

GENERAL SALES CONDITIONS

1. Applicable general conditions

- 1.1 Any order to our company is subject only to these general conditions and, as the case may be, to the particular conditions expressly agreed between the parties.
- 1.2 Unless agreed otherwise in writing, the resellers of our products shall not have any exclusivity right.

2. Offers

- 2.1 Unless otherwise provided in our particular conditions, our offers have a two-month validity. Once this period expires, we may cancel or revise them.
- 2.2 Any order which is not preceded by an offer in writing from our part shall only bind us if we have accepted it in writing.

3. Prices

- 3.1 Our prices are quoted without VAT.
- 3.2 Unless otherwise provided in our particular conditions, our prices are quoted for a delivery at our premises in BANDE (Belgium). If we undertake the transport or its organisation, we will invoice the transport costs to the purchaser.
- 3.3 Our prices are only related to the delivery of the material described in our particular conditions, excluding any other work and performance, and in particular the installation and the assembly. Should those be ordered by the purchaser, they will be invoiced above the price quoted in our particular conditions.

4. Payment

- 4.1 Our invoices are payable at the latest 30 days after the invoicing date, except other conditions mentioned in our offer.
- 4.2 The payments shall be made at the head office of our company.
- 4.3 Any unpaid invoice at the due date shall bear, by right and without formal notice, an interest for late payment of 1% per month.
- 4.4 Moreover, any unpaid invoice shall be increased, by right and without formal notice, by a fixed indemnification of 10% of the remaining unpaid amount as damages.
- 4.5 The default of payment of an invoice at the due date shall involve the immediate payability, by right and without formal notice, of any other invoice.

5. Delivery

- 5.1 Unless express warranty given in our particular conditions, the delivery times mentioned in our particular conditions are for information. Only an important delay due to a serious offence from our part shall involve our responsibility.
- 5.2 Unless otherwise provided in our particular conditions, the deliveries shall be FCA at our premises in BANDE - Belgium - INCOTERMS ICC 2000.
- 5.3 The purchaser shall have to take delivery of the material, at our premises, at the latest within 8 calendar days as of the receipt of a notice informing him that it is made available to him.
- 5.4 The purchaser shall bear any subsequent risk to this delivery, especially those related to the transport, even if we undertake the transport or its organisation.

6. Property condition

The delivered goods shall remain the property of our company until full payment of the price to our company.

7. Acceptance

The delivered material shall be deemed accepted by the purchaser at the latest 7 calendar days after the delivery, unless definite and detailed claim notified by registered letter before this period expires. The acceptance covers all the apparent defects, that is to say all those that it was possible for the purchaser to discover upon the delivery or within the 7 following calendar days through a careful and serious inspection, especially those related to the specification and working of the material.

8. Warranty

- 8.1 A 2-year warranty starts on the delivery date. Within the limits of the defects covered by the warranty, the latter will consist of the replacement or free repair (parts and labour) of the defective material, except in the case of the cancellation of the sale or the payment of damages.
- 8.2 The purchaser shall have to send back the defective material at their expense and at their own risk to our premises in order that this material be replaced or repaired. The purchaser shall bear the responsibility for any possible damage incurred during the transport to our technical service; therefore the material shall imperatively be returned in its original packaging enabling the product to be immobilised and fixed as it was in the initial packaging. We shall bear the return costs to the purchaser only if the material appears to be really defective or the defect is covered by the warranty.
- 8.3 The warranty shall only apply if all 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 and at the place (or region) of destination for which it has been provided; 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, in case of normal wear and tear, poor maintenance, modifications, dismantling or repair of the material by someone who would not be professionally qualified or not expressly authorised by our company, in case of accidents, exaggerated conditions of use, external physical (e.g. Humidity), climatic, chemical, electrical or other influences of which the causes cannot be attributed to our company's accountability.
 - within the given time, the purchaser has contacted the manufacturer or their local representative to report the defect and make the preliminary checks and controls that come usually before an intervention.
- 8.4 The calibration of weighing scales is warranted as from the day on which the certificate of control (certificate of conformity) is emitted. The purchaser is sole accountable for the correct use of their material and thus for the sustainability of its metrological characteristics. Therefore the warranty does not cover any subsequent disturbance due to a cause that is not covered by the warranty terms.
- 8.5 The 2-year warranty does not apply to accessories nor consumables such as batteries, cables, adapters, printing head for printer, etc.
- 8.6 To be entitled to solicit the benefit of the warranty, the purchaser shall have to notify us in a definite and detailed way any claim related to the defects provided for under the terms of this article by registered mail, within a period of maximum one month after that they discovered or should have normally discovered the defects.
- 8.7 Any replacement or repair during the period of warranty shall not extend the duration of the latter.

9. Limitation of the responsibilities

As of the delivery, we do not assume any other responsibility than those provided for in articles 7 and 8. Therefore, we are not bound to any damages for personal accident, damage to goods distinct from the sold material, loss of profit or any other prejudice resulting directly or indirectly from the defects of the material.

10. Cancellation of the sale

We are entitled to cancel the sale by right, through a notification of our will to the purchaser by registered letter, with no need of a formal notice or a judicial ruling prior to such a notification, in case of serious breach by the purchaser of any of his contractual obligations, especially if he fails to take delivery of the material within the specified period, if he is late for more than 30 calendar days as far as the payment of an invoice is concerned, or if he will not perform or if he is likely not to perform one of his main obligations, even before this obligation becomes due.

Should the sale be cancelled in pursuance of this article, the purchaser shall owe us damages contractually fixed at the minimal amount of 25% of the sale price, without prejudice to the company's right to claim higher damages provided that the company proves a more important loss.

11. Jurisdiction

Any litigation directly or indirectly related to our contractual relations with the purchaser shall fall within the sole jurisdiction of the Courts of Namur.

12. Applicable law

Our contractual relations with the purchaser shall be governed by the Belgian law, included, in case of international sale, by the convention of the United Nations on contracts of international sale of goods dated 11 April 1980.