

## GENERAL TERMS AND CONDITIONS OF SALE (V2\_5 FR– 23-01-2017)

### **Article 1 : Scope**

- 1.1. These general terms and conditions will apply to all sale contracts between IDEATEC and its customers.
- 1.2. The customer who places an order with IDEATEC in any way whatsoever shall be deemed to have accepted these terms and conditions prior to the order.
- 1.3. No other terms and conditions contained in any document issued by the customer shall apply to the sale contracts between IDEATEC and its customers.
- 1.4. Any modification of or deviation from these general terms and conditions of sale must be agreed in writing.

### **Article 2 : Products information**

All information and data contained in general documentation and price lists are binding only to the extent that they are by reference expressly included in the sale contract.

### **Article 3: Delivery**

- 3.1. Unless otherwise agreed in writing, the delivery is made ex-works (Noville-les-Bois- BELGIUM) (Incoterms 2000), The buyer shall bear all expenses and risks following delivery (including without limitation transportation, insurance and customs costs).
- 3.2. Unless otherwise agreed in writing, the delivery is made four (4) weeks after acceptance of the order and receipt of the down payment in due time. If delay in delivery is caused by any of the circumstances mentioned in article 9 or by an act or omission of the part of the buyer, the time for delivery shall be extended by a period which is reasonable having regard to all the circumstances in the case.
- 3.3. IDEATEC shall only be liable for any delay in delivery of any products in case of gross negligence on its part, after the buyer has notified IDEATEC in writing of the delay.

### **Article 4: Order cancellation**

- 4.1 Every order is irrevocable and final once it has been confirmed in writing by IDEATEC . Cancellation of the order can only take place with the written authorization of IDEATEC and with the payment of a cancellation compensation of 15% of the net amount of the purchase price to cover the administration costs for the preparation.
- 4.2 Modifications can only be accepted with the written approval of the seller and are subject to receipt of notice of the modifications in writing, at the latest 10 days after the order date. Later modifications will not be accepted, unless they have the explicit written approval of the seller.
- 4.3 The proposed delivery date must be confirmed in writing by IDEATEC on confirmation of the order. The time of delivery is in any case only approximate and not binding. In case of a delay in the delivery, the buyer does not have the right to cancel the order or to claim compensation for any damage whatsoever.

### **Article 5: Warranty**

- 5.1. Subject to the terms and conditions of this clause, IDEATEC warrants that all the products will be free under normal use and service from any design defects or defects in workmanship or materials, for a period of twenty four ( 24 ) months from the date of delivery of the products.  
This warranty is subject to the following terms and conditions:
  - a. the products have not been modified or altered except by IDEATEC or with its express authorisation in writing;
  - b. the products have been properly installed by the buyer or the final customer in accordance with the instructions and specifications of IDEATEC;
  - c. the products have been properly used and maintained at all times in accordance with the instructions and specifications of IDEATEC.
- 5.2 The Buyer shall bear all bank expenses related to payments to Ideatec.
- 5.3 For repairs covered by the warranty, IDEATEC will pay for shipping the product back to the customer. In any other circumstance, the shipping costs shall be payable by the customer.

### **Article 6 : Non-conformity of the products**

- 6.1. The buyer shall examine the products as soon as possible after their arrival at destination and shall notify IDEATEC in writing of any lack of conformity of the goods within seven (7) days from the date when the buyer discovers or ought to have discovered the lack of conformity.  
The notice shall contain a description of the lack of conformity.  
In any case the buyer shall have no remedy for lack of conformity if he fails to notify IDEATEC thereof within twenty-four (24) months from the date of delivery of the products.
- 6.2. The products shall be deemed to conform to the contract despite minor discrepancies which are usual in the particular trade or through course of dealing between the parties.
- 6.3. Where products are non-conforming and provided the terms and conditions of the warranty under article 5 are met and the buyer has given notice of the lack of conformity in accordance with article 5.1, IDEATEC shall at its option :
  - a. replace the products with conforming products, without any additional expense to the buyer, or
  - b. repair the products, without any other additional expense to the buyer, or
  - c. reimburse to the buyer the price paid for the non-conforming products and thereby terminate the sale contract as regards those products. IDEATEC may request the buyer to return the non-conforming products before replacing or repairing them.
- 6.4. If IDEATEC has failed to perform its duties under article 5.3 within a reasonable period of time, the buyer may give notice in writing to terminate the sale contract as regards the non-conforming products. Shall the buyer terminate the contract under this article 5.3, the buyer is entitled to damages non exceeding ten (10) % of the price of the non-conforming products.
- 6.5. The remedies under this article 5 are exclusive of other any remedies for non-conformity.  
In no event shall IDEATEC be liable for other damages whatsoever (including without limitation special, incidental, consequential or indirect damages for personal injury, loss of business profits, business interruption, loss of valuables or any commercial or financial loss arising out of any lack of conformity of the products.
- 6.6 The customer can not claim any pre-exchange, nor any loan of product, or compensation of any nature whatsoever. Therefore, the customer shall maintain a sufficient stock of products to supply all customers without undue delay.

### **Article 7: Prices**

- 7.1. All invoiced prices are in Euros.
- 7.2. The prices do not include VAT.
- 7.3. The prices do not include all costs which are at the buyer's charge (including without limitation transportation insurance, customs costs and any taxes whatsoever).
- 7.4. The prices cover only the sale of the products described in the acceptance of the order. They do not include any other supply or service, including without limitation installation or maintenance of the products.
- 7.5. IDEATEC reserves the right to revise its price list at any time with prior notice of 1 month to the Buyer.  
Unless otherwise specified, the new prices become applicable to all orders invoiced from the date on which the new prices become effective.

### **Article 8: Payment conditions**

- 8.1. Unless otherwise agreed in writing, payment shall be made before delivery of the products on presentation of a pro forma invoice
- 8.2. If the parties have agreed on a down payment, this payment must be received by IDEATEC at least thirty (30) days before the agreed date of delivery.
- 8.3. In any other circumstance, payment terms will be mentioned on the invoice and they will start to run from the invoice date.
- 8.4. Payments shall be made at the registered office of IDEATEC.
- 8.5. Any invoice unpaid by the due date shall automatically and without prior notice carry interest at the rate of one (1) % per month.

### **Article 9: Retention of title**

The title to the products shall pass from IDEATEC to the buyer after full payment of the price. All bank transfers must mention the reference(s) of the invoice(s).

### **Article 10 : Force majeure**

A party is not liable to the other for any failure to perform any of its obligations in so far as he proves:  
- that the failure was due to an impediment beyond its control, and  
- that he could not reasonably be expected to have taken into account the impediment and its effects upon its ability to perform at the time of the conclusion of the sale contract, and  
- that he could not reasonably have avoided or overcome it or at least its effects.

### **Article 11 : Intellectual property**

IDEATEC is and will remain the sole owner of all intellectual property rights in the products.  
The buyer shall not manufacture or copy or assist any other person to manufacture or copy the products or any part thereof.

### **Article 12 : Governing law**

Any questions relating to a sale contract with a buyer which are not expressly or implicitly settled by the provisions contained in these general terms and conditions or in any specific conditions agreed upon in writing by the parties shall be governed :

- a. by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980), and
- b. to the extent that such questions are not covered by the Vienna Convention of 1980, by reference to the laws of Belgium.

### **Article 13: Jurisdiction**

- 13.1. Any dispute arising out of or in connection with a sale contract with a buyer shall be exclusively settled by the Courts of Belgium, if the buyer has its principal place of business in a member State of the European Union.
- 13.2. If the buyer has not its principal place of business in a member State of the European Union, such dispute shall be exclusively and finally settled according to the CEPANI (Belgian Centre for Arbitration and mediation) rules on arbitration by one or more arbitrators appointed in accordance with the said rules. The place of arbitration will be Brussels. The languages of the proceedings shall be English and/or French.