

CLUK BV - General Terms and Conditions (EN)



Chapter I - General Provisions

Article 1 - Applicability

1. These general commercial terms and conditions apply to all quotations, orders, and agreements relating to the supply and/or rental of goods and/or services by CLUK BV ("CLUK") to the Customer. By proceeding with any transaction, the Customer explicitly acknowledges and accepts these terms.
2. These terms prevail over any conflicting terms proposed by the Customer unless expressly agreed otherwise in writing.
3. These terms also apply to agreements executed by third parties on behalf of CLUK.
4. If any provision of these terms is found to be unlawful or unenforceable, the remaining provisions shall remain valid.

Article 2 - Formation of Agreements

1. Quotations are valid for 30 days unless stated otherwise and are non-binding. Prices exclude VAT unless otherwise noted.
2. Upon acceptance of the quotation by the Customer (either expressly or implicitly by execution), a binding agreement is formed.
3. For work not confirmed with a formal order, the invoice serves as confirmation.
4. CLUK may reject any order without providing justification.
5. Repetitive transactions do not create rights beyond the specific agreement, except for these terms which remain applicable.
6. Unit prices indicated in quotations apply. Prices on websites or brochures are indicative only.
7. Communication may be lawfully conducted via fax and email.
8. Agreements are conditional upon a satisfactory credit check. CLUK may require prepayment or guarantees and may suspend obligations if not met.

Article 3 - Execution

1. CLUK will execute the agreement to the best of its ability.
2. CLUK may assign tasks to third parties.
3. The Customer must provide necessary information in a timely manner. Delays caused by missing data may result in additional costs.
4. CLUK is not liable for damages resulting from incorrect or incomplete information from the Customer.

Article 4 - Delivery

1. Delivery times are indicative. Delays do not justify cancellation or compensation.
2. Goods are delivered EXW (Ex Works) from CLUK's warehouse. Risk transfers upon delivery.
3. Partial deliveries are allowed and may be invoiced separately.
4. Customer must accept delivery when offered. Refusals may incur storage costs.
5. For work on-site, the Customer must ensure proper access, utilities, and safety. Additional costs due to non-compliance are charged.

6. For non-EU exports, the Customer must provide all necessary customs documents at their own expense.

Article 5 - Modifications and Termination

1. Changes affecting cost or quality will be communicated in advance. Only written agreements are binding.
2. CLUK may terminate the agreement immediately if:
 - The Customer breaches obligations.
 - Creditworthiness is doubted.
 - Security or prepayment is not provided.
 - Bankruptcy, insolvency, or similar legal procedures are initiated.
3. Upon termination, all outstanding claims are immediately due. The Customer must return any rented or supplied goods within 24 hours. CLUK may retrieve goods if necessary.

Article 6 - Advice and Information

1. CLUK provides advice to the best of its knowledge but accepts no liability for outcomes.
2. Advice does not release the Customer from its responsibility to verify suitability.

Article 7 - Invoicing and Payment

1. All invoices are payable immediately unless agreed otherwise in writing.
2. Payments must be made in full without deduction or set-off.
3. Defaulting on any partial payment causes all amounts to become immediately due with applicable late payment interest and penalties.
4. Disputes must be submitted within 7 working days of the invoice date.
5. Late payments incur interest as defined in the Belgian Law of August 2, 2002, plus a 10% penalty fee (minimum €200), without formal notice. All collection costs are at the Customer's expense.
6. Payments always apply to the oldest outstanding debts first.
7. Invoices below €50 are increased by €5 admin fee.
8. Credit card payments are charged immediately.

Article 8 - Liability

1. CLUK's liability is limited to the invoice value of the goods/services causing damage. Indirect or consequential damages are excluded.
2. The Customer indemnifies CLUK against third-party claims.
3. CLUK is not liable for unauthorized alterations or misuse of delivered items.

Article 9 - Force Majeure

1. CLUK is not liable for non-performance caused by circumstances beyond its control.
2. In force majeure lasting more than 14 days, either party may terminate the agreement without liability.
3. Partially executed agreements may be invoiced separately if of independent value.

Article 10 - Jurisdiction and Applicable Law

1. Belgian law applies. The Vienna Convention is excluded. Disputes fall under the jurisdiction of Mechelen, Belgium.
2. Claims expire 6 months after the service or delivery date.

Chapter II - Specific Conditions for Rental and Services

Article 11 - Rental Terms

1. All rented goods remain CLUK's property.
2. The Customer is liable for damage, loss, or theft until goods are returned.
3. The Customer must report theft or damage immediately and cover repair/replacement costs including lost rental revenue.
4. Insurance covering rented goods against loss/damage is mandatory.
5. The Customer is liable for third-party damage caused by rented materials.
6. CLUK may inspect or reclaim rented goods if obligations are not met.
7. The Customer is responsible for regulatory compliance at the rental site.
8. Acceptance of goods without remark implies they are in good condition.
9. Malfunctions must be reported immediately.
10. Unauthorized repairs/modifications are prohibited.
11. Late returns incur full charges and additional costs.
12. Early returns do not entitle to reimbursement.
13. CLUK may request a deposit and deduct outstanding balances or repair costs from it.
14. These terms apply equally to services and production projects.

Article 12 - Repairs

1. By submitting an RMA, the Customer accepts these terms.
2. Offer preparation fees are charged even if the repair is declined.
3. Deadlines for repairs are indicative.
4. CLUK is not liable for transport damage due to improper packaging.
5. Extra costs may apply for undisclosed defects.
6. CLUK is not responsible for stored data on devices.
7. Non-listed accessories will not be returned.
8. Materials are insured against fire/theft while in CLUK's possession.
9. Manufacturer warranty terms apply; repairs outside warranty are charged.
10. Acceptance of repaired items confirms approval of condition.
11. Items left uncollected for 1 month may be sold by CLUK.
12. Repairs carry a 3-month warranty on parts and labor only.

Chapter III - Data Protection (GDPR)

1. CLUK stores customer data only in its accounting system, used solely for quotations, orders, deliveries, and invoicing.
2. No email lists or web tracking is used. Emails are kept max 1 year unless ongoing.
3. Customers may request access/modification/deletion of their data at any time.
4. CLUK never shares data with third parties. Vendor reports are anonymized.
5. Opt-out from mailings is possible via email; records will be marked inactive.

6. Targeted mailings by third-party providers are B2B only; those providers bear full responsibility.
7. CLUK secures its systems against breaches and will notify authorities of any data leaks.

Chapter IV - Late Payment Penalties (Bekafun Supplement)

1. Unpaid invoices will, by law and without formal notice, incur 1% monthly interest starting from the due date, calculated every 10th of the month.
2. After an unsuccessful notice of default, a flat-rate penalty of 15% applies, with a minimum of €125 and maximum of €3,500.

These terms are binding upon all transactions with CLUK BV unless explicitly waived in writing.