

General conditions for sale

1. These general terms and conditions apply to all our offers and agreements, as well as the conclusion of agreements and the resulting deliveries and performance of work, notwithstanding any other provision that may arise from documents of the client. The applicability of any general terms and conditions of the client is excluded, unless and insofar they are explicitly confirmed and approved by us in writing in the agreement for the performance of work and/or the provision of services. If the client places an order, he confirms to have studied our general terms and conditions and to consider these binding to the underlying relationship.
2. Offers for work are not binding until the written acceptance thereof. As a rule, offers are made based on the rates excluding VAT, other levies and taxes, in effect at the time of the offer, calculated in Euro and excluding (any) travel and accommodation costs associated with the implementation of the agreement, unless expressly agreed otherwise. If the client accepts a non-binding offer, we have the right to revoke the offer within ten business days after receiving this acceptance.
An agreement for the performance of work and/or the provision of services is a best-effort obligation and is deemed to have been concluded at the moment we have accepted the contract in writing, unless we revoke the offer with due observance of the provisions set out in the previous article.
We will always observe the necessary and correct care when implementing the agreement. We will act based on the knowledge of technology we consider the most appropriate and in accordance with the procedures in force at your company at the time we accept the contract. We cannot be held liable for a shortcoming if it is not our fault or we cannot be held liable by virtue of law.
Acceptance of the contract by both the client and the contractor explicitly implies acceptance of the working method and/or procedures used by the contractor.
The delivery date included in the contract confirmation will only be indicative and will not lead to any compensation or discount on the agreed price. We are also not responsible for damage to third parties as a result of exceeding the delivery date. The implementation period will only start on the next business day after receipt of all utility maps and all information required by the contractor.
3. The client will always be required to inform us in advance of any facts and/or circumstances that may affect the implementation of the agreement, insofar he was or should (reasonably) have been aware of these. The accuracy of this information will always be the exclusive responsibility and/or liability of the client with the explicit exclusion of any responsibility/liability of the contractor. The client, therefore, indemnifies the contractor for any responsibility/liability whatsoever in case of damage due to the provision of incomplete or incorrect information about facts and/or circumstances that may affect the implementation of the agreement.
4. The content of the contract is determined by the description of the work laid down in the offer or the contract confirmation, which will always be drawn up based on the information provided by the client, except for the changes and/or additions that are explicitly made afterwards in mutual consultation and/or after (written) approval.
5. Unless explicitly agreed otherwise in the contract confirmation, any additional work and/or additional hours for existing contracts will always be charged separately.
6. All measurement and research data we collect, as well as any recommendations, will be captured in a single report. Reports will be submitted by electronic means. A physical copy can be provided in response to an explicit request, subject to an administrative fee of €75.00 per copy. Unless otherwise requested, the report will always be drawn up in the same language as the quotation. The costs for any later translations will be submitted to the client for approval in advance.
We reserve the ownership of all (to be) delivered reports as long as the total amount due has not been paid.
7. The costs of multiple reports and the storage or shipment of samples will be borne by the client. Any responsibility or liability for non-original reports are expressly excluded. The results of any research we conduct may only be used for the purpose described in the contract. The use of data by the client or third parties for other purposes will be at the risk of the user.
8. Unless explicitly agreed otherwise in the contract confirmation, the client will be responsible for timely obtaining and retaining all permits required to properly carry out the work, as well as for the use of access roads to the site, and for imposing any needed parking bans.
The client is also responsible for all safety facilities, signalling, and the like. Any costs incurred by us, for example due to shut-down of our activities, will be paid by the client based on our captured cost-plus prices.
9. Any fines and damages resulting or arising from the late availability of the permits set out in section 8 will be for the account of the client.
10. Sections 8 and 9 will apply in full for work on or to public roads, tramways and railways.
11. The client undertakes to timely provide us with information about the location of utility pipelines and cables, as well as any other information we require for the proper performance of our obligations, and acknowledges that he is solely responsible for the accuracy of this information, with the explicit exclusion of any responsibility/liability on the contractor's part. The client, therefore, indemnifies the contractor for any responsibility/liability whatsoever in case of damage due to the provision of incorrect information about these utility pipelines or cables. The client must request the plans from the relevant utility companies and/or other bodies and provide these to us within a reasonable period before the start of the work.
12. All costs to be paid by the contractor in order to obtain plans, permits or other documents and all costs necessary for the implementation of the contracted works, such as obtaining parking facilities, the hiring of "no parking" signs, or reaching the site address, will be billed with an additional fee of 10% on top of the costs with a minimum of 75.00 Euros. Extra admin costs for the aforementioned applications for plans, permits and such will be charged at an hourly rate of 75.00 Euros per hour started, with a minimum of 150.00 Euros.
13. Our research and recommendations do not constitute a best-effort obligation and only require us to use those means or make those efforts to achieve an intended or desired result, being a report based on the information provided by the client.
14. Comments or complaints about the performed work must be communicated within 8 days of the invoice date by means of registered letter, under penalty of forfeiture of rights.
15. Additional requested intellectual services will be charged at an hourly rate of at least 110.00 Euro per hour and 0.70 Euro per km travelled. These prices may be adjusted based on the nature of the work, the normal hourly rate for similar work, and the urgency of the additional services.
16. Waiting times will be charged at a rate of 85.00 Euro per person per hour. An additional fee of 150.00 Euro per hour will be charged for machine ground drilling, depth probing, and camera inspections. This also applies to the time needed for attending the required (safety) training in order to obtain access to the (research) site.
17. In case of electrical or mechanical probing, the costs arising from damage to cones and probing tubes due to unexpected and/or unforeseen underground obstacles will be charged to the client.
If no access is granted to the site on arrival, if the access is blocked and/or the site cannot be accessed by the equipment needed for the contract in question, and the contract cannot be started as a result, the relocation costs and any waiting time will be charged based on the used vehicle(s).
18. Unless otherwise agreed, all our invoices are due within 30 days of the date of the invoice by means of transfer to our designated bank account. Payment in cash or by any other means than referred to above is only possible if indicated by us or after our prior approval in writing. The currency date indicated on our bank statements is decisive and, therefore, will be considered the payment date. Any other payment method we have accepted can never result in changes to our relationship or changes to or revocation of our general terms and conditions.
The payment of an invoice does not prove that the previous invoices have been paid but always implies acceptance of the work we have performed and/or the services we have provided.
19. If no payment takes place before the due date, or payment is only made partially, the invoice amount will be increased by a default interest of 8.25% per year from the due date by operation of law and without prior notice of default being required. If no payment takes place before the due date, or payment is only made partially, the due amount will be increased by 12%, with a minimum of 100.00 Euros, by operation of law and without prior notice of default being required by way of conventional increase, even if grace periods are granted.
20. We reserve the right to, in exceptional circumstances, fully or partially outsource Belac-certified tests to other certified laboratories, without the prior permission of the client being required.
21. Except in cases of intent or gross negligence, we will not be liable for or required to pay any form of compensation for damage of any kind, including operational damage, damage to movable or immovable property, or damage to persons, both at the client or at third parties.
Considering the nature, content and scope of the contracts that are granted to us, our overall liability for any damage suffered by the client due to attributable shortcomings, unlawful acts or otherwise, will in any case be limited to the amount of the fee associated with the contract in question and agreed by the parties, or any other remuneration, excluding turnover tax and excluding any costs incurred in relation to the implementation of the agreement, with the proviso that the amount for which a right to insurance payments by our corporate liability insurer(s) will always serve as the maximum eligible amount.
We will never be liable for damage suffered by the client as a result of incorrect information or data in general, either provided by the client or by third parties, regardless of whether this information or these data in general may reasonably be assumed to be correct. We will also never be liable if the client fails to disclose and/or proceeds to conceal information which is relevant to the implementation of the agreement.
We will also not be liable for damage resulting from the use by third parties (or from the use for other purposes than for those for which it was created) of the report we have drawn up.
A legal claim for compensation will expire one year after both the damage and the allegedly liable party became apparent.
22. In case of termination or cancellation of an order for, for example, probes, soil drilling and/or monitoring wells, we must be informed in writing at least 3 business days before the scheduled implementation date. After termination or cancellation, an administrative fee of at least 120.00 Euros will be charged, without prejudice to our right to claim the costs involved in the preparation and/or implementation of the contract. In case of termination or cancellation of, for example, an order for probes, soil drilling and/or monitoring wells less than 3 business days before the scheduled implementation date, we will invoice 30% of the contract price with a minimum of 180.00 Euros, without prejudice to our right to claim the costs involved in the preparation and/or implementation of the contract.
23. Unless explicitly agreed otherwise by us in writing, the client will not under any circumstances be permitted to disclose any confidential information or information that is our property or in our possession to third parties or entrust third parties with this information.
24. All patents, brand names, copyrights and/or any other intellectual property rights and/or any property or confidential information concerning or related to our work and/or services will remain our property or that of our licensor. The client may not derive any rights whatsoever from the patent, the license or any other intellectual property right belonging to us or in our possession. Nor will the client be permitted to disclose the confidential information, even if it is commercial in relation to those intellectual rights, on pain of the payment of compensation for the proven damage.
25. All data you share with us will be used to implement our agreement. The data will only be shared with our partners for the implementation of the agreement. We will occasionally use your contact details to use you as a reference and/or to inform you of any promotions and news. You will always have the option to unsubscribe by contacting your file manager.
26. The parties acknowledge that the translation of the above terms and conditions of sale to the French, German and English languages, respectively, has been provided solely to clarify the mutual contractual obligations between them and that, despite the accuracy of the translation, the basic text was compiled in the Dutch language and that this language will prevail for interpretations and/or the purport of words, terms and/or expressions and of the entire text.
27. All information created by us or information obtained from services provided externally will be treated as confidential by us. Exceptions to these confidentiality requirements are legal requirements to divulge such confidential information. These exceptions include a/o the reporting obligation via the e-DOV Drilling Notification Point, submittal of soil investigations with government bodies,...
28. The report and corresponding invoice will always be issued to the party who placed the order. If the invoice should be issued to a different party than the client, this will be stipulated on the purchase order. Invoice detail changes, after issuance of the initial invoice, will result in an extra EUR 75.00 admin charge.
29. During the performance of works, photo or video recordings can be made. This graphic material can be used for the promotion of Group Van Vooren. By accepting these general terms & conditions, you accept that photos and videos made by Group Van Vooren can be used for brochures, folders, flyers and such, the website and social media accounts of Group Van Vooren.
30. The accreditation certificate 296-TEST (EN ISO/IEC 17025:2017) in the name of Labo Devlieger - Van Vooren NV and the corresponding scope with Belac accredited tests are available for perusal at www.groupvanvooren.com/erkenningen
31. Each party hereby excludes any extra-contractual liability related to the formation, execution, and termination of this agreement and guarantees that its affiliated persons exclude this with respect to any other party and the directors, employees, shareholders, and direct or indirect auxiliary persons of such other party and its affiliated persons to the fullest extent permitted by law (including gross negligence).
32. All agreements between us and the client are ruled by Belgian law. All disputes will be settled exclusively by the courts of the district of East Flanders, division Ghent, which is competent to take cognizance of the dispute.