

GENERAL SALES CONDITIONS

1. **Any alterations** or variations to these terms can only be made with our consent and agreement in writing.
2. **All orders** must be sent to our registered office and are only properly accepted by us when confirmed by the receipt of our order-confirmation. The order-confirmation is valid for three months, unless indicated otherwise, or cancelled by registered letter.
3. **All complaints**
 - a. Visible defects must be reported to us within 10 days of delivery of the goods. Carpets should be inspected before cutting to close fit a room. Manufacturing faults which you could have discovered by careful inspection before cutting, cannot be accepted after the carpet has been cut and laid.
 - b. In the case of hidden defects, these must also be reported within 10 days of discovery.
 - c. Any letter of complaint must give the following details :
 - a detailed description of the complaint or problem.
 - details as to when and how you became aware of the defect or complaint.
 - d. In the event of a complaint relating to fitted goods, we shall be entitled to attend and inspect the goods on the spot before any remedial action of whatsoever nature is taken or the goods returned. If such an opportunity is not afforded to us, we will be entitled to reject any liability whatsoever.
 - e. No goods sold may be returned without our written consent.
 - f. No complaints whatsoever will be entertained or accepted in relation to goods sold as 'imperfect'.
 - g. We will not accept any liability whatsoever for the phenomenon known as 'pile shading'.
 - h. Our liability will be strictly limited to the original invoice value of the goods supplied.
4. **Any delivery date** given by us is an estimate only and by way of information. If the delivery date notified by us is unacceptable to you, it can only be altered by giving us 10 days prior notice. Delivery is considered as completed by us once the goods leave our premises at Harelbeke, Belgium. If for any reason whatsoever beyond our control we are prevented from manufacturing or delivering goods, we shall be entitled at any time to make partial deliveries only or to terminate the contract without prejudice to our existing rights in respect of deliveries which have already been made.
5. **Payments** will be effective only when the money is received into our account.
 - a. Interest will become payable at the rate of 1,5 % per month on all invoices from their due payment date.
 - b. Unless we have made any other explicit payment agreement or arrangements, all payments must be effected 'cash'.
 - c. In the event of an invoice not being paid on its due date, all invoices then delivered by us to you whether due or not will become payable forthwith without further demand.
 - d. If you shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or if any petition or receiving order shall be presented or made against you or if any distress or execution shall be levied on you property or assets, then all sums due on any invoices as between us will become payable forthwith and any credit terms which may have been granted will automatically be suspended.
 - e. You shall not be entitled under any circumstances to take or attempt to take any credit by way of set off or counterclaim nor shall you have any right to withhold payment or vary payment terms in the event of their being any unresolved dispute or claims between us.
6. **Property retention clause**

Goods supplied by us will be at your risk immediately on delivery to you or to anyone on your behalf (whichever is the sooner) and you shall therefore be insured accordingly.

Property of the goods supplied hereunder will pass to you when:

 - a. the goods the subject of this contract; and
 - b. all other goods the subject of any contract between us which, at the time of payment of the full price of the goods sold under this contract, have been delivered by us but not paid for in full, have been paid for in full. Upon the occurrence of any of the events set out in 5. d. and e. above, you will cease have the right to possession of the goods and hereby grant us an irrevocable licence to allow us to enter any premises where you have stored our goods or where we reasonably believe our goods to be stored so that we may repossess them.
7. **Applicable jurisdiction**

You hereby agree that only the Court of the Kortrijk District of Belgium shall be entitled to deal with any dispute arising from our dealings in connection with this invoice or its underlying contract or any other matters save that Lano has the option to vary this clause for the purpose of issuing proceedings in any other jurisdiction or Court local to you.