

General Sales Terms & Conditions.

Art.1: The following terms and conditions apply to all deliveries and work, unless we have expressly agreed in writing to other terms and conditions.

These terms and conditions supersede and replace even those terms and conditions that may be included on purchase orders and/or other written material of those who place orders or who make purchases.

Art.2: Our price quotations are normally made without commitment on our part. They are valid only for a maximum period of 60 days.

Art.3: Purchase orders. Any order for equipment exceeding an amount of €15,000 will only be taken into account as well as its delivery, after receipt of a deposit of 30% of the total value of equipment and provision by the financial organisation of the Buyer of an irrevocable bank guarantee on the remaining 70%.

90% of the value of the equipment shall be paid on our account before it leaves our workshops.

Art.4: Timeframes for supplies are provided for information purposes only and are not binding. If we exceed the estimated delivery time, this cannot be a justification for cancellation of the order or lead to any compensation.

Art.5: If the delivery possession of goods ordered is delayed due to the client: we reserve the right to require an adjustment of price as well as additional storage costs. The cancellation of an order entitles us to a penalty sum of 30% of the purchase price. This being the deposit received for the order.

Art.6: Availability- Delivery - Acceptance. Our delivery obligation is considered completely filled starting from the time when our supplies are available to the client.

Loading and securement in our facilities by the customer or his representative are at his own expense and risk. In the event that delivery is contractually provided by us, the goods travel at our expense and risk.

Art.7: Guarantee: Guarantees apply only for defects if the claim is sent to us in writing within eight days of delivery (or discovery of the defect if it is hidden). Unless otherwise specified in the order, the guarantee expires one year after delivery in any event.

In all cases, our supplies are guaranteed against defects which seriously affect operation. Our guarantee covers only the replacement of parts found defective by the manufacturer. Replaced parts become our property. If it concerns works for which the claim is justified, repairs may be performed only by us. All transportation costs, customs, disassembly, reassembly and so on, whatever they may be, are always borne by the customer.

The application of the guarantee cannot under any circumstances give rise to any direct or indirect damages or interest, nor to a recovery. Repair or replacement of parts cannot have the effect of extending the guarantee period.

The guarantee extends only to equipment used in normal maintenance and working conditions; in particular, items not covered by our guarantee include: any damage due to inadequate maintenance, normal wear, use or installation operated by the customer, or due to lack of supervision or negligence. This is the case if the machines, instruments and accessories are transformed, altered or repaired outside our workshops, or if they suffer an accident, suffer from misuse or lack of care by the purchaser, or even if the identification of brands are erased. The guarantee does not apply in cases of disposal of equipment for any reason whatsoever, either for free or against payment.

We assume no responsibility for accidents or damage occurring as a result of a defect in the equipment and provide no refund for failure, shutdown, unemployment or any other consequences. We are not responsible for damage caused to people and property, whether directly or indirectly.

Art.8: Payment - Due date. Our invoices are payable in cash at our headquarters. Claims do not suspend the enforceability of our invoices. In case of non-payment, we have the right to immediately suspend, automatically and without notice, orders and ongoing supply and demand all amounts still owed by the customer in whatever capacity whatsoever.

Art.9: Interest - Flat rate increase. In case of non-payment on the due date, late fee interest will be due as of right and without notice, from the date of the invoice until the date of actual payment, depending on the rate determined under the law of 2 August, 2002 on combating late payment in commercial transactions. An amount equal to 15% of the remaining amount due, with a minimum of €125.00, and this charged as a flat-rate compensation.

Art.10: Retention of title. Equipment remains our property until full payment, including any fees and interest. The buyer will not sell, lease, pledge or dispose in any way of the equipment sold before full payment. Nevertheless, the equipment is at the risk of the buyer upon delivery.

Art.11: Termination clause. In case of breach of contract by the customer, seizure, bankruptcy, liquidation or cessation of the business, we can consider the sale automatically cancelled without further formality.

In this case, we will be entitled to a lump sum claim equal to 40% of the amount of the order. We reserve the right to take back our equipment wherever it is located, upon notice by us to the defaulting customer. The recovery of the equipment will always be at the expense, risk and peril of the customer.

The fixed rate of compensation above can, if necessary, be demanded by the retail client in the event that the seller does not deliver the goods or fails to perform the work covered by the Agreement.

Art.12: Jurisdiction and applicable law. Any dispute of any nature whatsoever, either as defendant or as claimant, falls in the jurisdiction and under the competence of the Courts of the district of Marche-en-Famenne.

In all cases, only Belgian law will apply.