



General Terms and Conditions

1. The following general terms and conditions govern every quotation and order for HELMETPLUS NV. The customer is deemed to have received, read, and subsequently accepted the general terms and conditions, as stipulated below, prior to the independent collaboration and/or the placing of a work order, regardless of any conditions that the customer may state on their own documents, which are always subordinate to the present general terms and conditions.

2. Price quotations are valid in good faith, without obligation, and without commitment on our part for a maximum duration of 30 days. The price quotations only become binding for HELMETPLUS NV after explicit written acceptance thereof by the customer. Plans, specifications, quotations, and/or calculations remain the (intellectual) property of HELMETPLUS NV and may under no circumstances be communicated to third parties without its prior written consent.

3. Delivery times are given in good faith but are approximate only. Circumstances beyond the control of HELMETPLUS NV, such as delays in the supply of materials, fire, strikes, war, lockouts, explosions, floods, pandemics, bad weather, and accidents, as well as all circumstances that delay the execution of an agreement beyond its control, shall in any event be considered force majeure if they impede, delay, and/or render delivery impossible, and shall entitle it to consider the agreement terminated in whole or in part or to suspend it, all without any compensation or price reduction being claimed by either the customer or HELMETPLUS NV.

4. All goods shall remain the property of HELMETPLUS NV until the customer has fulfilled all its obligations towards it, including those arising from other transactions performed for this customer. The Client acknowledges that this retention of title clause has been brought to his attention and accepted by him prior to delivery of the goods and/or works resulting from the services provided.

In view of the retention of title, the Client is prohibited from alienating the delivered goods and/or processing them in an unrecognizable manner before full payment, under penalty of an additional lump-sum compensation equal to 25% of the price of the delivered goods and/or works.

5. To the extent that acceptance has not been expressly made, all defects and/or complaints regarding the conformity of the delivery and/or performed works must, under penalty of forfeiture, be made by registered and reasoned letter within 8 days after the delivery of the goods and/or within this period from the completion of the work. Complaints regarding the invoice must, under penalty of forfeiture, be made by registered and reasoned letter within eight days after the invoice date.

6. Unless otherwise agreed in writing, invoices are payable immediately in cash, net, and without discount or set-off at the address of HELMETPLUS NV in Roeselare, as stated on the front of the invoice, or to the bank account designated by it. In the event of unilateral termination of the agreement by one of the parties, the latter shall always owe a termination fee amounting to 30% of the total agreed price between the parties, any excess amount to be effectively proven by the claiming party.

7. Any invoice not paid on its due date shall automatically, without prior notice of default, give rise to the enforceability against any undertaking of a conventional default interest at the reference interest rate increased by 8 percentage points, as provided for in Art. 5 of the Law of 2 August 2002 on combating late payments in commercial transactions, per year from the first day following the due date of the invoice. Furthermore, in the event of non-payment of either a part or the entire invoice on its due date, the invoice amount shall be increased by a fixed compensation of 10%, with a minimum of 125 EURO, even if periods of grace have been granted.

In the event of non-payment of the invoice on its due date, a first payment reminder will be sent to a private individual/consumer. If, after the expiration of at least 14 calendar days, commencing on the third working day after the sending of a reminder by post and commencing on the calendar day following the sending by electronic means, the private individual/consumer fails to comply with the payment request, default interest will become due at the reference interest rate increased by 8 percentage points, as provided for in Art. 5 of the Law of 2 August 2002 on combating late payments in commercial transactions. In addition, the customer/purchasing consumer shall owe a penalty clause of 20 euros if the outstanding balance is less than or equal to 150 euros, a penalty clause of 30 euros, increased by 10% of the amount due on the tranche between 150.01 and 500 euros if the outstanding balance is between 150.01 and 500 euros, and a penalty clause of 65 euros, increased by 5% of the amount due on the tranche above 500 euros with a maximum of 2,000 euros if the outstanding balance is higher than 500 euros.

Failure to pay on the due date of an invoice entails the forfeiture of any payment deferral that may have been granted for other invoices and renders all outstanding invoices immediately due and payable. The defaulting customer shall be liable for all damages and costs arising from the collection of the debt.