

1. Scope

The present terms and conditions of sale shall apply, to the exclusion of all other and contrary terms and conditions, exclusively to all our products and our services, work performed and associated goods, which are offered directly to the client/purchaser or through our online order system on the website <https://portal.atmosafe.be>.

2. Quotations and price conditions

Our price estimates, offers, however titled, including for the provision of services, are supplied for information purposes and are not be binding.

By placing the order, the client/purchaser accepts that ATMOSAFE BV shall be entitled to modify the agreed price if the prices of materials, wages, social security contributions and the like have changed since the date of the agreement. The client/purchaser shall be advised of such price changes in writing. It is understood that these price changes shall be binding on the client/purchaser.

3. Contract

The contract for the provision of services shall be deemed to have been accepted when ATMOSAFE BV have started to carry out the order, when the client/purchaser has placed an order for the assignment and upon written confirmation thereof by ATMOSAFE BV and when the client/purchaser has accepted the quotation by signing it. When ATMOSAFE BV confirms an order in writing, any additions or corrections shall be notified within 48 hours in order to be accepted as valid. Such modifications may result in price revisions.

4. Terms of delivery

Unless indicated otherwise in writing, the terms of delivery given shall only have indicative value and they shall therefore not be binding. No compensation shall be due for delay in delivery, unless proof of this is furnished by the client/purchaser and subject to formal notice by registered mail. Such delays shall not constitute, as such, grounds for cancellation or termination of the contract on the part of the client/purchaser.

5. Conditions of delivery, transfer of ownership and risks

All the goods sold may be delivered to the destination chosen by the client/purchaser. If the client/purchaser chooses to have the goods sent by ATMOSAFE BV, this shall be entirely at his expense and he shall declare moreover that he has accepted the goods. The risk passes to the client/purchaser at the moment of loading onto the means of transport.

Until the client/purchaser has met all his obligations vis-à-vis ATMOSAFE BV, the goods delivered shall remain the property of ATMOSAFE BV. Nevertheless, the client/purchaser shall bear the risk of loss or damage with respect to the goods, whatever the cause thereof, and/or the damage caused by such goods from the moment of delivery. Without written agreement from ATMOSAFE BV, the client/purchaser shall not be entitled, prior to payment, to transfer the goods to third parties. Until the goods are paid for, ownership thereof shall remain with ATMOSAFE BV.

6. Force majeure

In the event of force majeure, i.e. unforeseen circumstances beyond our control, occurring both inside and outside our company, depriving ATMOSAFE BV of the possibility to meet all or part of their commitments, ATMOSAFE BV shall be exempted, for the duration of said circumstances, from their duty to deliver the goods as well as from the agreed delivery period, without prejudice to the possibility to cancel the agreement not yet carried out. ATMOSAFE BV shall not be liable to provide any compensation for this. ATMOSAFE BV accepts no liability for faults committed by our suppliers.

7. Preliminary designs

Comments or corrections regarding proofs/designs given to the client/purchaser for inspection must be notified within 48 hours in order to be acceptable. However, these shall not be binding as such on ATMOSAFE BV. Such comments/corrections may incur an additional charge. From the start of production, the preliminary designs shall be deemed binding on the client/purchaser. If no preliminary design meets the client/purchaser's approval, ATMOSAFE BV shall be entitled to terminate the contract unilaterally and without consequences for ATMOSAFE BV. The client/purchaser may be charged for the hours worked.

8. Acceptance and protest

Delivery to the client/purchaser, providing goods, services or work to the client/purchaser or at a location chosen by the client/purchaser implies acceptance of the goods delivered. However written protest shall remain possible within eight days of the delivery of the goods, services or work concerned (within fourteen days in case of sale to individual consumers). If the protest is justified, ATMOSAFE BV shall have the following options: either to replace the goods delivered or to take them back at the original purchasing price. Except for replacement of the goods, ATMOSAFE BV shall under no circumstances be liable to provide any compensation. More specifically, ATMOSAFE BV shall not be liable for loss/damage of any nature affecting the client/purchaser or third parties as a consequence of transportation or delivery.

9. Copyright protection with regard to assignments carried out

ATMOSAFE BV shall retain the copyright for assignments carried out. Reproduction rights and rights of use shall only be transferred subject to prior written agreement by ATMOSAFE BV. Trademarks, designs, models and software produced on behalf of the client/purchaser shall be transferred subject to terms and conditions to be specially agreed.

10. Payment terms

Invoices shall be deemed to have been accepted if no written objections have been received within eight days after the invoice date. ATMOSAFE BV invoices are payable in cash, without reduction or discount, in Antwerp, within 30 days of the invoice date.

Failure to pay by the due date shall result in an automatic 10 percent increase of the invoice amount, without prior notice, by way of lump sum compensation, with a minimum of € 50.00, without prejudice to the contractual interest for late payment at a rate of 10 percent per annum, due from the invoice date to the time of final payment.

11. Cancellation

If the client/purchaser unilaterally cancels a sale and/or an assignment accepted by ATMOSAFE BV, ATMOSAFE BV shall have the following options: either to seek the performance of the agreement, or to charge twenty percent of the order amount as compensation for loss of earnings, over and above their direct costs. This is of course subject to the application of Article 3 in case of purchase/sale with a consumer.

12. Express resolute condition

If no or insufficient payment has been forthcoming by the due date, ATMOSAFE BV shall have the right at any time – subject to payments already made by way of lump sum contractual compensation – to abstain from further performance of the agreement and to claim back the goods delivered, which are the property of ATMOSAFE BV. This express resolute condition shall automatically apply retroactively: therefore, the sending of formal notice by registered mail shall merely serve as a confirmation of the application of this clause.

13. Additional work

If the client/purchaser requests additional work, the costs thereof shall obviously be borne by the client/purchaser and ATMOSAFE BV shall be entitled, if need be, to call in specialists for this purpose.

14. Language

The fact that the client/purchaser receives these general terms and conditions in a language other than his own shall not diminish in any way their binding nature with respect to said client/purchaser. At his request a translation shall be made available to him for information purposes.

15. Jurisdiction

If a dispute arises, sole jurisdiction shall be vested in the courts of the judicial district of Antwerp - Mechelen (Belgium), without prejudice to the option to summon the client/purchaser to appear before the court of the registered office, domicile or place of establishment.