

ERA BENELUX N.V.

GENERAL TERMS AND CONDITIONS OF SALE

1. General terms and conditions of sale

Our general terms and conditions of sale apply to orders placed and take precedence over the purchaser's ordering conditions. Acceptance of the confirmation of the order or of the invoice by the customer implies acceptance of our general terms and conditions.

2. Deliveries

Deliveries are made ex-factory to the vendor's premises. From the time of delivery, risks of every kind, including accident and force majeure, and storage, are transferred to the purchaser. Goods travel at the risk of the purchaser.

3. Delivery lead times

The minimum delivery lead time stated is indicative only. Non-compliance with this lead time by the vendor may in no way result in compensation for damages or in the cancellation of the sale to the detriment of the vendor.

4. Terms of payment

Invoices are payable in cash at the vendor's registered office. If this does not occur, any amount not paid on the due date for payment will automatically and without prior service of default accrue interest at the statutory rate. In addition, if payment is not made within fourteen days from notice of default being served, sent by registered letter, the customer will also automatically owe an indemnity equivalent to 15% of the amount of the invoice, with a minimum of 125 €, even in the event of payment by instalments being granted.

In the event of non-payment at a more convenient time of any of the amounts due from the invoice, the full debt will become payable, even if it is not due. This also applies to any balance owed on all other invoices, whether they are due for payment or not.

All discounts stated on this invoice lapse if payment is not made on the due date.

Any complaints relating to goods supplied do not entitle the purchaser to suspend payment.

In the event of evidence coming to light indicating that the purchaser's solvency is under threat, the vendor has the right to make continued fulfilment of the agreement subject to additional guarantees. More specifically, these indications include late payment of past invoices, disturbing annual financial statements, changes to the structure of the company, and any known distraint orders. If the vendor is placed in liquidation or declared bankrupt, the purchaser has the right to consider the agreement to have lapsed and to claim damages.

In the event of the purchaser not complying with its obligations, the sale may automatically be cancelled without service of default and without infringing the vendor's rights to compensation. A registered letter sent by the vendor is sufficient to express the vendor's will in the matter.

The drawing/or acceptance of bills of exchange, or other negotiable documents, will not provide for any renewal of debt and is not at variance with these general terms and conditions.

5. Warranty

Any complaint regarding visible defects or non-conformity of the goods must be indicated immediately on the delivery docket and/or the shipping document.

A contractual warranty that only applies to hidden defects is granted to goods delivered during a period of 24 months after delivery, or 36,000 km, if this distance is covered earlier. This is on condition that the vendor is notified in writing within 8 days of these defects being discovered.

The warranty is limited to spare parts and excludes the labour costs required for the repair. Any claim from the purchaser for damages is limited to what is stated above.

The vendor declines any other liability for any kind of damage or other direct or indirect claim caused by an accident or arising from any partial or total improper operation of the goods supplied, as well as for accidents that may occur during or as a result of the installation.

Any right to the warranty lapses if the invoice relating to the goods supplied has not been paid properly at the time at which the incident that led to the claim on the warranty occurred.

6. Standard exchange: guarantee

Any remanufactured part sent out by the vendor will be provided as a standard exchange. To guarantee the vendor that the exchange defective part is sent back, a surcharge is invoiced to the purchaser. The purchaser may obtain a refund by sending in the exchanged part within 12 months of the date of the invoice, in the original packaging used to send out the remanufactured parts. These parts must not display any defect which makes their overhaul impossible.

If the purchaser does not comply with any one of these conditions, the surcharged amount will remain acquired for the vendor.

7. Ownership clause

The vendor will remain the owner of the goods sold until such time as the effective payment for the fully principal and any subsidiary amounts has **been** made. The purchaser is not permitted to dispose of these goods or to have them in any other way at its disposal. Failure to pay within any of the periods for due payment may result in the goods being claimed back.

8. Protection of privacy

The purchaser's personal details, as stated on the vendor's documents, are intended for internal use and for promotional campaigns. Pursuant to the Act of 8th December 1992 governing the protection of privacy, the purchaser has the right to inspect these details and, where necessary, to amend them.

9. Jurisdiction – Applicable law

Belgian law applies to all sales and, in the event of a dispute, the courts in the judicial district of Kortrijk shall have sole jurisdiction.

10. All our components may only be assembled by professionals.