

## **General Conditions**

### **1. General Provisions**

These General Conditions define, without prejudice to the application of particular conditions, the obligations of the Contracting Parties for our sale Agreements.

Upon signing the Purchase Order or the Agreement or by accepting the written confirmation of the Order, the Co-contractor expressly acknowledges having read and accepted these General Conditions.

Except with our express written acceptance, these General Conditions shall apply to all Agreements.

The General Conditions of the Co-contractor shall not apply if they contravene or run counter to these General Conditions.

### **2. Period of validity**

In the absence of any express written provision to the contrary, the period of validity for our offers is of 30 days from the date of issuance.

### **3. Orders**

The orders shall bind us only after our written confirmation.

The modifications made by the client to its Purchase Order or to our Offer shall only be valid with our written acceptance and confirmation.

Should the Co-contractor unilaterally cancel an Order, we shall be entitled to compensation equal to 30% of the total cost of the Order.

### **4. Delivery Dates**

Except if otherwise specified, the Delivery Dates are purely indicative.

In the case a Delivery Date is binding, it must be clearly indicated in the Purchase Order.

Even in such a case, the following circumstances shall exempt our Delivery Dates :

- Force majeure cases ( including strikes, technical reasons, delay on the part of the supplier and labour shortages) ;
- In case of non respect of the Payment Terms by the Purchaser ;
- In case of modification of the Purchase Order by the Purchaser ;
- If the Purchaser fails to provide to us the requested information within the given Deadline.

### **5. Deliveries – Transport**

Except if otherwise specified, the Goods should be removed by the Purchaser at our premises within the agreed deadline.

In the case we shall be responsible for the Delivery, we shall select its means of transport, except with any other written provision. And in this case, the Purchaser shall bear the costs, risks and perils relate to the transport of the Goods, except in the event of intent or gross negligence on our part or that of our staff.

If the Purchaser fails to or refuses to take delivery of the ordered Goods, we reserve the right to require the performance of the Agreement, or to consider, after formal notice, the Agreement as fully cancelled. In this case, and within 7 days of the formal notice of this cancellation, the Purchaser will be automatically subject to a penalty at the rate of 30% of the sales price.

## **6. Retention of title**

The Goods shall remain the property of the Seller until full payment of the price, including additional costs, interest and indemnities, if applicable. Therefore, the Purchaser may not sell, transfer, pledge or dispose of the Goods until full payment of the price.

The Seller may claim this Retention of Title within 8 days of the dispatch of a formal notice to pay, by registered letter with acknowledgement of receipt, addressed to the Purchaser and having gone unheeded. The Goods shall be restored to the Seller immediately upon request.

The Purchaser remains the only responsible for all loss, even caused by fortuitous event or force majeure, of the sold Goods.

## **7. Price**

The prices are in Euros (it is specified if the VTA is included or not).

Except if otherwise specified, the prices do not include delivery costs that will be part of a separate invoice, if we are in charge of it or of its organisation.

Our prices are not, in principle, reviewable but might be subjected to alteration due to changes in the VTA that may occur before the Delivery Date.

## **8. Payment**

Invoices shall be paid at our registered office within 30 days of their dispatch.

In case of non payment of an invoice after this deadline, the Purchaser shall pay, automatically and without prior formal notice an interest of 12% per year, calculated on the basis of interest rate fixed in accordance to the 5<sup>th</sup> Article of the August 2, 2002 Law related to the delay in the payment of commercial transactions.

Furthermore, any invoice unpaid on its due date shall be automatically and without prior formal notice increased by an additional fixed indemnity of 15% of the sums dues with a minimum of 50,-€ per invoice.

Any complaint in connection with an invoice must be written and notified to us within 15 days of its dispatch.

Taking into account the 14 July, 1991 Law, the Purchaser may require the application of the indemnities and interests in accordance to the conditions stated in this clause, in the case where our obligations are not executed.

## **9. Warranty**

Goods will be accepted by the Purchaser within 5 calendar days of Delivery, unless definite and detailed claim notified by registered letter before this period expires.

The acceptance shall cover all the apparent defects and conformity defects, that is to say all those that it was possible for the Purchaser to discover upon Delivery or within the 5 following calendar days through a careful and serious inspection.

We warranty our products against hidden defects for a period of 2 months after the Delivery.

The Warranty shall only apply if the following conditions are met :

- The defect renders, to a great extent, the material improper for the use this material is usually made for or for a special use expressly stipulated in the particular sales conditions;
- The material was properly installed and assembled;
- The material is used under normal conditions; in particular, the Warranty shall not apply in case of use of the material under abnormal or special conditions which would have not been expressly provided for in the particular sales conditions, and in case of modifications, dismantling or repair of the material by someone who would not be professionally qualified.

To be entitled to the benefit of the Warranty, the Purchaser shall have to notify us by registered mail any claim related to hidden defects, within a period of maximum one month after they discovered or should have normally discovered the defects.

Our warranty is limited, at our choosing, to repairing for free or replacing defective Goods. Under no circumstances will they be refunded. The Purchaser will shall bear the costs and risks of shipping the Goods to our registered office so that they can be repaired or replaced. We will only cover the costs for the return of the Goods to our offices and to the Seller in the case the device to which the Warranty is applied is indeed defective.

#### **10. Cancellation – Co-contractor’s Default**

The preceding provisions contain no waiver related to our entitlement to claim, at our convenience, in the event of non payment or non respect on our Contractor’s behalf of his contractual duties, the cancellation or termination of the Agreement and punitive damages.

In the event of Cancellation or Termination of the Agreement due to Co-contractor’s Default, the other shall receive and indemnity equal to 30% of the total price.

#### **11. Disputes**

In the event of objections of the Parties or of legal actions to obtain payment, the courts of our registered office shall have exclusive jurisdiction.

#### **12. Changes in the Agreement**

Any changes in the specific or General Agreement will have to be subject to a written contract between all the Parties.

#### **13. Severability clause**

The invalidity or illegality of one of the Agreement clauses (Specific and General Conditions) agreed between the Parties, does not lead to the invalidity or nullity of the other Agreement Conditions- and its clauses will still persist.