

GENERAL CONDITIONS OF SALE

1. GOUMANISTO retain the right not to process an order for any reason whatsoever whether such reason being an issue regarding the order, the unusual nature of the order, a foreseeable issue regarding the delivery or anything else. GOUMANISTO will endeavour to inform the buyer of such decision as soon as reasonably practicable by whatever communication means at its disposal (e-mail, phone or facsimile to the buyer).
2. Invoices are payable in cash on delivery without right to set off or deduction. In case of failure to pay on delivery or in accordance with any other specific provision formally agreed in writing, GOUMANISTO shall be entitled automatically and without prior notice to receive interest of 12% on the amount unpaid during the period of delay. In the absence of payment of the invoice within 30 days, a liquidated damage equal to 15% of the amount unpaid (and a minimum of 250€) in addition to the aforementioned 12% interest and the court costs (if any) shall be added to the amount due as a genuine pre-estimate of the potential loss without prejudice to GOUMANISTO's right to claim for a higher amount if it can demonstrate that it has sustained a higher damage.
3. In case of insolvency, inability to pay, winding up, re-organisation of the company, failure to pay any delivery or failure to comply with any term or condition whether general or specific, GOUMANISTO shall have the right to terminate the contract or to suspend its obligation of delivery and to claim the immediate payment of any goods delivered.
4. Except in case of improper or defective delivery, if the buyer refuses to accept the products delivered, the resulting fees incurred by GOUMANISTO will be chargeable to the buyer. If the buyer notices that the products are damaged, improper or not compliant with the order must, it must inform GOUMANISTO thereof in a written notice specifying the failure to comply issued within 48 hours from the delivery. After such time, no claim will be admissible.
5. Except in case of failure which is communicated to GOUMANISTO in accordance with these general conditions, the buyer shall not be authorised to return any products except in case of specific mention to the contrary and only to the extent that these products are returned immediately, undamaged (by the buyer) and in their original packaging and only provided that they have been stored in adequate conditions.
6. In case of improper or defective delivery, the liability of GOUMANISTO shall be limited to either the reimbursement of the price of the improper or defective products or their replacement at the option of the buyer and to the exclusion of any other damages or loss whether direct or indirect.
7. The products are shipped to the risks of the buyer. Any event or circumstance outside the control of GOUMANISTO, whatever its nature, such as force majeure, accident, administrative decision, strike or industrial action connected to the transport or postal system will constitute by express agreement of the parties a right to suspend or terminate the obligations of GOUMANISTO provided that such event or circumstance last 30 days or more.

However if GOUMANISTO is unable to comply with any delivery deadline, GOUMANISTO shall inform the buyer as soon as reasonably practicable by whatever communication means at its disposal (e-mail, phone or facsimile to the buyer). The occurrence of any above mentioned event or circumstance outside the reasonable control of GOUMANISTO will not give rise to any compensation or damages whatsoever for the benefit of the buyer.

8. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Namur (Belgium) over any claim or matter arising under or in connection with these general conditions. Only Belgian Law shall govern these conditions. A derogation to any provision of these general conditions will not affect the effectiveness or enforceability of the other provisions.

GENERAL CONDITIONS OF PURCHASE

1. The price of the products is the one mentioned on the order or, in the absence thereof, in line with the price of the preceding order of the same product and such price could not be increased by the supplier without the prior approval of GOUMANISTO.
2. Any invoice is payable within 45 days of the last occurring of the following events : the delivery of the products or the issuance of the invoice. In case of late payment, , the supplier shall be entitled subject to a prior notice to receive an interest of 1% above the interest rate used by the European Central Bank as published by the Official Journal of European Community the amount unpaid during the period of delay as a liquidated damage.
3. If the supplier is unable to deliver the ordered products in time, the supplier shall immediately inform GOUMANISTO thereof, and, unless the parties agree another time for delivery, GOUMANISTO will be entitled, without prejudice to any other right :
 - To cancel the order delivered out of time, or to terminate the contract and, as the case may be, the supplier shall reimburse any portion of the price already paid by GOUMANISTO regarding the cancelled order or the terminated contract, and
 - To buy to a third party substitution products at the cost of the supplier.
4. The supplier warrants that the products will be delivered in accordance with
 - the provisions of the order in terms of quality, quantity and delivery time;
 - the provisions of any applicable European directive or regulation or any other provision of the applicable law regarding hygiene, labelling, packaging, presentation of aliments, traceability, denomination of products, source or origin, date of freezing, manufacturing or packaging, net weight, list of ingredients (including additives) expiry date or optimal consumption date, along with storage and transportation; and

- any applicable principles and/or standards in the food sector in terms of hygiene so as to optimise their storage, freshness and protect the products against the adverse effects of any external agents such as, but not limited to, the light or the air.

The supplier shall indemnify GOUMANISTO for any damage or loss whatsoever, whether direct or indirect incurred by GOUMANISTO caused by any breach of this provision.

5. GOUMANISTO is not bound to accept any partial delivery.
6. Notwithstanding the delivery of goods, GOUMANISTO is not deemed to have accepted the products until they have been properly checked.
7. The ownership of the purchased products along with any risk of damage or loss will pass to GOUMANISTO on delivery of these products unless payment has been made prior to the delivery and in such case the ownership (but not the risks) will pass to GOUMANISTO at the time of payment.
8. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Namur (Belgium) over any claim or matter arising under or in connection with these general conditions. Only Belgian Law shall govern these conditions. A derogation to any provision of these general conditions will not affect the effectiveness or enforceability of the other provisions.