

General Sales and Delivery Terms & Conditions

1. General

- 1.1. No purchase order is considered accepted without the explicit order confirmation from Belparts.
- 1.2. For every agreement entered into with us, only our own Belparts Sales and Delivery Terms & Conditions will apply. Supplementary conditions or amendments may be agreed to in writing on the Purchase Order by the customer and on the Order Confirmation by Belparts. In absence of a written Order Confirmation, only the Belparts Sales and Delivery Terms & Conditions will apply.
- 1.3. The General Terms & Conditions of our customers and suppliers do not apply to us and cannot be enforced upon us.
- 1.4. Changes to an order necessary as a consequence of insufficient information, will be settled separately.

2. Prices

- 2.1. The prices indicated in our quotations are valid for a maximum of one month, and are excluding VAT, and for delivery EX WORKS from our BENELUX warehouse, provided the total net amount of the delivery is no less than € 300.00.
- 2.2. For every delivery under € 300.00 a lump sum of € 25.00 will be charged.
- 2.3. The standard packaging is included in our price. Crates or seaworthy packaging will be settled separately.
- 2.4. The shipment will be carried out at our discretion.
- 2.5. Wiring diagrams related to the products can be edited by Belparts upon the explicit and prior customer's request in writing. This/these service/s will be settled at the rates applicable at the time of the customer's price inquiry and are payable according to the conditions stated below.
- 2.6. Obvious writing or calculation errors may be corrected by us in retrospect.
- 2.7. In case of price changes, the price list applicable on the day of delivery, will prevail.
- 2.8. If the customer does not take the products which he has ordered on demand – and for which a special discount was allowed – within the agreed time frame, then automatically the agreed volume discount for the whole purchase order will be cancelled.
- 2.9. The costs of urgent shipment are for the customer's account.

3. Payments

- 3.1. Except for our explicit stipulation otherwise, the terms of payment for our invoices shall be: THIRTY (30) CALENDAR DAYS UPON DATE OF INVOICE. In case of payments within ten (10) calendar days upon date of invoice, a discount of 2% may be deducted.
- 3.2. In case the full payment has not been made within the aforementioned timeframe, Belparts will, for every month started, legally (as of right) and without proof of default or formal notice being required, be entitled to payment of interest as provided in article 5 of the Belgian Law of the 2nd of August 2002, which, by extension and conventionally, will be declared to also apply to all our transactions with non-merchants. However, the thus acquired interest will not be permitted to fall below 1% per started month.
- 3.3. By not paying within 7 calendar days following a reminder in writing to pay, in addition the customer admits to have committed a contractual breach and thereby causing damage to Belparts. This damage, including the collection charges as meant under article 6 of the Belgian Law of the 2nd of August 2002, must be reimbursed by the customer to the seller and shall be calculated as follows:
 - In order to cover the out-of-court collection costs and the extra administrative work, a compensation will be calculated equal to 10% of the outstanding balance, with a minimum of € 60.00, plus a flat fee of € 13.00 per reminder, as well as possible costs of registered mail;
 - If, in addition, we call in third parties to reach an amicable recovery of the sums we claim, these costs will be charged to the customer;
 - If, in addition, we need to resort to debt collection by court, the customer, insofar as he is bound by the personnel application area of the Belgian Law of the 2nd of August 2002, will also have to pay us all costs incurred by us for the judicial collection. However, by comparison, this compensation shall not be permitted to be lower than the amount received after applying the fee of the sums which are collectible costs, due to the performance of certain material deeds, as established by the King, in execution of article 1022 of the Belgian Civil Law.
- 3.4. In the event the customer's financial position should really deteriorate, or should circumstances come to our knowledge, which would decrease the customer's solvency, we are entitled to a modification in the delivery terms & conditions, or to a cancellation of the agreement(s).
- 3.5. Moreover, if the customer does not comply with our payment terms & conditions, we are entitled to stop all deliveries, and this until the full settlement of the sums payable by the customer - or until the cancellation of the agreement(s), without affecting the customer's obligations towards us. As a consequence of these measures, because of non-payment, the customer cannot claim any reimbursement whatsoever.
- 3.6. Payments shall always be calculated to first include the interests payable according to the present terms & conditions, then the compensation for damages and the collection costs and only thereafter the unpaid (balance(s)) of the invoice(s), where the oldest outstanding amounts will also be settled first, and this irrespective of possible remarks or statements by the customer regarding his payment(s). In case of late payment, we reserve the right to declare possibly granted discounts cancelled and to reclaim these, even retroactively.

4. Delivery lead times

- 4.1. The indicated delivery lead times are not binding and should only be considered as approximate.
- 4.2. Partial delivery is allowed and can be invoiced separately.
- 4.3. The delivery lead time commences on the day on which the agreement concerning the order is concluded in writing between the customer and us. Our ability to maintain the delivery lead time is subject to the timely provision by the customer of the required data, the timely approved plans, as well as the thereto required approvals. If these conditions are not satisfied in a timely manner, then the delivery lead time will automatically be extended accordingly.
- 4.4. In case we are prevented to observe our delivery obligations due to force majeure or other unforeseen circumstances, then the delivery lead times will be extended

accordingly, in so far as delivery does not become impossible.

- 4.5. Exceeding the delivery lead times does not give the customer the right to cancel the order, neither to decline the delivery. Claim to any damage is out of question.

5. Packaging

- 5.1. The packaging will be done with due care, according to our standards.

6. Reservation of title

- 6.1. Until the total settlement of the value of the goods, or of other current accounts, we will have title to the goods.
- 6.2. Under normal circumstances, the customer is entitled to resell the goods to third parties, but will remain liable for payment to us.
- 6.3. The customer is obliged to inform us, when resold goods are hypothecated, or when his capital is confiscated, or his bankruptcy is petitioned.

7. Transfer of risk

- 7.1. The transfer of risk occurs as soon as the goods leave our warehouse. In the event the delivery delay is the customer's fault, the risk is transferred as soon as the goods are ready for shipment.

8. Complaints

- 8.1. Complaints regarding the quantities or conformity of the delivered goods or services, are only admissible in as far as these have been submitted in writing within 5 days from delivery.
- 8.2. Complaints shall in no event be admissible if the delivered goods have been treated, used or have been damaged by the customer or third parties.

9. Special services

- 9.1. Wiring diagrams, commissioning and assembly of the devices, are services we normally neither provide nor deliver. However, in case we do carry out such services – in order to accommodate the customer – these services will be ordered in advance and in writing, which shall result in a separate settlement and this at prices applicable at the time of execution.
- 9.2. The settlement can be done at average costs, or at real costs and may include travel costs, daily allowances and other allowances.
- 9.3. Overtime on Sundays and public holidays will be charged to the customer.
- 9.4. Preparation time, travelling time and waiting time will be settled as working time.
- 9.5. If the products delivered by us, are installed by the customer – or by an employee appointed by him, or by third parties – then the installation and operation requirements applicable at the time of installation, must be complied with.
- 9.6. The rights on documents provided by us, such as construction drawings, pictures, diagrams or similar information, remain with us. Duplication is allowed provided we have given our prior consent in writing, and insofar as the source is stated on each and every copy.

10. Warranty

- 10.1. We provide a one year warranty on material defects and defects in the workmanship of our products, as a consequence of which the products cannot be used or only to a limited extent.
- 10.2. Both in case of delivery after sales, and in case of delivery of an installation, our liability is limited to the replacement of goods which show defects with regular use, within twelve months from the date of invoice of the goods concerned, and insofar as these defects are due to manufacturing faults.
- 10.3. We are not liable for any damage whatsoever resulting from the use of products supplied by us. The warranty only covers the delivered products, and not the installations of said products, neither the cost of personnel or the costs of moving the products which result from this installation. The warranty is void as long as the customer has not fulfilled all his payment obligations.
- 10.4. In case of an established defect, the customer is obliged to submit a complaint in writing within five (5) days following the observation. If this happens after said time period, the complaint is inadmissible and this warranty becomes void.
- 10.5. If claims are laid to this warranty, we are entitled at our discretion to deliver either repaired products, or replace the products, and/or the accessories.
- 10.6. If delivery of repaired or replaced products and/or accessories is not possible, all subsequent claims are excluded.
- 10.7. Claims for damages, in particular consequential damages, operating losses, lost profits and so on, are excluded no matter what.
- 10.8. Damage arising from incorrect or incomplete information concerning company relations, inappropriate treatment or application of the products, in which excessive load, stress or wear arise – fall outside the warranty coverage.
- 10.9. The warranty becomes void immediately the moment the customer or third parties, without our prior and written consent, carry out modifications or repairs to our products.

11. Taking back

- 11.1. The customer has no right to return the goods recently supplied by us.
- 11.2. A return is only possible with goods in their original packaging, after our explicit acceptance, and with reservation of a full check of the returned products by our technical services. In case the returned products are unusable or limited in their use, the right of the customer to receive compensation regarding the returned products, becomes void automatically.
- 11.3. In each and every case, the costs (labour and parts) which result from this check, will be charged to the customer. In case of taking back the goods, the administrative costs amounting to 15% of the invoice amount will be subtracted, with a minimum of € 125.00, while the devices must be returned free our warehouse.
- 11.4. Under no circumstances the customer can appeal to this measure in order not to fulfil his obligations towards us.

12. Disputes

In case of disputes, the Belgian Law is applied. The Leuven courts are exclusively competent.