Terms and Conditions - v7

Aluracks 28-09-2025

GENERAL SALES TERMS AND CONDITIONS.

ARTICLE 1: APPLICABILITY OF THESE TERMS AND CONDITIONS

Aluracks is a company under Belgian law, with registered office at 2370 Arendonk, Hoge Mauw 670 and registered in the KBO-register under the number 1207735487.
These general terms and conditions form an integral part of each agreement concluded between Aluracks and the purchaser.
The purchaser (hereinafter: the "Buyer") is the natural person (hereinafter: the "Consumer") as well as the professional customer (hereinafter: the "Company"), who requests an offer from Aluracks.
By his mere agreement to the contract, the purchaser accepts the validity of these General Terms and Conditions, both for present and future business.
Each order from the purchaser to Aluracks implies for the purchaser an unconditional, exclusive recognition of these general conditions notwithstanding any contradictory provision in the conditions of the purchaser, of whatever nature.
Different conditions, agreements or modalities are only valid after explicit and written acceptance by Aluracks.

ARTICLE 2: THE CONCLUSION OF AN AGREEMENT

The buyer places an order (either electronically or not) or requests Aluracks to make an offer and will, in case the order is placed electronically, also be bound to this from the moment that Aluracks explicitly confirms the receipt of the acceptance by the Buyer.
If Aluracks does not accept an order, it commits itself to explain this to the buyer in a motivational manner, within ten (10) days after receipt of the order.

ARTICLE 3: PAYMENT

The purchase price is due at the moment that the purchaser places an order with Aluracks (either electronically or not). At the moment of placing the order, the purchaser will also receive (electronically or otherwise) the invoice.
The price quotation is inclusive of VAT and is always given in euros. All other levies and taxes are always at the expense of the purchaser.
The price includes the cost of packaging and, if applicable, transport insurance, unless expressly agreed otherwise.
The transport costs of the respective products can be consulted on the Aluracks website: https://aluracks.eu/ and are also always explicitly mentioned on the offer of article 2 of these General Terms and Conditions.
Unilateral price adjustments are possible in case of, among other things, changes in the prices of raw materials or the prices of suppliers. Other price adjustments are only possible with the written agreement of both parties.
In the event that the buyer's order includes multiple products, these will always be delivered together, unless both parties agree otherwise in writing.
Furthermore, all products ordered by the buyer will always be invoiced together as one.
The invoice is binding if the purchaser has not lodged a written, substantiated protest within a period of ten (10) days from the invoice date.
Complaints and invoice protests should be addressed to the following e-mail address: info@aluracks.eu. In the event of a complaint, Aluracks will provide the purchaser with an answer within a reasonable period of time.
In case of non-timely payment by the purchaser, the outstanding amount will be increased from the due date by operation of law and without prior notice of default with interest for delay equal to the legal interest rate and a fixed compensation of 10% on the invoice amount. Every non-payment results in the claimability of the entire outstanding debt.
For consumers, the legal interest rate applies. For companies, the interest rate of 8 % from the Act on Late Payments in Commercial Transactions of 02.08.2002 applies.

ARTICLE 4: DELIVERY TIME

The delivery shall take place within the delivery periods stated for the products on the product pages.
The delivery is strictly limited to the goods, as described in the purchase agreement.
These terms can be found on the website of Aluracks: https://aluracks.eu/.
These terms are purely indicative and non-binding for Aluracks and are subject to all unforeseen circumstances that arise beyond the control of Aluracks and the situations and events as set out in article 9 of these General Terms and Conditions.

ARTICLE 5: RIGHT OF WITHDRAWAL OF THE PURCHASER

Insofar as applicable, the buyer / consumer has the option of dissolving the contract, without giving reasons, within the period of fourteen (14) calendar days. This period commences on the day the order is placed.
In application of Article VI.53 WER (the Economic Law Code), the right of withdrawal under this article does not apply to goods that are custom-made by Aluracks.
To exercise the right of withdrawal, the purchaser shall notify Aluracks by an unequivocally formulated statement via e-mail to the e-mail address: info@aluracks.eu.
In the event that the purchaser cancels the contract, Aluracks will refund the purchaser the payment received for the purchase of the goods without delay and within a maximum of fourteen (14) calendar days from the date of receipt of the request for cancellation. No costs shall be charged to the purchaser in the event of reimbursement.
The purchaser shall bear all costs for the return of the products. The purchaser is to return the goods immediately and in any case within a period of maximum fourteen (14) calendar days from the day he informs Aluracks about the summons. The deadline is deemed to have been observed if the purchaser sends the goods back before the expiry of the period of fourteen (14) calendar days.
Aluracks reserves the right to refuse to accept the returned goods, if the goods have already been used by the purchaser, or if they are damaged.

ARTICLE 6: TRANSMISSION OF RISK(S)

With regard to the delivery of the ordered goods, the buyer shall be liable for any damage to or loss of the ordered goods as soon as the buyer takes possession of the delivered goods from the Freight Forwarder.

ARTICLE 7: PACKAGING

The goods shall be packed in the manner customary in the trade to protect them under normal conditions.

ARTICLE 8: TRANSPORT AND INSURANCE

Aluracks undertakes to deliver the goods to the doorstep of the purchaser. For the delivery of its products, both in Belgium and abroad, Aluracks always relies on a third party forwarder. As soon as Aluracks has delivered the products at the doorstep of the purchaser, the latter will bear the risk.
The goods are explicitly considered delivered at the doorstep of the purchaser.
For deliveries outside Belgium, Aluracks will work with a transport service at the choice of the latter or the purchaser.
Depending on the fact whether the delivery takes place in Belgium or abroad, the purchaser registers and documents immediately any complaint with regard to the transport of the products with either Aluracks or the forwarder and this upon receipt of the products or the accompanying transport documents. If damage occurs during transport, the purchaser is obliged to lodge a complaint with Aluracks. In this case, the purchaser is entitled to claim damages from Aluracks, on the understanding that these are in proportion to the lateness of the delivery. In the event of a delay in the delivery of the products abroad, the purchaser must inform Aluracks of this. Such a claim for compensation does not, however, release the purchaser from paying the purchase price of the products to Aluracks. A complaint by the purchaser in this respect is to be reported within the period of ten (10) days via e-mail to Aluracks at the e-mail address: info@aluracks.eu.
A complaint of the purchaser as a result of damage caused by transport, has to be reported by the latter to the third party forwarder by mentioning the source of delivery which is handed over by the forwarder upon delivery.
The buyer shall ensure that the goods can be delivered in a normal way at the agreed place and time and to ensure the accessibility of the place of delivery. If this is not fulfilled, the purchaser is obliged to compensate Aluracks for all damages, including waiting hours, storage costs and costs for preservation of the goods.

ARTICLE 9: UNFORSEEABLE CIRCUMSTANCES

All circumstances that were reasonably unforeseeable and unavoidable at the moment of the order, and that would make the complete or partial execution of the agreement financially or otherwise impossible, will be considered as unforeseen circumstances and give Aluracks the right to revise the agreement, if necessary to dissolve it.
Unforeseen circumstances as mentioned above include, but are not limited to: pandemics, war, production stop, production reduction, strike, damage to the production installations, non-delivery, late or incorrect delivery by suppliers of Aluracks, government measures and other unforeseen circumstances of similar nature or all consequences of such events and situations.
When these circumstances cause a delay of the delivery, or make the delivery impossible, Aluracks has the right to either suspend the delivery, or to renounce the agreement, or to change the order in such a way that its execution becomes reasonably possible, without the purchaser being able to claim any compensation for the delay, or for any damage resulting from this delay.
In case of unforeseen circumstances, Aluracks is not obliged to compensate any damage resulting from this.

ARTICLE 10: RETENTION OF TITLE

All goods remain, even after delivery, the exclusive property of Aluracks until full payment of the invoice, or other claims from current accounts, and any costs, interests or damages by the buyer.
Until then, the buyer is only the holder of the delivered goods. This means that the buyer may not dispose of the goods that have not yet been paid for (in full) in any way whatsoever, and in particular may not pledge them or transfer their ownership to third parties.
Resale is only permitted for resellers in the normal course of business and on condition that the reseller receives payment from its buyer or makes the sale subject to the condition that the right of ownership only passes to the buyer if the buyer meets its payment obligations. If not, Aluracks has a claim against the buyer, assessable in money, for the amount of the outstanding amount including possible costs, interests, the damage clause. Aluracks is allowed, possibly without permission of the buyer, to take back goods, if the buyer remains permanently in default of payment.
In case of seizure (executive or custodial), confiscation or any other action of third parties, the buyer has to inform Aluracks of these actions.
If, in case of delivery of goods abroad, the law of the country where the goods are, regulates the right of ownership, the buyer is obliged to take all necessary steps to legally assert the right of ownership of Aluracks. If the law of the country where the goods are located does not allow for retention of title, but Aluracks is allowed to reserve her other rights, Aluracks is entitled to exercise all these rights. If the buyer does not fulfil his obligations under this clause, Aluracks has the right to either keep the undelivered goods until the buyer provides proof that he has fulfilled his obligation, or to dissolve the agreement immediately with the legal consequences as stated in article 14 of these General Terms and Conditions.
In case of violation of the obligations of the purchaser, with in particular the delayed payment or violation of the obligations arising from these General Terms and Conditions, Aluracks is entitled to reclaim the goods, regardless of its rights under article 14 of these General Terms and Conditions, and the purchaser is obliged to surrender the goods that fall under this retention of title. The taking back of the goods or the application of the reservation of ownership, does not by definition imply the dissolution of the agreement, unless this is explicitly mentioned.

ARTICLE 11: INTELLECTUAL PROPERTY

All proprietary rights, both intellectual and otherwise, of all among others, but not exclusively, provided advice, drawings, images, texts, diagrams, designs etc. by Aluracks in any way, as well as all data on information carriers in the broadest sense, belong exclusively to the property of Aluracks.
The above mentioned properties of Aluracks are not allowed to be passed on to third parties, to be made available for inspection or to be multiplied in any way without explicit and written permission of Aluracks.
The purchaser is prohibited, except after explicit written consent of Aluracks, to make changes in all matters where the explicit ownership rests with Aluracks.
All trademarks, service marks, trade names, logo's and domain names of Aluracks and all other functionalities of the brand Aluracks are exclusively property of Aluracks or its licensors. The agreements do not give the buyer any right

to use this for commercial or non-commercial purposes.
The purchaser is obliged to notify Aluracks immediately about claims or attempts of third parties to get control over goods that are the property of Aluracks or to get a claim on these goods.

ARTICLE 12: WARRANTY AND NON-COMPLIANT DELIVERY

The goods delivered by Aluracks are guaranteed for two (2) years from delivery for defects caused by a manufacturing or execution fault.
This guarantee period always runs from the transfer of risk. The guarantee period will not be extended.
This guarantee is limited to the free replacement or repair of the delivered goods or the faulty parts thereof, without the possibility of being obliged to pay additional compensation and in so far as the defect already existed at the time of the transfer of risk. If the buyer believes that the delivered goods are defective, it shall bear the burden of proof.
The purchaser undertakes to send the defective goods to Aluracks or a named third party at his expense and risk.
Hidden defects only qualify for guarantee if they are reported to the e-mail address: info@aluracks.eu and within the period of ten (10) days.
This guarantee is, however, only valid if the goods have been used in accordance with the rules of the art and the applicable regulations, laws and standards. Every deviation of this discharges Aluracks from all responsibilities.
All repairs as a result of normal wear and tear of the goods and as a result of damage or accidents caused by neglect, lack of inspection or maintenance, improper use, the use of unsuitable substances of a nature that causes more wear than normal, chemical or electrolytic action, and other causes beyond the responsibility of Aluracks, are not covered by the guarantee.
This guarantee will lapse if the purchaser or a third party carries out alterations or repairs without the written consent of Aluracks, or if the purchaser does not immediately take appropriate measures to prevent the defect from increasing.
Aluracks is not liable for the repair, alteration or modification of products whose warranty has expired.

ARTICLE 13: LIABILITY RESTRICTION

Aluracks is only liable in case of intent or gross negligence, or for that of its employees or appointees, except for the cases as provided in article 9 of the General Conditions.
This does not apply for third parties that have been brought in by Aluracks. The buyer indemnifies Aluracks against claims of third parties, as well as against all actions and claims regarding infringements of any intellectual or industrial property right.
The liability of Aluracks towards the buyer, can be compensated to a maximum of 100% of the invoice amount, excluding VAT, unless Aluracks chooses to have the damage repaired. The limitation of liability is not applicable in case of physical injury, fraudulent and intentional acts and missions. In case of insurance coverage, the limit of liability is extended to the total amount that is paid out by its insurer on behalf of or to Aluracks in settlement or satisfaction of the claims of the purchaser under the terms of the applicable insurance policies.
Aluracks will never be liable for any indirect damage (a.o. financial and/or commercial losses, loss of profit, increase of general costs, disruption of planning etc.).
Aluracks is also not liable for any delay in the execution of her obligations resulting from the agreement, or for the non-execution of said obligations, as far as this delay and/or this non-execution is attributable to an external unforeseeable cause over which she has no reasonable control, as described in Article 9 of the General Terms and Conditions.

ARTICLE 14: TERMINATION OF THE CONTRACT

If the purchaser wholly or partially renounces the order for standard products, i.e. products that are not custom-made, Aluracks will refund one hundred percent (100%) of the total amount of the invoiced goods to the purchaser.
From the moment that the standard products have already been transferred to the third party for delivery to the purchaser, Aluracks is entitled to compensation in the amount of fifty percent (50%) of the total amount of the invoiced goods, as compensation for abandoning the conclusion or execution of the agreement. If Aluracks refrains from concluding or executing the agreement, it will be obliged to pay an amount of the same magnitude.
In application of Article VI.53 WER (Belgian Economic Law Code), the purchaser cannot waive the order for custom-made products in whole or in part.
If the purchaser does not fulfil his contractual obligations on time, Aluracks is entitled, after the notice of default, either to suspend its obligations or to dissolve the agreement without intervention of the court, if the notice of default is not acted upon within ten (10) days, this without prejudice to the right to damages and interest for delay. The same applies if Aluracks does not fulfil its contractual obligations (in time).
In the event of dissolution, the received deliveries shall be released to Aluracks and the purchaser shall reimburse Aluracks for the reduction in value over time together with the costs incurred by it, in particular transport costs, customs costs, fees, travel expenses, administration costs, etc. The purchaser will receive the payments, without interest and with consideration of the above deductions.
Aluracks also reserves the right to dissolve the agreement, in the event of apparent insolvency, bankruptcy or death of the purchaser.

ARTICLE 15: COOKIES AND PRIVACY POLICY

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ARTICLE 16: VALIDITY CLAUSE

The invalidity, for whatever reason, of any (part) of the provisions of these general terms and conditions does not affect the validity of all the other (part) articles.

ARTICLE 17: PRIVACY AND PROCESSING OF PERSONAL DATA (GDPR)

From the order until the invoice, Aluracks collects all data necessary to execute the agreement, such as the name of the buyer, his address, telephone numbers, e-mail address, and any other information concerning the buyer. This data is passed on to third parties, such as transporters, suppliers, etc., who are engaged by Aluracks for the execution of the order. Aluracks then acts as Processor and the third party as Processor in the sense of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC

and the Act of 30 July 2018 on the protection of individuals with regard to the processing of personal data.
The buyer has the following rights: the right to access, the right to rectification, the right to erasure, the right to restriction of processing, the right to portability of personal data, the right to object, and the right not to be subject to automated decision-making. The buyer can at all times appeal to the above-mentioned rights, in which case it suffices to contact Aluracks on the contact details mentioned in the order: Aluracks, (2370 Arendonk, Hoge Mauw 670, +32472634914, info@aluracks.eu)
Should there be any complaints regarding the processing of the purchaser's personal data, the latter may contact Aluracks, (2370 Arendonk, Hoge Mauw 670, +32472634914, info@aluracks.eu), with a view to an internal solution, or submit a complaint to the Data Protection Authority [Drukpersstraat 35, 1000 Brussel | +32 (0)2 274 48 00 | +32 (0)2 274 48 35 | contact@apd-gba.be].

ARTICLE 18: DISPUTES

All agreements with Aluracks are governed by Belgian law.
Possible disputes that arise in connection with this agreement will be settled by the competent Belgian court, and insofar as the disputes concern companies, the courts of the judicial district of Turnhout are competent.