Article 1: Scope of application
1. These Terms and Conditions apply to all offers made by Metaalunie to Metaalunie members and to all agreements arising from this, of which all parties ascribe the terms and conditions to Metaalunie.
2. Metaalunie members who apply these Terms and Conditions are referred to as the Contractor. The other party is referred to as the Client.
3. In the event of conflicts between the agreement entered into by the Client and the Contractor and these Terms and Conditions, these Terms and Conditions apply unless agreed otherwise in writing.

Article 2: Offers
1. All offers are without obligation. The Contractor is entitled to refuse an offer within a two-weeking period after it has received the acceptance.
2. If the Client provides the Contractor with information, the Contractor may use this information in a manner described in this article and will base its offer on this information.
3. The prices stated in the offer are denominated in euros, exclusive of all costs and other charges for the performance of the work. The prices do not include travel, accommodation, packaging, storage and transport, unloading and cooperating with customs formalities.

Article 3: Performance
1. All services provided to the Client by or on behalf of the Client, such as offers, designs, images, drawings and know-how, of whatever nature and in whatever form are contractually referred to the Contractor, and the Client will use it for its purpose other than for the implementation of the agreement.
2. The Client will not disclose or reproduce the information referred to in the previous paragraph if this is not permitted by the law.
3. If the Client infringes one of the obligations referred to in paragraphs 1 and 2 of this article, it will owe an immediately payable penalty for breach of contract, the amount of which shall be claimed in addition to compensation by virtue of the law.
4. The Client must return the information referred to in paragraph 1 of this article as soon as the agreed performance (also) included the performance of the delivery period set at the discretion of the Contractor. If this provision is not respected, the Client will owe an immediately payable penalty of €1,000 per day. This penalty can be claimed in addition to compensation by virtue of the law.

Article 4: Information and advice provided
1. The Contractor cannot derive any rights from advice and information provided to the Client with regard to the contract.
2. The Contractor obliges the Contractor with information, the Contractor may assume that it is accurate and complete and can rely on it for the purpose of the contract.
3. The Client indemnifies the Contractor against any third-party claims related to the use of advice, drawings, calculations, designs and information provided to it by the Client by way of or on behalf of the Client. The Contractor will compensate the Client for any losses incurred as a result of any acts of default by the Contractor, including all costs incurred for defence against these claims.

Article 5: Delivery time/implementation period
1. The delivery time or implementation period only commences once an agreement has been reached on all commercial and technical arrangements that are necessary to complete the work.
2. If the Client provides the Contractor with information, the Contractor may assume that it is accurate and complete and can rely on it for the purpose of the contract.
3. If the Client makes errors in its calculations, the Contractor may ask the Client to correct its calculations.
4. If there are circumstances other than those known to the Contractor at the time of the offer that affect the delivery time or implementation period, the Contractor does not have to comply with the delivery time or implementation period set at the discretion of the Client. If this provision is not respected, the Contractor will owe an immediately payable penalty of €1,000 per day. This penalty can be claimed in addition to compensation by virtue of the law.

Article 6: Delivery/execution
1. The Contractor is entitled to suspend fulfilment of its obligations if the Client does not meet its obligations in time. The Contractor may ask the Client to pay off the obligations it owes to the Contractor. If the Client does not meet its obligations on time, or circumstances arise that make it impossible for the Contractor to deliver the goods in the condition agreed or to perform the work, the Contractor is entitled to suspend fulfilment of its obligations as long as the circumstances that make it impossible to deliver the goods or perform the work continue.
2. If the Contractor fails to deliver its obligations, this cannot be used as a reason for the Client to refuse to pay the price agreed or to suspend payment of the price agreed.
3. The Contractor is entitled to suspend fulfilment of its obligations if the Client is in default for a period of more than three months after the date of delivery or completion, or if the Client does not meet its obligations in time. In that case, the Contractor has the right to suspend all or part of its obligations.

Article 7: Price changes
The Contractor may pass on to the Client an increase in costs resulting from factors that occur after entering into the agreement. The Client is obliged to pay the price increase in the circumstances described in this article.

Article 8: Liability
1. The Contractor is entitled to offset its debts to the Client against claims of the Contractor against the Client. Furthermore, the Client is entitled to offset its debts to the Contractor against claims of the Client against the Contractor.
2. If the Client has fulfilled its obligations after the delivery of the goods has been completed, the Client will owe it under the agreement on that date.

Article 9: Execution of the work
1. The Client will ensure that all licences, exemptions and other documents are available to the Contractor in the course of the execution of the work, necessary for the transport of the goods. The Client is also responsible for the transport of the goods. The Client will only acquire the ownership of the goods when the Contractor is entitled to claim for debt and compensation, or will compensate its costs.
2. The Contractor does not guarantee the quality of the work if it is caused by the use of parts of the work that have already been processed by a third party.

Article 10: Scope of the work
1. The Client must ensure that all licences, exemptions and other documents that are necessary to carry out the work are available to the Contractor in the course of the execution of the work. If necessary, the Client is obliged to send the Contractor a copy of the aforementioned documents immediately on the Contractor in writing and within the payment term, subject to compensation by virtue of the law.
2. Unless otherwise agreed in writing, the work includes:
   a. groundwork, pile driving, cutting, breaking, foundation work, marshing, carpentry, plumbing, painting, wallpapering, plastering, insulating, etc.;
   b. advice, calculations and all maintenance of all Internet or other infrastructural facilities;
   c. the contractor is entitled to charge for all or part of its losses or goods present at or near the workplace;
   d. vertical and horizontal transport.

Article 10: Contract extras
1. If the Client gives the Contractor any order in writing to carry out extra work or extra information in the course of the execution of the work, it is entitled to charge for the work and information referred to in the previous paragraph on the basis of:
   a. the information provided by the Client does not correspond with the work or information referred to in the previous paragraph.
   b. the information provided by the Client does not correspond with the work or information referred to in the previous paragraph.
   c. it concerns changes in the design, the specifications or the contract documents.
   d. the information provided by the Client does not correspond with the work or information referred to in the previous paragraph.

Article 11: Implementation of the work
1. The Client will ensure that the Contractor can carry out its work. The Client is responsible for obtaining the necessary facilities for the implementation of the work, such as:
   a. gas, water, electricity and internet;
   b. working space, temporary facilities.

Article 12: Work of the Contractor
1. If the Client gives the Contractor an order in writing to carry out extra work or extra information in the course of the execution of the work, the Contractor is entitled to charge for the information referred to in the previous paragraph on the basis of:
   a. it concerns changes in the design, the specifications or the contract documents.
   b. the information provided by the Client does not correspond with the work or information referred to in the previous paragraph.

Article 13: Performance of the work
1. If the Client gives the Contractor an order in writing to carry out extra work or extra information in the course of the execution of the work, the Contractor is entitled to charge for the information referred to in the previous paragraph on the basis of:
   a. it concerns changes in the design, the specifications or the contract documents.
   b. the information provided by the Client does not correspond with the work or information referred to in the previous paragraph.

Article 14: Guarantee and other claims
1. The Client is entitled to claim for debt and compensation, or will compensate its costs of the work if the agreed performance (also) included the performance of the delivery period set at the discretion of the Client. If this provision is not respected, the Client will owe the Contractor a copy of the aforementioned documents immediately on the Contractor in writing and within the payment term, subject to compensation by virtue of the law.
2. The Client is entitled to claim for debt and compensation, or will compensate its costs of the work if the agreed performance (also) included the performance of the delivery period set at the discretion of the Client. If this provision is not respected, the Client will owe the Contractor a copy of the aforementioned documents immediately on the Contractor in writing and within the payment term, subject to compensation by virtue of the law.
3. The Contractor is entitled to suspend fulfilment of its obligations if the Client is in default for a period of more than three months after the date of delivery or completion, or if the Client does not meet its obligations in time. In that case, the Contractor has the right to suspend all or part of its obligations.

Article 15: Compromise to claim
1. The Client is entitled to make a compromise to claim if the Client is in default for a period of more than three months after the date of delivery or completion, or if the Client does not meet its obligations in time. In that case, the Contractor is entitled to suspend fulfilment of its obligations as long as the circumstances that make it impossible to deliver the goods or perform the work continue.
2. If the Contractor fails to deliver its obligations, this cannot be used as a reason for the Client to refuse to pay the price agreed or to suspend payment of the price agreed.
3. The Contractor is entitled to suspend fulfilment of its obligations if the Client is in default for a period of more than three months after the date of delivery or completion, or if the Client does not meet its obligations in time. In that case, the Contractor has the right to suspend all or part of its obligations.

Article 16: Failure to take possession of the goods
1. The Client is entitled to claim for debt and compensation, or will compensate its costs of the work if the agreed performance (also) included the performance of the delivery period set at the discretion of the Client. If this provision is not respected, the Client will owe the Contractor a copy of the aforementioned documents immediately on the Contractor in writing and within the payment term, subject to compensation by virtue of the law.
2. The Client is entitled to claim for debt and compensation, or will compensate its costs of the work if the agreed performance (also) included the performance of the delivery period set at the discretion of the Client. If this provision is not respected, the Client will owe the Contractor a copy of the aforementioned documents immediately on the Contractor in writing and within the payment term, subject to compensation by virtue of the law.

Article 17: Payment
1. Payment is made at the Contractor’s business address or at a place of delivery agreed upon in writing between the Client and the Contractor, unless otherwise agreed in writing.
2. Unless otherwise agreed, payment must be made within 30 days of the invoice date.
3. If the Client fails to pay in full, the Client is entitled to claim for debt and compensation, or will compensate its costs of the work if the agreed performance (also) included the performance of the delivery period set at the discretion of the Client. If this provision is not respected, the Client will owe the Contractor a copy of the aforementioned documents immediately on the Contractor in writing and within the payment term, subject to compensation by virtue of the law.