

GENERAL TERMS & CONDITIONS FOR SALE AND RENTAL

23. Representation. If the renter is an association or a company, the representer, the manager or the CEO is responsible for all commitments concerning the association or company. He personally provides the guarantee that all sums will be paid to the rental company in the future.
24. During the whole rental period, the renter is responsible for all mechanical or electrical damages, loss or theft, due to bad treatment, bad maintenance, overheating and in all cases where the situation or the cause cannot be determined with accuracy even when the rented material has been sub-let by the renter. In these cases, the reparation costs and the immobility indemnity until the material has been repaired will be charged to the renter. If the material is a total loss or has been stolen, the renter will pay the value of the material as well as the rental price mentioned in the offer. The rental company will in no way be responsible for any problems caused by bad use even if it might originate with the rental company. In these cases, the rights of the renter are limited to a proportional price reduction except if the rental company offers replacement material at the renter's disposal.
25. If cables are made unusable (ex. cut plugs), the sales price will be charged.
26. The renter declares having received the material in a good state and will use it as if it was his own conform the directives of the owner.
27. The material given to the renter by the rental company shall be returned in the same packaging. If this is not the case, a compensation of 10% (at least 24,79 Euro) of the rental price will be invoiced .
28. Access. The renter will take into account that the materiel is transported by trucks weighing at least 10 tons and measuring 9 meters long. All costs (repairs) due to unadapted access will be charged to the renter.
29. All orders are submitted to the sales and rental conditions with the exclusion of the client's own terms and conditions.
30. All our offers are without engagement. The contract will only be concluded after our written confirmation or at the beginning of its execution.
31. All our invoices should be paid on the date of their emission except if mentioned otherwise on the invoice. If the total amount is not paid on the due date, 10% of the amount will be added with a minimum of 49,58 Euro. The total sum will by right be augmented by 1 % each month the invoice has not yet been paid. Every month started is considered as a month passed. All delivered goods remain the property of "The Powershop" until the invoice has been completely paid.
32. Our guarantee is limited to the replacement of the material and if this is not possible, the reimbursement of the total rental price.
33. All cancellations should be made in writing. These are only valid if we have accepted them in writing. If this is not the case, the client will be charged 25% of the total rental price.
16. All litigations concerning the conclusion, validity, interpretation or execution of this contract or derived contracts will be controlled by Belgian law and only the courts of justice of our company's registered office are competent.
17. Changes to these terms and conditions of sale and rental are only possible after a formal written permission from the rental company.