



General Terms and Conditions of Sale

These General Terms and Conditions apply to all quotations, sales, and deliveries made by FoodTrailerClub / INNOTRADE BV.

1. Definitions

“Client” means any natural or legal person, including authorized representatives, who places an order with FoodTrailerClub for goods or services as specified in quotations, invoices, or other agreements.

“Contract” refers to these general terms and conditions together with all additional quotations, orders, invoices, or documentation forming an integral part of the agreement.

“Deposit” means an advance payment of 40% of the total contract value, unless otherwise agreed in writing.

“Balance Payment” means the remaining amount, which must be fully paid before shipment and must have been credited to the bank account of FoodTrailerClub.

“Force Majeure” refers to events beyond the reasonable control of FoodTrailerClub, including but not limited to natural disasters, wars, pandemics, government restrictions, labor disputes, global supply chain disruptions, or other external circumstances.

“Electrical Equipment” includes all built-in appliances, such as refrigerators, ovens, or other installations supplied with the trailer, covered by the warranty of the original supplier or manufacturer.

“Non-Accepted Defects” refers to deviations greater than 10% in product dimensions, functional defects that do not meet agreed specifications, or other faults that significantly affect the usability of the product.

2. Acceptance

By placing an order or accepting delivery, the Client acknowledges and fully accepts these general terms and conditions.

In the event of any conflict between these terms and other documentation, these terms shall prevail, unless otherwise agreed in writing.

All credit facilities are subject to approval and credit limits as determined by FoodTrailerClub.

If the Client acts as an intermediary or agent, the Client remains fully liable for compliance with all conditions, including payment obligations.

3. Payment Terms

Deposit:

The Client shall pay a deposit of 40% of the total contract value, unless otherwise agreed in writing.

Balance Payment:

The remaining amount must be paid in full no later than 7 working days before the agreed delivery date, and must appear in the bank account of FoodTrailerClub.

Delivery shall take place only after full payment has been received.

Cheques or other non-instant payment methods are not considered valid payments until fully cleared and credited to the account.

No Delivery Without Payment:

If full payment is not received on time, FoodTrailerClub reserves the right to suspend delivery until payment is completed.

4. Delivery and Acceptance

The Client must inspect the goods upon delivery and report any defects immediately in writing.

Issues not reported in writing at the time of delivery will not be considered valid claims and shall be deemed accepted.

Handcrafted Products:

The goods are handmade; therefore, minor aesthetic variations or differences in finish are not considered defects, Minor differences in color or finish shall not affect the conformity of the Goods.

Storage Fees:

If the goods are not collected within 30 days after the agreed delivery date, a storage fee of €5 per day will be charged, up to a maximum of €1,500.

If the delay exceeds 90 days, FoodTrailerClub reserves the right to reassign the goods without any further compensation to the Client.

Failure to pay within the agreed period may also result in cancellation of the order without refund.

5. Warranty Conditions

Built-in Electrical Equipment:

Built-in electrical appliances supplied by FoodTrailerClub are covered by a replacement warranty during the warranty period. Repairs shall not be performed unless expressly agreed in writing.

Third-Party Equipment:

For equipment purchased by the Client and installed by FoodTrailerClub, the warranty terms of the original supplier apply.

Limitation:

Warranty claims do not cover damage caused by misuse, wear and tear, or failure to follow maintenance or usage instructions.

6. Custom Work and Liability**Client Responsibility:**

The Client is responsible for providing accurate and complete specifications for any custom-made products.

Tolerances:

A dimensional deviation of up to 10% is considered acceptable and does not constitute grounds for rejection.

For larger deviations, FoodTrailerClub will repair or replace the goods, provided the issue is reported within 14 days after delivery.

No Liability for Aesthetic Variations:

Minor aesthetic differences (e.g., in color, texture, or finish) shall not be considered defects.

7. Force Majeure

In the event of force majeure, FoodTrailerClub shall not be held liable for delays or failures in the performance of the contract.

If the force majeure situation continues for more than 30 working days, either party may terminate the contract without further liability, except for costs already incurred.

8. Limitation of Liability

FoodTrailerClub is only liable for direct damages, up to a maximum of the total contract value.

FoodTrailerClub shall not be liable for any indirect damages, loss of profit, or consequential losses.

9. Dispute Resolution

This agreement is governed by the laws of Belgium and applicable EU regulations on cross-border trade.

The parties shall endeavour to resolve disputes amicably. If necessary, disputes shall be submitted to the Competent courts of Ghent (Oost-Vlaanderen).

Important Notice

This document may be translated into several languages(e.g., Dutch, French, German, and English).

In the event of any conflict or discrepancy between translations, the English version shall prevail as the legally binding document.