

Terms and conditions

1. The legal relation between InterWest and the customer is governed by these terms and conditions, hereinafter “the agreement”. The agreement nullifies and replaces all written or verbal contracts, proposals and obligations which are related to the same subject and have been entered into prior to this date. The present general terms and conditions take precedence over the general and/or other terms and conditions of the customer, even if these should indicate that they are the only valid terms.
2. The agreement shall not be established until the order of the customer has been confirmed in writing. The term of delivery will be adhered to wherever possible. Delay of terms of delivery resulting independently of the desire of InterWest may not give rise to a termination of the agreement or to any reimbursement. In case of liability on the part of InterWest the customer accepts that this is limited to the added value of the entrusted products of the customer or up to the value of delivered products that are not entrusted to the customer with the exception of other damage, costs, interests and compensations.
3. The agreed upon prices are based on a normal market situation. InterWest therefore reserves the right to change the stated or earlier billed prices if changes take place after effectuation of the agreement in the price of energy, raw materials or any other element of the cost price.
4. Save as otherwise decided, the bills are to be paid in cash. If an invoice is not fully paid within fifteen calendar days it will be subject to an increase, by law and without prior notice, of interest on arrears at a rate of 2% per month, where each started month is considered as being expired, as well as a fixed compensatory amount of 15% with a minimum of 100 euro. InterWest is also entitled to ----- the costs of the notice of default or the formal warning when the customer remains in default to satisfy one or multiple outstanding claims of InterWest. In the latter case InterWest is also entitled to suspend the agreement with the customer until any outstanding accounts are discharged, including the added compensation, delay interests and reminder fees.
5. In the event of cancelling an order, the buyer is obliged to pay a lump sum of 35% of the value of the order.
6. Except if the condition states otherwise, the customer will send complaints per registered letter and per e-mail to InterWest and this:
 - In case of a complaint for apparent effects immediately upon receiving it or on account of non-conformity within fifteen calendar days after delivery;
 - In case of hidden effects within fifteen calendar days after the discovery if this effect.The filing of a complaint does not relieve the customer of any commitments. Liability for visible or hidden effects cannot be invoked for InterWest if the aforementioned periods have expired without receipt. In the event of a justified complaint lodged within the relevant time-limit, InterWest will replace the product without being obliged to an additional compensation.
7. All delivered goods remain property of InterWest until the customer settles all outstanding invoices that fall under the agreement. The incoming goods remain at the risk of the customer until the unloading of the goods to the warehouses and/or workplaces of InterWest. The accepting of the goods by the customer happens in InterWest’s warehouse before loading the conveyance and from that moment on at the risk of the customer. Loss and damage are for the cost of the customer. The customer is not allowed to transfer goods to third party before payment to InterWest without the knowledge of InterWest. In the event of a breach of the above provisions, the purchase price will be payable forthwith. All goods that have been entrusted for processing will be considered as part of a similar agreement and are not liable for distribution, even if they are carried out as consecutive achievements.

8. The courts of Veurne are the only courts competent to act in case of dispute concerning this agreement and InterWest can only be summoned by these courts. The agreement is governed by Belgium law.

9. Any invalidity of one of the provisions of these conditions shall never give rise to the invalidity of the remaining provisions, and these shall continue to have undiminished effect.

10. Waiving a right in a particular case or waiving from sanctions shall not be deemed as a waiver of any of InterWest's contractual or statutory rights.