

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **1. GENERAL**

All our sales, deliveries and services are subject to the following terms and conditions.

By signing an agreement with us the co-contractor admits to have read these terms and to accept them as an integral part of our agreement.

Unless explicitly accepted in writing by us, all other terms and conditions of the co-contractor are not applicable and not opposable. Special conditions, accepted by us, have no other effect than to their specific field and do not affect the remainder of these terms and conditions.

### **2. PRICE**

For all sales, deliveries en services fees applicable on the date of implementation will be charged. These rates may be changed unilaterally by us.

Additional fees are charged for registered, COD and express shipments, by which we reserve the right to charge an extra € 10,- administration costs for implementation of services that are less than € 250,-, excluding VAT.

Our proposals are without commitment.

We reserve the right to charge a down payment. Until a deposit is paid, we will only investigate the matter, since the down payment is the indispensable condition to establish a resource commitment. When a client leaves us without instructions, after a written or oral consultation, this consultation will be charged as well as the know-how, transfer of knowledge, methods and secrets.

### **3. PAYMENT**

Our invoices are payable within 30 days of invoice date, without discount, unless otherwise specified.

We must be notified within 8 days after receipt of the invoice of any refusal to pay, for whatever reason.

Payment of our invoices is made directly to us. Therefore we cannot be bound to recover a settlement from third parties.

In case of untimely payments, we reserve the right to suspend our services without further notice and to resume them once payment is settled, unless otherwise notified by you.

Failure to pay all or part of an invoice causes as of right and without notice:

a) Acceleration of payment of all invoices including the ones within the expiry date.

b) An increase of 15% of the amount due as a collection fee, where the surcharge cannot be less than € 25,-

c) An interest on the outstanding amount, calculated in accordance with the applicable interest rate determined by the law on late payment in commercial transactions en calculated per day from the due date.

Any change in your situation, in particular sale or transfer of assets of your entire company or a part thereof, death, incapacity, insolvency or cessation of payments, liquidation of properties, court settlement, interim-stay of prosecution, debt settlement, bankruptcy or any similar procedure, dissolution, change of legal form, even after partial fulfilment of agreements or orders; causes the same outcome as in the non-payment of bills.

### **4. CANCELLATION**

In case of cancellation by the buyer a lump sum equal to 25% of the total order value has to be paid.

Advances paid are not refunded in case of cancellation.

### **5. CHARGES**

All collection fees, protest charges and transportation costs are borne by the co-contractor.

### **6. LIABILITY**

a) This agreement is generally an obligation of best intents. I.e. we only take on the obligation to carry out the work to the best of our ability. Therefore we are not obliged to achieve a certain result and cannot be hold responsible unless explicitly indicated otherwise in writing.

b) Services are implemented as soon as possible depending on time available. If we cannot fulfil our obligations, due to circumstances beyond our control, we have the choice to suspend the agreement as long as the circumstances persist, or to terminate the agreement in writing. Strike will always be considered as force majeure.

c) Goods will be shipped at the buyer's risk, even if sold free at destination.

Notwithstanding article 1583 of the Civil Code, goods sold or delivered remain the exclusive property of the seller until all fees and costs have been fully paid. Despite this retention of title the risk of loss or damage of all goods pass to customer upon delivery.

### **7. COMPLAINTS**

a) All complaints in respect of supplied products or services must be presented to us by registered mail with return receipt requested within eight days.

b) All objections against invoices must be presented to us in writing within eight days from the invoice date.

### **8. TERMINATION OF AGREEMENT**

Once a case is entrusted to us, the mandate is for an indefinite period unless otherwise specified in writing. Termination of the mandate is only possible if the client announces the termination by registered mail with return receipt requested at least three months before the desired date of termination.

If the customer fails to fulfill these conditions, we reserve the right, without prejudice to all other rights, to terminate all agreements as of right and without notice.

### **9. JURISDICTION AND APPLICABLE LAW**

Notwithstanding any contrary stipulation, all disputes arising from current agreement including the application of current conditions shall be governed by the exclusive jurisdiction of our registered office.