

General Terms and Conditions of Sale Trudiplas

Article 1. Applicability

These general terms and conditions apply to all offers, sales, deliveries, and other commercial transactions of Trudiplas. By placing an order, the customer is deemed to accept these terms and conditions.

The most recent version is always available at www.trudiplas.be or upon request via info@trudiplas.be. Trudiplas reserves the right to amend these terms and conditions at any time. In the event of amendments, customers will be notified, for example by e-mail or publication on the website.

After a notification period of 30 calendar days following the publication of the amended terms, these will be considered binding, unless the customer submits a written objection within this period. The publication date of the amended terms serves as the reference point.

These terms and conditions prevail over any terms and conditions of the customer, even if the customer stipulates that its own terms apply exclusively.

Article 2. Quotations and orders

Quotations are always made without obligation. An order is only considered final after written order confirmation by Trudiplas. The customer is responsible for verifying the accuracy of the order confirmation. Changes after confirmation are only valid if explicitly agreed in writing.

The quoted prices are based on the specified quantities and may change due to adjustments by the customer or objective, external circumstances beyond the parties' control (including but not limited to fluctuations in raw material prices, transport costs, or wages). Any price adjustments will be communicated.

In case of cancellation of a confirmed order, a fixed compensation of 50% of the total price is due.

Article 3. Prices and payments

Invoices are payable within 30 days of the invoice date, unless explicitly stated otherwise on the invoice, and must be settled on the designated bank account.

Trudiplas reserves the right to request deposits or advance payments and to invoice partial deliveries.

In case of late payment, a default interest of 1.8% per commenced month is due automatically and without notice, plus administrative and recovery costs of 15% (with a minimum of €250). Payments received after the due date will first be applied to outstanding interest and costs, and only thereafter to the principal amount.

In case of late payment, all granted payment facilities automatically lapse, and all outstanding invoices become immediately due and payable, irrespective of their original maturity date. Trudiplas reserves the right to suspend or refuse further deliveries or orders in case of non-payment.

In case of insolvency of the customer, the contract is automatically terminated. Any advance payments made remain acquired by Trudiplas as compensation.

Complaints about delivered goods or services do not relieve the customer of their payment obligation. Credit notes will only be paid if the original invoice has been fully settled.

Article 4. Retention of title

The delivered goods remain the property of Trudiplas until full payment has been received (including all costs, interest, and damages). Risk, however, passes to the customer as soon as the goods are physically made available to the customer. The use of the goods prior to full payment is not permitted.

Article 5. Delivery and risk

Delivery times are indicative and non-binding. The buyer expressly waives any claim for compensation if the delivery time cannot be respected for any reason. Any delay cannot be used as grounds to refuse the goods or cancel the order.

Deliveries are made on an EXW (Ex Works) basis, unless otherwise agreed in writing. Additional costs due to difficult access to the delivery location are at the customer's expense. Trudiplas accepts no liability for damage during transport, even under DAP delivery, unless expressly agreed otherwise in writing.

The customer acknowledges and accepts that goods supplied by Trudiplas may be subject to national and international export legislation, including but not limited to EU regulations and applicable sanctions legislation. The customer undertakes to comply strictly with these laws and regulations and guarantees that the goods will not be exported, re-exported, sold, transferred, or used in violation thereof.

Trudiplas is not liable for any consequences resulting from violation of export legislation by the customer. In case of doubt about the applicability of export restrictions, the customer must obtain prior written advice.

Article 6. Warranty and complaints

Complaints about visible defects must be submitted in writing, with justification, within three working days after delivery, by registered letter or by e-mail to info@trudiplas.be.

Warranty is limited to the replacement of defective parts. The customer expressly accepts that Trudiplas is not liable for hidden defects that manifest themselves more than three months after delivery, except for defects that Trudiplas knew or ought to have known. Defects resulting from normal wear and tear, improper use, or external influences are excluded from the warranty.

Standard tolerances regarding quality, quantity, colour, dimensions, thickness, and weight are accepted by the customer and do not entitle to cancellation or compensation.

Trudiplas does not guarantee that the delivered goods are suitable for the specific purpose intended by the customer, unless expressly and in writing agreed in advance. The customer is responsible for assessing whether the products meet its specific application requirements.

Returns are only possible with prior written approval, in the original packaging, and without additional costs for Trudiplas.

Trudiplas is not liable for indirect damage, consequential damage, or damage caused by natural influences or environmental factors. In any event, Trudiplas' liability is limited to the invoice value of the delivered goods giving rise to the claim.

Article 7. Force majeure

Trudiplas is not liable for delays, shortcomings, or unilateral cancellation of its obligations if caused by force majeure, including but not limited to machine or mould failure, shortage of goods, staff shortage, IT failures, natural disasters, strikes, war, pandemics, government measures, or any other circumstances beyond its control.

Article 8. Intellectual property

All designs, drawings, technical documents, and other intellectual property remain the property of Trudiplas and may not be copied, used, or disclosed to third parties without prior written consent.

Article 9. Personal data

Customer personal data are retained for commercial purposes. Customers have the right to access, correct, or delete their data. Requests can be made via info@trudiplas.be.

Article 10. Applicable law and jurisdiction

All agreements are governed by Belgian law. In case of disputes, only the courts of the judicial district of Ghent, section Dendermonde, have jurisdiction.

Article 11. Severability

If any provision of these terms and conditions is found to be invalid or unenforceable, the parties shall be deemed to have agreed on a valid replacement provision that most closely reflects the purpose and intent of the invalid clause. The invalidity of one or more provisions shall not affect the validity of the remaining provisions.

Article 12. Language clause

In the event of discrepancies between different language versions of these general terms and conditions, the Dutch version shall prevail and be legally binding.

Privacy Statement – Trudiplas

Trudiplas attaches great importance to the protection of personal data and respects the privacy of its website visitors, employees, business relations, prospects, stakeholders, and interested parties. This statement explains which data we collect, why we do so, and how we protect it. This policy applies to all services provided by Trudiplas nv.

1. Who are we?

Trudiplas nv
Slommerdonk 18, 9230 Wetteren, Belgium
VAT BE0428.609.247
Tel: +32 9 366 23 53
Email: info@trudiplas.be
Website: www.trudiplas.be

2. What data do we process?

We only process professional personal data of our business contacts, including:

- Name
- Job title
- Company name
- Contact details (address, email, telephone and fax number)
- Data from business interactions (quote requests, information requests, purchase orders, invoices, contracts)
- Data from contact forms, surveys, and commercial activities
- Domain names and IP addresses when visiting the website
- Language preferences

3. How do we collect data?

Data is collected through various channels, including website, email, social media, telephone, fax, cookies, and other digital communication.

4. Why do we process this data?

We process this data for the following purposes:

- Preparation and follow-up of quotations
- Delivery of products and services
- Customer management and communication
- Accounting processes
- Marketing and information about our products
- Improvement of our services and website (including through cookies and customer research)

5. Legal grounds

Processing is based on:

- Performance of a contract
- Legal obligations (e.g., accounting)
- Legitimate interest (e.g., business communication and prospecting)
- Consent (for specific purposes such as marketing)

6. Retention period

Trudiplas retains personal data only as long as necessary to achieve the purposes for which it was collected and processed.

- Contact details of professional relations are retained as long as the business relationship is active and for up to 5 years after the last contact.
- Data related to quotations, orders, and invoicing are retained in accordance with statutory accounting requirements.
- If no legal retention period applies, data will be deleted once it is no longer relevant.
- Data subjects may request additional information about specific retention periods.

7. Sharing with third parties

We only share data with third parties when necessary for our services, such as:

- Accounting partners
- IT and cloud service providers
- Marketing service providers

These parties are contractually obliged to handle the data securely and confidentially. In some cases, information may be shared internally. Our employees are required to respect the confidentiality of your data.

8. Cookies

Our website uses cookies (small text files placed on your computer) to analyze how users interact with the site. The information generated by cookies may be transmitted to the secure servers of Trudiplas nv or those of a third party. We use this information to monitor website usage, compile reports, and improve our services.

9. Rights of data subjects

You have the right to:

- Access your data
- Correct inaccurate data
- Request deletion of your data (where legally possible)
- Object to processing
- Transfer your data

You can exercise these rights by contacting us at info@trudiplas.be.

10. Security

We take appropriate technical and organizational measures to protect your data against unauthorized access, loss, or misuse.

11. Changes

This privacy statement is adapted to the use and functionalities of our website and services. Any updates or changes may lead to amendments of this privacy statement. It is therefore advisable to consult this privacy statement regularly.

12. Questions and feedback

We regularly review our compliance with this privacy policy. If you have any questions about this privacy policy, please contact us at info@trudiplas.be.