyer fail to meet any reasonable demand for such a guarantee, we shall have the right to cancel all or part of any contracts in operation. Such action shall not in any way limit or prejudice our other rights for damages and interests.
15. RETENTION OF TITLE
Until payment in full to us for the goods the goods shall remain our property. Notwithstanding the foregoing, the risk in the goods and all liability to third parties in respect thereof shall pass to the buyer on delivery.
16. The buyer shall be entitled to transform the goods or to incorporate them in a new product or products. In that case we reserve to ourselves the legal and equitable title to the final product or products into which the goods are incorporated or mixed.
17. The conditions of this contract shall not be modified in any way by the drawing or acceptance of a bill of exchange or by any other arrangement, nor shall any such act constitute a novation.
18. Disputes arising out of this contract shall be referred to the Courts of Antwerp or, at our discretion, to the Courts having jurisdiction at the buyer's domicile.
19. The buyer accepts and acknowledges that the processing of personal data, relating to the buyer and its personnel/staff, shall take place in accordance with the provisions of Toyo Ink Europe's Privacy Policy, which can be consulted on the Toyo Ink Europe website (http://www.toyoink.eu/Privacy_Policy_TOYO_INK_EUROPE.pdf).
This Privacy Policy includes information about the personal data collected by Toyo Ink Europe, as well as the manner in which Toyo Ink Europe uses and processes this personal data.