**Terms & Conditions**

1. Safari Supplies a Frank De Smedt bvba company accepts orders which comply with these terms and conditions including any special terms agreed between us (“**Terms**”) these shall prevail and be effective notwithstanding any variations or additions contained in any order or other documents submitted by you including without limitation any standard conditions of purchase and/or any provision contained in your order.
2. Your placing an order with us shall be deemed an offer by you to purchase the Safari Supplies products to be supplied pursuant to these Terms (“**Goods**”).
3. You shall be responsible to us for ensuring the accuracy of any order submitted by you and for giving us any necessary information relating to the Goods within a sufficient time to enable us to perform the orders.
4. We reserve the right to make any changes in the description of the goods which may be issued by us to you (“**Specification**”) which does not materially affect the quality or performance of the Goods or which may be required to conform with applicable statutory or EC requirements. All Goods are covered by our manufacturer’s standard warranty no additional warranty will be available unless specified with the Goods at time of purchase.
5. Delivery of the goods or any part of them in accordance with these Terms (“**Delivery**”) shall be made to premises nominated by you or where no place is nominated by you at your invoice address  Safari Supplies cannot be liable for Delivery not being executed as expected due to incorrect or ambiguous delivery instruction of goods.
6. The prices of the goods are noted in € including 21% Belgian VAT (“**Price**”)and shall not include the costs of Delivery. Safari Supplies shall be entitled to charge you for the costs of delivery.
7. The price including VAT is exclusive of any other taxes or duties (Which will be applied in accordance with the legislation in force at the tax point date) for which you shall additionally be liable. Safari Supplies will not be liable for any changes in price due to circumstances beyond our control including but not limited to changes in statutory duties.
8. Transport prices include all costs of packaging in respect of Goods. You shall dispose of all waste packaging in accordance with all legislation from time to time in force including but without limitation all relevant legislation for the protection of the environment.
9. Payment for Goods and any Delivery charges applicable must be made in full at time of order as instructed. Unless payment is authorised, Delivery will not be made.
10. In addition to any right or lien to which we may by law be entitled, we shall in event of your insolvency or  failing to render payment or dishonour payment submitted for any Goods Delivered by us., we shall be entitled to demand immediate return of such Goods at your expense.
11. Delivery is approximate only and time shall not be of the essence for such Delivery.
12. We shall have no liability to you in relation to non- delivery of the Goods unless such non- delivery is notified to us in writing within three days of the Delivery date.
13. Where any valid claim in respect of short delivery or non- delivery of or damage to the Goods is notified to us in accordance with these Terms, we shall be entitled to supply goods to remedy any short delivery or non- delivery or damage free of charge or, at our discretion, refund you the price of the relevant goods and we shall have no further liability to you.
14. We reserve the right to deliver the Goods by instalments and where we do so each Delivery shall constitute a separate contract and any failure by us to deliver any one or more of the instalments in accordance with these Terms or any claim by you in respect of any one or more instalments shall not entitle you to treat the Contract as a whole as repudiated.
15. Subject as expressly provided for herein all warranties, conditions or other terms implied by Belgian and EU law are excluded to the fullest extent permitted by law and we shall have no liability to you other than as expressly set out herein.
16. You shall be deemed to have inspected the Goods upon Delivery and we shall have no liability to you in relation to the damage to the Goods in transit which was apparent on inspection or which would have been apparent on reasonable inspection unless such damage is notified to us in writing within three days of Delivery specifying the damage to the Goods.
17. Notwithstanding any provisions of these Conditions we shall have no liability to you in respect of any defect in the quality of the Goods or the failure of the Goods to meet Specification where the defect or failure has arisen as a result of improper storage or any act or omission of yours.
18. For the avoidance of doubt nothing herein contained shall be deemed to exclude or restrict our liability for death or personal injury arising due to our negligence.
19. The risk in the Goods shall pass to you immediately upon Delivery or if you wrongfully fail to take Delivery of the Goods the time when we have tendered Delivery of the Goods.
20. We shall not be liable for any failure to observe or breach the Terms caused by circumstances amounting to a Force Majeure. For the purposes of these terms “Force Majeure” shall mean any circumstances beyond our reasonable control, including but not limited to acts of God, war, terrorism,riots,civil commotions, strikes, lockouts, trade disputes, fires, explosions, breakdown, interruptions of transport, government action and delay in delivery by our supplies.
21. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
22. The parties hereto intend that no term of these Terms may be enforced by any person, entity or body that is not a party to this agreement.
23. In all matters all personal data will be processed in accordance with the Data Protection Act 1998.
24. All Contracts shall be governed by Belgian law and the Belgian courts shall have exclusive jurisdiction for the hearing of any dispute between the parties save in relation to their enforcement where their jurisdiction shall be non-exclusive. Information on an alternative way of dispute settlement can be found <http://ec.europa.eu/odr/> , however we keep the right the present all disputes to a Belgian court.