Terms & Conditions

LKS Trading B.V.
Tolhuisweg 10
6071 RG Swalmen
The Netherlands

1. General

These Terms & Conditions apply to the use of this website and to all offers, quotations, purchases, sales and agreements of LKS Trading B.V., unless otherwise agreed in writing.

LKS Trading B.V. is engaged in the purchase and sale of used food processing machinery and related industrial equipment.

By using this website, requesting information, submitting a form or entering into an agreement with LKS Trading B.V., you agree to these Terms & Conditions.

2. Website information

LKS Trading B.V. makes every reasonable effort to ensure that the information on this website is accurate and up to date. However, all descriptions, photographs, specifications, years of manufacture, capacities, dimensions, weights, prices and availability are provided for general information purposes only.

No rights may be derived from the content of this website.

Machine specifications may be incomplete, approximate or based on the information available at the time of publication. It is the responsibility of the visitor or buyer to verify whether a machine is suitable for its intended purpose.

3. Offers and availability

All machines are offered subject to availability and prior sale.

Submitting an enquiry through the website, by email, telephone, WhatsApp or any other communication channel does not create a binding agreement. A contract is only concluded once LKS Trading B.V. has confirmed the purchase or sale in writing.

Unless otherwise stated, all prices are available upon request and are exclusive of VAT, transport, loading, packaging, installation, inspection costs, customs duties and any other additional charges.

4. Used machinery

Unless explicitly stated otherwise, all machines offered by LKS Trading B.V. are used.

Used machinery may show normal signs of age, wear and previous use. The buyer acknowledges that used machinery is not new and may require inspection, maintenance, cleaning, adjustment, repair or modification before being put into operation.

Unless expressly agreed otherwise in writing, all machines are sold in their current condition, on an "as is" and "where is" basis.

5. Inspection

Buyers are strongly encouraged to inspect machines before purchase or to arrange an independent inspection.

If the buyer chooses not to inspect a machine before completing the purchase, this is entirely at the buyer's own risk.

Photographs, videos and descriptions provided on the website or by LKS Trading B.V. are intended for guidance only and do not replace a physical inspection.

6. Suitability and compliance

The buyer is solely responsible for determining whether a machine is suitable for its intended use and complies with all applicable laws, regulations, safety requirements and industry standards in the country where the machine will be installed or operated.

Unless explicitly confirmed in writing, LKS Trading B.V. does not guarantee that any machine complies with specific local, national or international regulations.

7. Transport, loading and export

Unless otherwise agreed in writing, the buyer is responsible for arranging and paying for transport, loading, insurance, export documentation, customs clearance, import duties and any related costs.

Where LKS Trading B.V. assists with transport or export arrangements, this is provided solely as an additional service. LKS Trading B.V. accepts no liability for delays, loss, damage or additional costs caused by transport companies, customs authorities or other third parties.

8. Payment

Payment terms are agreed separately for each transaction and will be confirmed in writing.

Unless otherwise agreed, full payment must be received before a machine is released, collected, loaded or transported.

LKS Trading B.V. reserves the right to suspend delivery or collection until payment has been received in full.

9. Retention of title

Ownership of the machine remains with LKS Trading B.V. until the full purchase price and any associated costs have been paid.

The risk of loss, damage or deterioration passes to the buyer upon collection, loading, transfer to a carrier or any other agreed delivery moment.

10. Cancellation

Cancellation of a confirmed order is only possible with the prior written approval of LKS Trading B.V.

If a cancellation is accepted, LKS Trading B.V. reserves the right to recover any reasonable costs incurred, including storage costs, administrative expenses, transport preparation costs, inspection costs or any financial loss resulting from the cancellation.

11. Machines offered to LKS Trading B.V.

When offering a machine to LKS Trading B.V. through the website, by email, WhatsApp or any other communication channel, the person submitting the information confirms that they are authorised to offer the machine and that the information provided is accurate to the best of their knowledge.

Submitting information about a machine does not oblige LKS Trading B.V. to make an offer or to purchase the machine.

LKS Trading B.V. may request additional information, photographs, documentation or an inspection before deciding whether to make an offer.

12. Liability

LKS Trading B.V. shall not be liable for indirect or consequential loss, including loss of profit, production loss, business interruption, downtime or any damage resulting from the installation, operation, maintenance, modification or improper use of a machine.

Any liability of LKS Trading B.V. shall be limited to the amount paid by the buyer for the machine concerned, unless mandatory law provides otherwise.

Nothing in these Terms & Conditions shall exclude or limit liability where such exclusion or limitation is not permitted under applicable law.

13. Force majeure

LKS Trading B.V. shall not be liable for any failure or delay in performing its obligations where such failure or delay results from circumstances beyond its reasonable control.

These circumstances include, but are not limited to, transport delays, supplier failures, customs delays, strikes, fire, technical failures, government measures, illness, war, pandemics or other events of force majeure.

14. Intellectual property

Unless otherwise stated, all content on this website, including text, photographs, logos, graphics, layout and design, is the property of LKS Trading B.V. or its licensors.

No part of this website may be copied, reproduced, distributed or used for commercial purposes without the prior written permission of LKS Trading B.V.

15. Privacy

LKS Trading B.V. processes personal data in accordance with its Privacy Policy, which is available on this website.

16. Changes to these Terms & Conditions

LKS Trading B.V. reserves the right to amend these Terms & Conditions at any time.

The most recent version published on the website shall apply.

17. Governing law and disputes

These Terms & Conditions and all agreements entered into with LKS Trading B.V. shall be governed exclusively by Dutch law.

Any disputes arising from these Terms & Conditions or related agreements shall be submitted to the competent court in the Netherlands, unless mandatory law provides otherwise.

18. Contact

If you have any questions regarding these Terms & Conditions, please contact:

LKS Trading B.V.
Tolhuisweg 10
6071 RG Swalmen
The Netherlands

Email: info@lkstrading.com