

General terms and conditions

1. Subject to a written agreement to the contrary, the legal relationship between the parties is governed by these general terms and conditions. The customer acknowledges to have taken note of them. These general terms and conditions prevail over the customer's own terms and conditions of purchase.
2. The quotes drawn up by LEDtechnic bvba are entirely without obligation. By accepting the invoice or by accepting the works or materials, the buyer agrees with these general terms and conditions and any changes made to the submitted quotes. The signing of a quote, irrespective of the subject, in no way whatsoever binds LEDtechnic bvba.
3. The transport or the shipment of the goods by any means of transport is at the customer's risk, even when the shipment is free of charge.
4. LEDtechnic bvba accepts an order of a buyer under the suspensive condition that a credit limit is granted to cover the risk on the buyer by LEDtechnic bvba credit insurance company. If the credit limit to cover the risk is cancelled, LEDtechnic bvba has the right to immediately terminate the agreement. It shall notify the buyer of this by registered letter. In this case any already incurred costs are payable by the buyer.
5. All LEDtechnic bvba invoices are payable in cash at the address specified on the invoice, unless a due date has been specified on the invoice.
6. Any goods that have not been paid in full remain, for account and risk of the buyer, in the full ownership of LEDtechnic bvba contrary to art. 1583 of the Civil Code; any possibly paid advances shall serve as compensation of costs and loss of profit.
7. The delivery of goods or services at a later date than originally planned can, if not due to bad faith or gross negligence on the part of the supplier, never be a valid reason to cancel the order or to terminate the agreement, nor give rise to any damages.
8. In case of no cash payment or in case of non-payment on the specified due date, conventional interest shall be owed on the invoice amount of 1.5% a month, starting from the date of issue of the invoice or the specified due date by operation of law and without notice of default. Every started month shall be charged as a full month.
9. Moreover, the invoice amount, by operation of law and without notice of default, by way of fixed and irrevocable damages, shall be increased by 15% with a minimum of BEF 2,500 or EUR 61.97 by way of compensation of the collection charges of the claim (such as personnel and administrative costs, management and follow-up of the file, effect on the financial management, etc.), in pursuance of art. 1147 of the Belgian Civil Code and 1152 of the Belgian Civil Code. This compensation is owed in addition to the delayed interest, the recoverable cost of litigation and the possible fee for material damage and loss of profit. The parties therefore explicitly agree that this compensation is fixed and that contrary to art. 1231 of the Belgian Civil Code it cannot be changed, even when the shortcoming is only partial.
10. Guarantee
 - Our guarantee is only for construction errors on the product. Electronic components and concepts are not guaranteed. These electronic components and concepts are thoroughly tested so that the product can be CE labelled lawfully. Products went through following tests: Conducted emission (CISPR 15 and/or EN55015), Radiated emission (CISPR 15 and/or EN55015), ESD (IEC EN 61000-4-2), RF Radiated Immunity (IEC EN 61000-4-3), EFT (IEC EN 61000-4-4) en RF Conducted Immunity (IEC EN 61000-4-6). This all proving good functioning under normal circumstances.
 - The normal guarantee amounts to 6 months after delivery. Repair or replacement does not give rise to an extension of the guarantee period.
 - When LEDtechnic bvba acts as an agent, the guarantee on the goods delivered by LEDtechnic bvba is restricted to the guarantee provided by the supplier or manufacturer.
 - Our guarantee is strictly limited to the repair or replacement of the part that has been declared faulty, with the exclusion of any claim for damages. Under no circumstance does the guarantee comprise transport or shipment costs, travel expenses, nor assembly, disassembly, mounting or dismantling costs.
 - If a defect is found the goods need to be returned in the original packaging, or at least in a durable and shock-proof packaging. The returned goods must have the original labelling.
 - A clear description or report shall be enclosed with the defective goods, with full details as to how the goods were installed.
 - The parts replaced by us remain our property. Under no circumstance can our guarantee cover breakage, damage, accident, etc. arising from exaggerated or improper use, negligence, wrong maintenance, forgetfulness or lack of expertise of the people using or installing the goods.
 - Nor does the guarantee apply to parts subject to rapid wear and tear following their nature or normal use.
 - Our guarantee expires if the goods are entrusted to third parties during the guarantee period for revision or repair, or if the parts we delivered are replaced by parts that are not from our company.
 - The guarantee also expires if our goods are used in combination with parts, goods or accessories that are not from our company.
 - Our guarantee also expires in case of transfer of the goods in question.
 - Under no circumstance may any changes be made to the delivered goods, no matter how small, without explicit, written consent. The guarantee provisions only apply if the customer has respected all its payment obligations.
 - When LEDtechnic bvba has not detected any defects, the costs of the tests shall be charged to the buyer at all times, even if these tests were carried out during the normal guarantee period. Invoicing shall be in accordance with the applicable tariffs at that time.
11. This agreement is governed by Belgian law. All disputes in connection with these invoices or contracts fall within the jurisdiction of the Courts of Ghent.
12. Consequential damages, arising from the services or materials delivered by LEDtechnic bvba are explicitly excluded, whatever the cause of this damage may be.
By accepting this invoice or signing a contracting agreement or an order form, or following the acceptance of the delivered materials, the buyer explicitly renounces any right of recourse against LEDtechnic bvba.
13. Remarks and restrictions regarding this invoice and/or the specified general terms and conditions need to be sent within 8 days to LEDtechnic bvba by motivated registered letter.