

GENERAL SALE TERMS

Art.1 : **Object of the application.** The herein stated general sale conditions discipline all the present and future sale contracts, except possible derogations specifically agreed in written form.

Art. 2 : **Contract rules.** The sale contract is meant to be concluded, on offered conditions, upon receipt of an order or if customer give his acceptance in written form.

Art. 3 : **Delivery.** With the exception of cases of major force or pandemic, the Seller will do his best to supply products within the terms agreed. Delivery terms are approximate and no unforeseen events related to the production ; transport or customer receipt may not lead to the cancellation of the order ; the refusal of delivery or any compensation whatsoever. Unless specifically agreed in a written form, products will be supplied ex-works from chosen production site and all risks related to the supplied products are transferred to the Buyer's behalf since the moment the products have left the Seller's premises. The Seller is in no way responsible for damage arising from advanced or delayed consignment or missing consignment either total or partial.

Art. 4 : **Warranty-claim.** Warranty period is under chosen producer responsibility and general sales terms. For claims, customer has maximum 8 days after the goods have been received to send his claim report. Any claim has to be reported in a written form to the Seller, stating the model number, the delivery date & number, the description of defect and the quantity of defective products. The producer who guarantees that products supplied comply with what expressly agreed will check the claim and for any accepted ones, he will agree to proceed to :

- a) Either the replacement of non conformed pieces, under the same sales and transport conditions of contract. The Seller may require the return of the defective products which become his property in order to control them or throw them away.
- b) Or the refund of non conformed pieces. The Buyer will not have the right to request any further damage indemnity, price reduction or termination of the contract.

Customer and his collaborators commits to use the parts according to standards norms. Any damage resulting from non-standard use cannot be subject of any claim.



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Art. 5 : **Tools.** Even if partially or totally invoiced, machining tools remain our property. The stamping mold may be returned to the buyer, as it is and ex-work chosen production site, if requested in an official written form, upon producer approval and if they have been totally paid by the customer. This rule is therefore not valid in case of participation in costs. Without order, mold will be stored for a maximum of 5 years. After this deadline, the mold will be considered unused and could be destroyed without notifying the customer.

Art. 6 : **Payment.** Invoices not contested in written form within 8 days of sending date, will be considered accepted by the debtor et payment must be made under agreed conditions. Any delay or irregularity in the payment of invoices will automatically give the seller the right to suspend deliveries and cancel pending orders and gives him the right to claim compensation for possible losses. In case of late payment, the seller is entitled to claim interest in accordance with the article 1 146 of Civil Code. Late payment will give the seller the right to exclude the producer guarantee as mentioned in art. 4 for the entire period of deferred payment. The Buyer shall not have the right to stop payments even in case of claims or controversy.

Art. 7 : **Property right.** The products will remain property of the Seller until complete payment of the due amount.

Art. 8 : **Disputes.** All contracts ruled by the present general conditions will be ruled by the Belgian Law. Any dispute will be competence of the Seller law Court, however the Seller might act even through the Law Court of the buyer.



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