

DENIS ENGINE SERVICES & PARTS

BRECHTSEBAAN 36
UNIT 18
B-2900 SCHOTEN

TEL: +32(3) 666.36.00

e-MAIL: INFO@DENISDP.BE



1. Applicability of Terms and Conditions

These General Terms and Conditions apply to all our quotations, offers and deliveries of products and services, with the exclusion of the conditions of the customer, stated on letterhead, orders or deposited elsewhere. Deviation by one of the parties from what is stipulated in these terms and conditions is only possible if this is agreed in advance in writing.

2. Offers and Acceptances

- a) All quotations and offers made by Denis Engine Services & Parts BV are valid for 30 calendar days, unless otherwise agreed in writing.
- b) Images, catalogues, drawings, measurements and weights provided by Denis Engine Services & Parts BV are indicative and may change as the case may be. Further specifications are provided as communicated by the supplier and/or manufacturer of the goods, without any liability for Denis Engine Services & Parts BV.
- c) Denis Engine Services & Parts BV will accept the goods that are made available to it with a view to making a quotation for repair, and for which no repair order has been given, maximum 30 calendar days after sending the quotation for repair in keep safekeeping. After the aforementioned period, it has the right to dispose of these goods – without any further notice.

3. Prices

- a) The prices do not include packaging and transport costs, unless expressly agreed otherwise in writing.
- b) Price changes that are caused beyond the control of Denis Engine Services & Parts BV, e.g. as a result of changes in duties, taxes, excise duties, factory and/or importer prices and/or exchange rates, may always be passed on in the agreed purchase price.
- c) Denis Engine Services & Parts BV reserves the right to postpone advance invoices. In that case, it will only deliver the goods or services after the amount owed has been transferred to it.

4. Delivery

- a) The delivery term stated by Denis Engine Services & Parts BV is always indicative and not binding in the case of purchase, repair or other agreements. In any case, delivery will take place within a reasonable period of time.
- b) In the absence of a written agreement to the contrary, all deliveries, revisions and/or repairs will be made ex warehouse/workhouse.
- c) In the absence of a written agreement to the contrary, the transport of the goods is always at the expense of the buyer and/or customer.
- d) The buyer and/or customer is obliged to take receipt of the products and work carried out immediately upon delivery, to check for any defects or non-conformity and to examine whether the quality and/or quantity corresponds to what has been agreed. Any complaint about the delivery of the products (non-conformity and/or visible defects) and/or work performed must be duly substantiated and sent by registered letter within eight calendar days of delivery, under penalty of forfeiture. In the absence of such a complaint, the complaint will not be accepted and will be considered as lapsed and inadmissible and the buyer and/or customer will be deemed to have definitively accepted the products and/or work performed and to waive any (claim) right at the expense of Denis Engine Services & Parts BV. A complaint does not give the buyer and/or customer the right to dissolve the agreement, nor the right to refuse receipt or payment of the products and/or work performed, nor the right to claim compensation.

5. Payment

- a) All invoices are issued by the registered office of Denis Engine Services & Parts BV. These are payable no later than thirty days after the invoice date, unless otherwise agreed in writing, into a bank account to be designated by DDSP. The invoice amount must be paid net. Discount and bank charges are borne by the buyer and/or customer.
- b) In the event of non-payment within the term as determined under 5. a) - by operation of law and without notice of default - late payment interest of one percent per month on the outstanding invoice amount, calculated from the invoice date. In addition, as a result of this non-payment, compensation is due in the amount of 15% of the outstanding invoice amount, with a minimum of 50 euros.
- c) Non-payment within the term as determined under 5. a) of an invoice makes the other invoices – whether expired or not – from the same buyer and/or customer immediately and legally due and payable. Denis Engine Services & Parts BV also has the right to suspend all further deliveries with immediate effect pending payment.
- d) The non-fulfilment by the buyer and/or customer of its obligations releases Denis Engine Services & Parts BV from its obligations, including the obligations as described in these General Terms and Conditions.
- e) In any case, Denis Engine Services & Parts BV can exercise a right of retention on the goods of the buyer and/or customer that it - or a third party designated by it - is in its possession until such time as all amounts owed to it to be satisfied.
- f) If the goods in question have not been collected within 30 calendar days after the performance of the assigned work and/or after arrival at Denis Engine Services & Parts BV – of which notice is given to the buyer and/or customer – then Denis Engine Services & Parts BV has the right to charge storage costs in accordance with the applicable rates.

6. Assembly

- a) Unless otherwise agreed in writing, the assembly of the delivered goods is at the expense of the buyer.
- b) If the assembly or set-up is done by Denis Engine Services & Parts BV, this is done under the following conditions:
 - (i) The buyer and/or customer shall provide – free of charge – all assistance that can reasonably be demanded and will, if necessary, provide sufficient auxiliary workers to make available, as well as racks, trestles, lifting and transport equipment, ladders and corresponding material, which have been inspected by a recognized inspection organization. Except for products that by their nature are intended to be set up outdoors, the buyer and/or customer will ensure that the assembly can take place in a lockable room that is sufficiently protected against the weather and where there is sufficient light.
 - (ii) All additional work, required materials and/or all other additional costs shall be borne by the purchaser and/or customer. This includes the costs of transport, construction work, floor plates for pipe ducts and protections, plugging work, brackets, supports, fuel, lubricants, work by other workmen, travel and accommodation costs for mechanics, costs of and arising from delay independent of the will of Denis Engine Services & Parts BV.
 - (iii) The buyer and/or customer must sign off the worksheets completed by the mechanic. The mechanic gives a copy of this to the buyer and/or customer.
- c) Both during assembly and during repair work, the buyer and/or customer is fully liable for loss, theft and damage to tools and property of Denis Engine Services & Parts BV.
- d) The buyer and/or customer will provide a safe workplace and will take out all necessary insurances.

7. Warranty and Liability

- a) Denis Engine Services & Parts BV undertakes for a period of 6 months, commencing on the day of delivery or at the latest 2 weeks after notification of arrival of the ordered goods to the buyer and/or customer, to repair or replace all those parts of the sold which become defective, and this only if, in the opinion of the manufacturer, the defect is caused by faulty material or faulty construction. on repairs and on specific high-pressure injection equipment, such as atomizers and plungers, for example, is not covered by a warranty.

DENIS ENGINE SERVICES & PARTS

BRECHTSEBAAN 36
UNIT 18
B-2900 SCHOTEN

TEL: +32(3) 666.36.00

e-MAIL: INFO@DENISDP.BE



- b) The liability of Denis Engine Services & Parts BV is in any case limited to the replacement or repair of the defective part. Denis Engine Services & Parts BV is in no way liable for consequential damage. The wages, statutory levies, import duties and sales taxes remain at the expense of the buyer and/or customer. If the parts cannot be replaced or repaired, the liability of Denis Engine Services & Parts BV is limited to the invoice value of the defective parts.
- c) Denis Engine Services & Parts BV is not liable for hidden defects of the sold goods and/or executed work of which it had knowledge. Denis Engine Services & Parts BV is also not liable for loss of time and/or loss of profit suffered by the buyer and/or customer as a result of delays in delivery or repair or which would be the result of a defect in goods delivered or repair work carried out. Denis Engine Services & Parts BV can only be held liable for hidden defects in the products and/or work performed if the complaint is addressed to Denis Engine Services & Parts BV by registered letter within 2 months after its discovery, with an accurate statement of the object of the complaint and the products to which the complaint relates. A complaint does not give the buyer and/or customer the right to dissolve the agreement, nor the right to refuse payment for the products and/or work performed, nor the right to claim compensation.
- d) Denis Engine Services & Parts BV is - without prejudice to the provisions of these General Terms and Conditions - not obliged to compensate damage if the damage has not been reported to her by registered letter within 14 days of its occurrence.
- e) The warranty obligations of Denis Engine Services & Parts BV lapse by operation of law if the delivered goods have been repaired, changed, damaged or replaced by the buyer and/or customer and/or third parties and also if payments are not made in accordance with the agreed conditions.

8. Strange cause and force majeure

Denis Engine Services & Parts BV is not liable for the non-fulfilment, late fulfillment or improper fulfillment of (one of) its obligations that is the result of a strange cause, such as coincidence or force majeure, which it cannot be attributed. Force majeure is understood to mean the event that makes fulfillment of the obligation of Denis Engine Services & Parts BV reasonably impossible, particularly difficult or extremely expensive. Without being limitative, the following events are considered to be a strange cause for Denis Engine Services & Parts BV: strike, lock-out, war, government obligation, requisition, occupation of the territory, riot, attack, robbery, sabotage, epidemic, disease, fire, flood, snowfall, storm, earthquake, natural disaster, change in transport rates, change in customs rates, shortage of manpower, shortage of fuel, breakdown of machinery, traffic disruption, late delivery by its supplier or subcontractor, insolvency of its supplier or subcontractor, insufficient stock at its supplier or subcontractor and any extraneous cause of its supplier or subcontractor. The aforementioned events are deemed to be unforeseeable and unavoidable for Denis Engine Services & Parts BV. In the event of force majeure, the buyer and/or customer is not entitled to compensation of any kind at the expense of Denis Engine Services & Parts BV.

9. Retention of title

Ownership of the sold goods only transfers after the buyer has made all the payments due, as described in Article 5 of these General Terms and Conditions. Only from that moment does the buyer have the right to dispose of the delivered goods.

10. Dissolution

Any agreement that is not performed by the buyer and/or customer gives Denis Engine Services & Parts BV the right to dissolve the agreement as well as a right to compensation of 15% of the invoice amount.

11. Disputes

- a) Belgian law is always applicable to the agreements between the parties.
- b) The parties shall endeavor to settle amicably any disputes relating to the validity, interpretation and/or performance of these agreements.