

## **TERMS AND CONDITIONS SALES CONTRACT**

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

### **I. TERMS OF PAYMENT**

Payment on invoices as per the agreed date. In addition, Buyer shall pay taxes presently or hereafter payable in regards to this transaction, and Buyer shall reimburse Seller for any such taxes or charges paid by (hereafter "Seller.")

AGREEMENT will be deemed accepted unless notified within 48-72 hours. If there is no communication from the Buyer the contract will be regarded as accepted and all the conditions will apply.

### **II. PAYMENT, PRICE, TRANSPORTATION**

Seller shall have the continuing right to approve Buyer's credit. Seller may at any time demand advance payment, additional security or guarantee of prompt payment. If Buyer refuses to give the payment, security or guarantee demanded, Seller may terminate the Agreement, refuse to deliver any undelivered goods and Buyer shall immediately become liable to Seller for the unpaid price of all goods delivered & for damages as provided in Paragraph V below. Buyer agrees to pay Seller cost of collection of overdue invoices, including reasonable attorney's fees incurred by Seller in collecting said sums. F.O.B. point shall be point of SHIP TO on face hereof. The seller will not be responsible for any claims or any other issues related to the quality of the product and 100% of the invoice value or sales contract value will be paid on due date, any claims will be taken up with the manufacturer and if there is any refund needed same will be done by the seller.

### **III. DELIVERY, TOLERANCES, WEIGHT**

Upon due tender of goods for delivery at the F.O.B. point all risk of loss or damage and other incident of ownership pass to Buyer, but Seller retains a security

"Products" means the equipment, parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Terms and Conditions" means these "General Terms and Conditions for the Sale of Products or Services", together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

interest in the goods until purchase price is paid. All deliveries are subject to weight at shipping point which

### **IV. WARRANTIES**

Seller warrants those goods sold hereunder are merchantable UNLESS manufactured in conformance with Buyer's particular specification, and that Seller conveys good title thereto. **IN NO EVENT WILL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF CUSTOMER HAS NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXPRESS WARRANTY STATED IN THIS PARAGRAPH IV, SELLER GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED HEREIN, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THIS STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF SELLER FOR DAMAGES INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES OCCURRING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY GOODS SOLD HEREUNDER.**

Seller specifically does not warrant the accuracy of sufficiency of any advice or recommendations given to Buyer in connection with the sale of goods hereunder.

### **V. DEFAULT**

Buyer shall be liable for Seller's damages including loss of reasonable profits, caused by Buyer's default hereunder. If Seller, upon Buyer's default, repossesses or retains any goods sold hereunder, Seller's damages shall be the contract price of the goods plus freight, storage, handling & all other disposal costs incurred, less the then-current reasonable scrap value of the goods.

### **VI. REMEDIES**

If goods supplied are not merchantable, Seller at its option may replace them or refund the purchase price upon their return. Buyer shall not return goods until Seller has had reasonable opportunity to investigate goods, and then only after receiving Seller's written shipping instructions. *THIS SHALL BE BUYER'S EXCLUSIVE REMEDY.* Buyer waives all claims arising from breach by Seller unless Seller receives written notice of breach from Buyer within 90 days after Buyer receives goods. **In no event shall Seller be liable for any special consequential, or contingent damages resulting from Seller's Breach of Warranty, delay or performance or any other default hereunder.** Buyer further agrees that Seller will not be liable for any lost profits nor or any claim for demand against Buyer by any other party.

#### VII. FORCE MAJEURE

Seller shall not be liable for any damages resulting from: any delay or failure of performance arising from any cause not reasonably within Seller's control; accidents to, breakdowns or mechanical failure of machinery or equipment, however caused; strikes or other labour troubles, shortage of labour, transportation, raw materials, energy sources, or failure of usual means of supply; fire; flood; war, declared or undeclared; insurrection; riots; acts of God or the public enemy; or priorities, allocations or limitations or other acts required or requested by Central, State or local governments or any of their sub-divisions, bureaus or agencies. Seller may, at its option, cancel this Agreement or delay performance hereunder for any period reasonably necessary due to any of the foregoing, during which time this Agreement shall remain in full force and effect. Seller shall have the further right to then allocate its available goods between its own uses and its customers in such manner as Seller may consider equitable.

#### VIII. PATENT INDEMNITY

Seller shall defend and hold Buyer harmless for any action against Seller based in a claim that Buyer's sale or use of goods normally offered for sale by Seller, supplied by Seller hereunder, and while in the form, state or conditions supplies constitutes infringement of any letters patent; provided Seller shall receive prompt written notice of the claim or action, and Buyer shall give Seller authority, information and assistance at Seller's expense. Buyer shall defend and hold Seller harmless for any action against Seller or its suppliers based in a claim that the manufacture or sale of goods hereunder constitutes infringement of any letters patent, if such goods were manufactured pursuant to Buyer's designs, specifications and /or formulae, and were not normally offered for sale by Seller; provided Buyer shall receive prompt written notice of the claim or action and Seller shall give Buyer authority, information and assistance at Buyer's expense. Buyer and Seller agree that the foregoing constitutes the parties' entire liability for claims or actions based on patent infringement.

#### IX. WAIVER, MISTAKE

Seller's waiver of any provision herein or any breach thereof, shall not constitute a waiver of any subsequent breach thereof, nor of any other provision herein. Seller may correct any errors herein, on any invoice issued to Buyer, or on its published price sheets, and such correction shall operate to amend this Agreement.

#### X. CHOICE OF LAW

This contract is deemed to be made in Belgium. Buyer and Seller expressly agree this Agreement is to be governed by the Uniform Commercial Code as enacted and construed in Belgium.

#### XI. CONFLICTING PROVISIONS

Buyer expressly WAIVES all provisions contained in any of Buyer's correspondence or forms involved in this sale which negate, limit, extend or conflict with provisions herein and agrees that this Agreement constitutes the entire contract between Buyer and Seller except as expressly negated, limited or extended by Seller IN WRITING and signed by an officer of Seller.

#### XII. ARBITRATION FOR CLAIMS EXCEEDING EURO2,000.00

Any and all disputes relating to this Agreement or its breach in which the amount in controversy exceeds Two Thousand (EURO2,000.00) It shall be as per the rules of Belgium.

Should one party either dismiss or abandon its claim or counter-claim before hearing thereon, the other party shall be deemed the "prevailing party" pursuant to this Agreement. Should both parties receive judgement or award on their respective claim, the party in whose favour the larger judgement or award on their respective claim, the party in whose favour the larger judgement or award is rendered shall be deemed the "prevailing party" pursuant to this agreement.

This provision shall in no way effect or limit any rights Seller may have to enforce any security granted by law including but not limited to statutory right to repossession, garageman's lien, mechanic's liens, stop notices, or suit on payment bonds.

#### XIII. SERVICE CHARGE

A service charge of 10% per month after the due date will be added on past due accounts. We reserve the right to take legal recourse if needed.

#### XIII. CANCELLATION

In case of any order cancellation by buyer for any reason what so ever after the sales contract has been signed, the buyer is liable for 150% of the invoice value or the contract value whichever is higher

