

## **2. Price**

2.1. Unless otherwise mentioned in the Vendor's offers and / or order confirmations, the prices are in Euros and are net, excluding VAT and other present or future taxes, of any nature whatsoever, which shall be borne by the Purchaser.

2.2. Prices and shipping charges are based on the particular economic conditions existing at the time of the offer, on the suppliers' pricing, on currency exchange rates and on the rate of import charges in Belgium. They are subject to change without notice, depending on variations of these elements, whatever the cause.

2.3. Handling and shipping costs shall be charged for all orders. These costs will be determined on a case by case basis for each order, according to its particular terms. In the event of the Vendor deciding to divide the delivery of an order into several parts, the handling and shipping costs shall only be charged once. But when the Purchaser requests a divided delivery, these costs will be multiplied. The same shall apply in the event of the Purchaser requiring the goods to be delivered by other means of transportation such as express mail or courier delivery.

2.4. Administrative costs of 40 € excl. VAT shall be charged for orders totalling less than 400 € excluding VAT

2.5. Deliveries do not include unpacking, installation and commissioning of the goods. These various interventions are billable services.

## **3. Times**

Delivery times quoted in the Vendor's offers and order confirmations are given for information purposes only and shall not result in its liability. The Vendor shall therefore in no event be liable for any delay or failure to deliver on the understanding that the Vendor shall make every reasonable effort to meet deadlines. Late delivery shall in no case give the Purchaser the right to claim a penalty, to refuse to pay all or part of the invoice, or to cancel the order.

## **4. Transfer of ownership**

4.1. The Vendor shall retain ownership of the delivered goods until full payment of the amounts owed by the Purchaser as a result of its deliveries. The goods delivered as part of the Purchaser's stock must therefore be handled as if they were deposited with the latter, especially as regards the risks to be covered by insurance.

4.2. The Vendor can immediately and at the Purchaser's expense, take back all goods, whether transformed or not, under the retention of ownership clause if an invoice has not been paid in whole or in part when due. 4.3. The Vendor reserves the right to file a complaint for breach of trust (Section 491 of the Penal Code) against any Purchaser who transfers, whether for free or for a consideration, the goods to which are attached the above-mentioned retention of ownership clause to a third party.

## **6. Transport and risks associated therewith**

6.1. All risks shall be borne by the Purchaser upon removal of the goods from the Vendor's premises, or notification by the latter of availability (Article 5.2) whether the Purchaser performs the transportation or entrusts it to a third party of its choice. In the event of the transportation being performed by the Purchaser or of the goods being made available to the Purchaser, the products sold must be checked and verified by the Purchaser before shipment. If the Buyer shall not make use of this option, the shipping shall be construed to signify acceptance.

6.2. If transportation is performed by the Vendor, or a third party of its choice, the responsibility for the items sold, and the procedure to follow in case of loss due to transport, shall be defined by national and / or international legislation and / or agreements on international road, rail, sea and air transport contracts in force at the beginning of transport. In case of delivery performed by the Vendor, the Purchaser shall inspect the goods at the latest at the time when they take possession of such goods. The Purchaser shall verify that the goods correspond to the order and shall inspect the goods and packaging for any apparent defects. In the event that a problem, of whatever type, is discovered,

the Purchaser must inform the Vendor, immediately and no later than 48 hours after delivery. Any subsequent complaint regarding visible defects shall be inadmissible; this clause shall be expressly accepted by the Purchaser. The implementation of goods implies full acceptance.

6.3. In case of damages inherent to transport, performed by the Vendor, the Purchaser shall be required to submit their statement within 48 hours of the goods' arrival at their destination, to the Vendor if they are the carrier or to the third party carrier designated and paid by the Vendor.

6.4. Items sold are deemed to be accepted initially in the event of receipt of the goods at the Vendor's premises and / or in the event of direct delivery by one of the Vendor's suppliers to the Purchaser.

## **7. Claim concerning the goods - return of goods**

7.2. A claim may relate only to the non-conformity of the product or service sold with the requirements of the contract.

7.3. To be receivable, claims concerning hidden defects must be submitted to the Vendor no later than seven days after delivery.

7.4. The Vendor shall only accept the return of goods with prior written consent within seven days of the date of receipt by the Purchaser.

Items must always be returned in their original packaging, unused. However, "cold or frozen" products shall in no case be taken back because of the loss of control over the cold chain.

A restocking fee equivalent to 10% of the value of the goods shall be charged with a minimum of 100 Euros. Returns shall be made at the expense and risk of the Purchaser.

## **8. Payment Terms**

### **8.1. General**

8.1.1 Unless otherwise agreed, the Vendor's invoices shall be payable in cash, net without any discount or deduction. Accepting payment by bill or other negotiable instruments shall not be construed as a waiver by the Vendor of the principle of cash payment.

8.1.5. No deduction shall be allowed which is not justified by a credit note or a prior agreement.

### **8.2. Advance payments**

8.2.1. For new customers in Belgium and Luxembourg, all orders for equipment exceeding 12,000 Euros excluding VAT shall be dependent on the payment of a deposit of 30% of the order. Advance payment of the full amount of the order is required for new customers from countries other than Belgium and Luxembourg.

### **8.3. Non payment - late payment (even partial)**

8.3.1. Subject to the application of the 2 August 2002 Act on combating late payments in commercial transactions, the amounts not received by the due date shall incur interest of 1.5% per month or fraction of a month for which payment is late, without any notice being required. Such interest shall be calculated and charged after receipt of full payment of the principal amount, according to the date of receipt of the full amount. The date on the invoice shall be considered to be the date of dispatch.

8.3.7. In case of late payment, the Vendor is entitled to cancel or suspend any delivery or all other orders.

## **9. Termination of the contract**

9.1. In case Purchaser's failure to comply with a general and / or special clause of the contract, including non-payment of an invoice by the due date, or in the event of serious concerns regarding the Purchaser's solvency, the contract may be cancelled by operation of law 15 days after a letter of notice has been sent by registered letter.

## **13. Applicable law – jurisdiction**

13.2. In the event of disputes, the competent courts shall be those of the district of one of the Vendor's registered offices in Belgium. The Vendor shall however remain free to initiate proceedings in the competent court of the residence/ registered office of the Purchaser.