



# GENERAL TERMS AND CONDITIONS OF SALE

## 1. GENERAL INFORMATION

- 1.1. All orders are subject to the provisions of the present general terms and conditions, and to the provisions of the order confirmations, and any special terms and conditions.
- 1.2. All the clauses and information stipulated in these documents are deemed to have been accepted by the contracting party by virtue of their order, even in the case where these would be in contradiction with their own general or special terms and conditions. Therefore, the latter do not govern the relationship between the parties, except if they are expressly accepted. The fact that no objection is raised against the provisions of the documents on the part of the purchaser, or that any clause of the present general terms and conditions is not implemented, cannot in any case be interpreted as an acceptance of the provisions stipulated in the documents of the buyer or as a waiver of the present general terms and conditions.
- 1.3. The relationship between the parties is governed by the Incoterms 2000 (<http://www.iccwbo.org/>).
- 1.4. The parties may use the following means to communicate between themselves: letter, fax, e-mail. Unless there is a special dispensation within these present general terms and conditions, any communication by these means shall be deemed to be in writing and to have probatory force between the parties. They shall be deemed as having been received on the day of despatch, except for letters for which a time-scale of 3 days has been stipulated.

## 2. DETERMINATION OF THE CONTRACT

- 2.1. The documents which constitute our quotations are strictly confidential. Any drawings, samples or models shall remain the exclusive property of LaserCo DT. They shall not be reproduced or communicated and shall be returned to LaserCo DT upon simple request. As a result of any use not authorised by LaserCo DT, the recipient of the quotations shall incur a charge for compensation at a fixed rate of €5,000.
- 2.2. The contract only enters into force upon the unconditional and written acceptance by the purchaser, within a period of two months following receipt of the quotation issued by LaserCo DT. With regard to pricing, the quotations shall only remain valid if the order complies in every respect with the terms and conditions of the quotation and occurs within the aforementioned period.

## 3. PRICING

- 3.1. Unless otherwise stipulated, the prices stated are exclusive of tax. The additional VAT invoiced shall always be borne by the customer.

## 4. DELIVERY - DEADLINES

- 4.2. Our delivery deadlines are purely for information purposes. They shall only enter into force upon receipt of the deposits or guarantees required and any necessary elements for the implementation of the order.
- 4.3. Any delay in the delivery with respect to the delivery date stipulated for information purposes shall not in any case constitute grounds to terminate or cancel the order, nor give rise to any compensation.
- 4.4. In the case of a simultaneous order for several tools, LaserCo DT reserves the right to implement and invoice partial deliveries (based on complete units, however). The purchaser has no right to object to this.
- 4.5. In the case of a force majeure event (such as, for example: war, mobilisation, unrest, strike, lock-out, accident, riot, insufficiency of materials or transport, fire, machine breakage, breakdown, difficulties in the supplies of raw materials, materials or energy, restriction, etc.), as well as situations in which sub-contractors, suppliers and transport companies of LaserCo DT might impede the implementation of the commitments, LaserCo DT shall be able to, either suspend the period of execution for the duration of the exceptional event concerned or the time necessary to rectify it, or terminate the contract by simple letter. This termination shall not give rise to any compensation.
- 4.6. Any complaint concerning the goods delivered shall be made in writing by registered letter, within maximum 8 days from the date on which the order reaches its destination. In the case of non-compliance with the aforementioned deadline, the complaint raised shall be considered as late and inadmissible. Returns shall not be accepted.

## 5. TRANSPORT AND RISK TRANSFER

- 5.1. Unless otherwise agreed in writing, the deliveries shall take place from the LaserCo DT workshops, and the transport shall be borne by the purchaser. The goods shall always travel at the risk of the purchaser, even if another delivery address has been agreed, and the sale shall be on the basis of carriage paid or FOB Incoterms 2000.
- 5.2. Unless otherwise stipulated in writing, the goods shall be collected by the purchaser within maximum 14 days of becoming available.

## 6. WARRANTY

- 6.1. The good workmanship warranty of the equipment sold shall be limited to free repair, providing the liability of LaserCo DT is recognised and established. No compensation shall be paid.
- 6.2. In any case, LaserCo DT cannot be held liable:
  - in the case of inappropriate use of the equipment or in non-recommended working conditions
  - in the case of modification of the equipment after delivery
  - in the case of a complaint occurring more than six months after delivery.

## 7. CANCELLATION - TERMINATION - DISSOLUTION

- 7.1. If an order is cancelled by the purchaser, a fixed irreducible indemnity of 30% of the order amount shall be due, excluding discount, rebate or reduction.
- 7.2. If the purchaser should fail to remove the goods within the period as stipulated in Article 4.2, LaserCo DT shall have the right, and this without any formal notice, to either invoice the goods sold and to request payment, or to consider the sale as cancelled by law. In the first case, the goods shall be stored at the expense and at the risk of the purchaser, at our workshops or at a third party's premises. The purchaser shall have to bear, in addition to the purchase price, as the principal sum, any interest and expenses, and the storage costs. In the second case, the purchaser shall be liable to pay the indemnity applicable to an order cancellation.

## 8. INVOICING - PAYMENT - RETENTION OF TITLE

- 8.1. Unless otherwise stipulated in the quotations, the order confirmations or invoices, the LaserCo DT invoices are payable 30 days from the end of the month in which the invoice was raised, to the address of the head office or onto one of the bank accounts as mentioned on the invoices.
- 8.2. LaserCo DT reserves the right to demand, even whilst the order is in progress, any financial guarantees or other guarantees that they may deem useful.
- 8.3. In the case of default of payment of an invoice on the due date, any invoices which have not yet fallen due shall lose the benefit of the credit terms granted and shall fall due immediately. Furthermore, in this case, LaserCo DT shall be authorised to delay the delivery of any other goods ordered until the invoices due have been paid.
- 8.4. Any invoices which remain unpaid, in whole or in part, on the due date or any invoices for which the purchaser has lost the benefit of credit terms, shall by law and without any formal notice, incur interest as stipulated in Article 5 of the Belgian law of 2 August 2002 which reads as follows: "Unless otherwise agreed by the parties with regard to Article 7, if the debtor defaults on payment within the agreed payment term, or if no payment term has been stipulated, within the payment term as stipulated in Article 4, the creditor shall have the right, with effect from the following day, by law and without any formal notice, to interest payments at the market interest rate increased by seven percentage points and rounded off to the half-point of the higher percentage".
- 8.5. Furthermore, the remaining balance due shall in all likelihood be increased by a minimum fixed indemnity equivalent to 15% of the outstanding balance, without prejudice to the right of the vendor to claim a higher indemnity, depending on the actual recovery costs by virtue of Article 6 of the Law of 2 August 2002: "Unless otherwise agreed by the parties with regard to Article 7, if the debtor defaults on payment within the agreed payment term, or if no payment term has been stipulated, within the payment term stipulated in Article 4, the creditor also has the right, and this without prejudice to his right to reimbursement of the legal expenses in accordance with the Legal Code, to claim from the debtor reasonable compensation for any relevant recovery costs incurred as a result of the delay in payment. The application of this article excludes the attribution to the creditor of the sums as stipulated in Articles 1018, para. 1, item 6, and 1022 of the Legal Code. These recovery costs shall respect the principles of transparency and shall be proportionate to the debt concerned".
- 8.6. Any bills drawn on the purchaser, bills of exchange received from the latter or any other means of payment accepted by LaserCo DT shall constitute no novation, nor derogation from our general terms and conditions of sale. The bills drawn on the purchaser must be received by ourselves duly accepted within 8 days from their date of issue. If not, the debt shall fall due immediately without any requirement to notify the purchaser. Any costs incurred by this means of payment selected by the purchaser shall be invoiced to the latter as an additional cost.
- 8.7. Any invoice objection not received within 8 days shall be deemed late and inadmissible.
- 8.8. LaserCo DT retains title to any equipment sold or delivered to the purchaser as a result of the implementation of an order from the latter, until full settlement of the price as the principal sum, interest and costs, and this without prejudice to the rules and regulations relating to the transfer of risks. The customer is therefore prohibited to sell, hire out, or to pledge the equipment until full settlement has been obtained.

## 9. COMPETENCE AND GOVERNING LAW

- 9.1. Any objection concerning the execution of the orders is governed by Belgian law.
- 9.2. In case of any dispute, the courts of the district of Mons shall have exclusive competence, even in the case of lis pendens or connexity.

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