

## Article 1. General Provisions

### 1.1 Definitions

“Seller”: AG Steel Trading Antwerp, Lange Lozanastraat 142/2, 2018 Antwerpen, VAT BE 1023.413.445.

“Buyer”: any natural or legal person purchasing goods marketed by the Seller.

### 1.2 Scope of Application

These General Terms and Conditions of Sale (GTC) apply to any order addressed to the Seller unless otherwise agreed in writing.

They prevail over any terms of the Buyer or any third party, unless expressly waived in writing.

By returning the Seller’s quotation and accepting it, the Buyer confirms that they have read and accepted these GTC.

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## Article 2. Offers and Order Confirmations

2.1 All offers are indicative and non-binding unless confirmed in writing by the Seller.

2.2 Offers are valid for the period indicated in the quotation.

2.3 The Seller is not responsible for the intended use of the goods unless expressly specified.

2.4 Order confirmations by the Buyer, whether physically signed, accepted by email, or through any other written means (authorized electronic messaging, electronic communications), constitute acceptance and bind the Buyer.

2.5 The contract is concluded as soon as the Seller confirms the order in writing, whether physically signed, accepted by email, or through any other written means (authorized electronic messaging, electronic communications), and constitutes acceptance, binding the Buyer.

2.6 Modifications of offers are only valid if confirmed in writing by the Seller.

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## Article 3. Tolerances and Weights

3.1 Goods are delivered according to commercial quality standards, with normal tolerances for dimensions, weights, and composition unless otherwise specified.

3.2 Goods are deemed inspected and accepted by the Buyer prior to shipment. Only weights noted in the Seller's documents are valid.

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## Article 4. Technical Documents

4.1 Data in catalogs, brochures, or other documents are indicative unless expressly referenced in the contract.

4.2 All technical plans and documents remain the Seller's property and cannot be copied, transmitted, or used without authorization.

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## Article 5. Packaging

5.1 Prices are for unpackaged goods unless otherwise specified.

5.2 Returnable packaging must be returned in good condition within 30 days for reimbursement.

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## Article 6. Payments and Prices

6.1 Payments are in EUR or specified currency, net and without discount.

6.2 Unless otherwise agreed, invoices are payable immediately at the Seller's registered office.

6.3 Prices reflect market costs at the time of the offer.

6.4 Late payments accrue 8.5% annual interest without formal notice.

6.5 Seller may claim reasonable recovery costs.

6.6 All taxes and fees are borne by the Buyer.

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## Article 7. Delivery and Transfer of Risk

7.1 Goods travel at the Buyer's risk.

7.2 Delivery times are indicative.

7.3 Timelines start from contract conclusion or receipt of any advance payment.

7.4 Buyer will be notified of delivery dates in advance.

7.5 For delivery to sites, safe access must be ensured by the Buyer.

7.6 In case of cancellation by the Buyer, a lump-sum indemnity of 50% of the price is due.

7.7 Goods storage is at the Buyer's risk and expense.

7.8 Seller is not responsible for delays due to logistics or customs facilitation.

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## Article 8. Retention of Title

8.1 Goods remain Seller's property until full payment.

8.2 Non-payment entitles the Seller to repossess goods at the Buyer's expense.

8.3 Buyer may not sell goods until fully paid. Breach incurs 50% indemnity.

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## Article 9. Claims and Conformity

9.1 Goods are deemed accepted at Seller's premises.

9.2 Use constitutes final acceptance.

9.3 Seller guarantees only proven hidden defects.

9.4 Claims must be made within 3 days of delivery.

9.5 Replaced parts become Seller's property.

9.6 Liability for goods made to Buyer's plans is limited to conformity with those plans.

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## Article 10. Returns

10.1 Goods are non-returnable.

10.2 Exceptionally accepted returns are reimbursed at 60% of invoiced value, excluding transport costs.

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## Article 11. Financial Guarantees

11.1 Seller may request guarantees or suspend deliveries if Buyer's creditworthiness is uncertain.

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## Article 12. Contract Termination

12.1 Non-payment allows Seller to terminate the contract by written notice.

12.2 A lump-sum indemnity of 40% of the order value is due.

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## Article 13. Assembly

13.1 Assembly is not included unless expressly agreed.

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## Article 14. Force Majeure

14.1 Includes strikes, fire, war, embargo, shortages, or other events beyond parties' control.

14.2 The invoking party must notify the other immediately.

14.3 Force majeure exempts both parties from liability.

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## Article 15. Data Protection

Personal data are processed according to applicable laws.

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## Article 16. Governing Law

Contracts are governed exclusively by Belgian law.

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## Article 17. Jurisdiction

All disputes are under the exclusive jurisdiction of the courts of Antwerp or Charleroi at Seller's discretion.

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## International Trade Conditions

### 1. Price and Validity

Prices are net, in EUR or USD, valid for 3 business days unless stated otherwise. Significant fluctuations may lead to price revision.

### 2. Incoterms

International sales follow Incoterms® 2020. Terms (EXW, FOB, CFR, CIF, DAP) are specified in the order confirmation.

### 3. Quantities and Tolerances

±10% quantity tolerance applies unless exact figures are agreed.

### 4. Quality and Inspection

Goods sold per specifications. Pre-shipment inspection by independent authority if agreed, costs borne by requester.

### 5. Payment

Terms defined per transaction (prepayment, CAD, LC, insurance). No shipment without payment or secured documentation.

### 6. Documentation

Documents provided per Incoterm: commercial invoice, packing list, certificate of origin (if required and available), bill of lading / CMR / AWB, quality certificate (if available ).

### 7. Delivery and Lead Times

Delivery times are indicative. Seller not liable for transport, customs, strikes, port congestion, or force majeure delays.

### 8. Claims

Claims must be submitted in writing within 3 business days after receipt.

### 9. Force Majeure

Events beyond control (natural disasters, conflicts, sanctions, transport interruptions) relieve parties of liability.

### 10. Risk Transfer

Risk transfers per agreed Incoterm.

## 11. Governing Law and Jurisdiction

Belgian law governs unless otherwise agreed; courts of Antwerp or Charleroi have exclusive jurisdiction.