

Terms and Conditions — T-EMCompass

T-EMCompass

Europalaan 3

9140 Temse, East Flanders

Belgium

VAT: BE1029024696

Updated: 20-10-2025

1. General

1. This website is operated by **T-EMCompass**, Europalaan 3, 9140 Temse, Belgium (hereafter: “seller”, “we”, “us”, “ourselves”, or “the company”).

“Client”, “you” or “your” refers to you, the person accessing this website and accepting these terms and conditions.

“Party”, “Parties”, or “Us” refers to both the Client and the Company, or either of them individually.

These terms and conditions apply to all offers, agreements and transactions between parties.

2. Prices

1. International shipments may be subject to import taxes, customs duties and fees once a shipment reaches the destination country. These additional charges must be paid by the recipient. We have no control over these costs and cannot predict them. Shipments within the EU are free of customs duties.
2. We may change prices and conditions at any time, provided no agreement has yet been made between the parties.

3. Payment

1. The client must use one of the payment methods listed by us.
 2. We ship orders only after we have received full payment, unless otherwise agreed.
 3. Orders may be cancelled by us if payment is not received.
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4. Shipping

1. Practical information about shipping is provided on request
 2. The client must inspect received products for damage.
 3. If packaging or products appear damaged, the client must not use them and must notify us within 7 days of receipt.
 4. The applied Incoterm is **DAP**.
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5. Orders and Agreements

1. The client is responsible for supplying correct and complete information required to fulfil the client's needs. We assume the information provided is accurate.
 2. We may refuse orders without providing a reason.
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6. Retention of Title

1. All products remain the property of **T-EMCompass** until all payment obligations have been fully met by the customer.
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7. Products

1. Displayed product images may differ slightly from the actual product.
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8. Force Majeure

1. We are not responsible for delays or failure to meet our obligations arising from causes beyond our reasonable control.
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9. Governing Law and Jurisdiction

1. These terms are governed by and construed according to the laws of Belgium. You agree, as we do, to submit to the exclusive jurisdiction of the Belgian courts.
 2. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
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10. Payment (Additional Conditions)

1. Amounts payable by the client must be paid as agreed by the invoice.
 2. T-EMCompass reserves the right to cancel orders if the client fails to pay within the specified period.
 3. Clients are not entitled to set off payments owed to T-EMCompass.
 4. We may charge administrative fees for administrative actions performed at the client's request.
 5. If the client is in default, all reasonable extrajudicial collection costs will be borne by the client.
If higher necessary costs were incurred, these actual costs will also be reimbursed. Judicial and enforcement costs will likewise be charged.
 6. For agreements requiring payment before delivery:
 - a. If the products are not paid in full, any partial payments expire 4 weeks after the first payment reminder. All rights to the products also expire.
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11. Limitation of Liability

1. Our total liability for any claim shall not exceed the price of the individual product involved. We are never liable for loss of profit or other incidental or consequential damages.
 2. The user of a product acknowledges that a product may break down. If a product breaks down, the user must immediately stop using it and disconnect it from mains power. The user must read the manual carefully.
 3. If you are not the user, you must inform the user of point 11.2.
 4. We cannot be held liable for damage or claims arising from non-compliance with clauses 11.3, 11.2, 5.1, 4.3, or 4.2, or when damage results from negligent or intentional behaviour by the client.
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12. Export to Russia

1. The Client shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under Article 12g of Council Regulation (EU) No 833/2014.

2. The Client shall make best efforts to ensure that paragraph (1) is not circumvented by third parties further down the commercial chain, including resellers.
3. The Client shall maintain adequate monitoring mechanisms to detect conduct by third parties that would frustrate the purpose of paragraph (1).
4. Any violation of paragraphs (1), (2) or (3) constitutes a material breach of this Agreement.
5. The Client must immediately inform T-EMCompass of any issues in complying with these obligations, including suspicious activities by third parties. The Client must provide all requested compliance information within two weeks.

13. Additional terms for deliveries outside the EU

Additional terms and conditions apply to deliveries outside the EU. These can be requested.