

## LABORAMA SECTION LAB - GENERAL SALES AND PERFORMANCE CONDITIONS





## SECTION "LAB" - LABORATORY EQUIPMENT

GENERAL CONDITIONS OF SALE AND PERFORMANCE
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### **1. GENERAL - FORMATION OF THE CONTRACT**

All our offers are subject to these general terms and conditions, which must be interpreted strictly and take precedence over any general terms and conditions of our clients, which the latter expressly accept. The present general terms and conditions shall also apply to all future contracts, even if these general contractual conditions are not brought to the attention of our clients. These general terms and conditions may not be altered by any express provision to the contrary.

### **2. OFFER**

#### **2.1.- Nature**

Our studies, catalogs, brochures, price lists, technical documentation and information of all kinds as provided to the client do not constitute a quotation and are not binding on us in any way.

Unless otherwise stipulated, our quotations are only valid for a period of 14 days. We are only bound by our quotations if the client's acceptance reaches us during this period. The prices indicated in our quotations are only valid subject to a complete order for the goods that are the subject of the quotation.

Are not included in the quotation, unless expressly stipulated otherwise:

All work relating to the installation, connection, and commissioning, which may, however, be the subject of a special quotation provided on request,

All work and materials relating to protection and packaging (see also nos. 5.1 and 11).

## **2.2.- Preliminary study and annexes to the quotation**

All appendices, plans and diagrams of material attached to each quotation are for guidance purposes only. The supplier may make changes to the material up to the time of approval of the order and even afterwards, but only under the sole condition that the material supplied has at least as adequate characteristics as the material specified in the quotation and that it meets all the needs formulated by the buyer in his order.

The qualities and coefficients of performance stated by us are based on tests carried out. They are given solely as an indication and - unless expressly guaranteed otherwise - cannot form the basis of any dispute or claim in the unlikely event that these values are not achieved.

The plans and (assembly) diagrams that may be appended to the documents and the quotation are only added to help find a solution to one or other difficulty and do not bind the supplier in any way. In any event, our clients undertake to have any study carried out concerning the installation, the fitting, and the assembly; the clients guarantee, at their own expense, the conformity of the solution chosen with the rules in force concerning noise, hygiene, and safety, even if a special material is supplied at the client's request (whether or not accompanied by additional documents). They only guarantee the conformity of the material to the requirements that have been retained within the framework of an accepted order or of another contractual document.

However, at the express request of the client, we can accept to carry out certain studies related to placement, fitting or assembly ourselves or to have them carried out, which will then be the subject of a separate invoice and in which case we can only be held liable for any serious errors committed by us that do not correspond to the rules of good craftsmanship.

Also forms the subject of a special invoice, any study carried out and accepted at the request of the client in connection with the manufacture of a special material.

## **3. INDUSTRIAL PROPERTIES**

**3.1.-** All designs, drawings, studies, sketches, plans, specifications, photographs, engravings, printed matter, etc. made available by our agent's representatives or personnel, even in case of special remuneration, are and remain our property, which is also the case for the intellectual rights attached to them. They are returned to us on simple request.

Our clients commit to maintain them in confidence and not to communicate, distribute, assign, reproduce or perform them in any way without prior special and written authorization.

**3.2.-** Our clients are prohibited from selling other products under our brand and or trade name. Likewise, our brand or trade name may not be used in any way for our clients' own products without our prior express permission.

#### **4. ORDERS AND ACCEPTANCES**

**4.1.-** Our clients commit themselves in a definitive way by signing for agreement the copy of the quotation and returning it, accompanied by the advance payment as stated in the quotation.

Any change to the order discharges us from complying with the delivery period originally agreed.

Any advance received in connection with the order shall be definitively acquired, except in the case of default by the supplier, and this after 3 months following the sending of a formal notice.

In the event of cancellation of the order for materials, the part of the order that has been executed or that is in progress at the time of receipt of the notification of cancellation shall be paid by our clients. The order in progress is understood to mean not only the part of the order for which actual execution has started, but also the part which is in preparation by means of a specific stock, as well as the orders which could no longer be cancelled with possible suppliers and subcontractors.

#### **5. PRICES**

**5.1.-** The prices quoted are net prices, departure from warehouse, which include normal packaging. If it proves necessary to deliver goods in boxes, pallets or any other special condition, the cost of this will be charged for which, unless expressly stipulated otherwise, the client will in turn be credited if he returns this packaging to us in good condition within 30 days. No refund can be made for the return of normal packaging.

**5.2.-** All invoices for an amount lower than 190 EURO excluding VAT will automatically be increased by 13 EURO for administration and transport costs.

**5.3.-** We reserve the right to change our prices even during the execution of an order if the parameters regarding working hours, raw materials or transport are changed. The adjustment will then be made according to the following formula:

$$P = p \{0.20 + 0.30 S: s + 0.5M:m\}$$

Where: P = new price  
p = old price  
S = new pay scales  
s = old pay scale  
M = new cost of goods  
m = old cost of goods

Transport prices by rail, water or road are for information purposes only and do not bind us in any way.

## **6. PROVISIONIN – TRANSFER – DELIVERY TERMS**

**6.1.-** The delivery periods given are indicative only and we shall do everything in our power to respect them. Under no circumstances can a delay give rise to a claim for compensation or to a claim for cancellation of the contract.

Our obligations are suspended in the event of any force majeure such as strike, lockout, fire, inclement weather, delay by our suppliers or any other circumstance that reasonably prevents us from fulfilling our obligations under normal economic conditions.

Our commitments will also be suspended if our clients fail to provide the information or documents that they are required to supply if they fail to communicate changes to the order or if payment is not made on time....

**6.2.-** Our goods are made available in our warehouses or at the place of acceptance agreed for this purpose.

The goods are dispatched at the customer's risk regardless of the means of transport used, subject to the latter's right of recourse against those whom he may have charged - other than us - with packaging, loading and unloading, and transport, and this regardless of any other indications such as "delivered carriage paid", "station", "at the quay", "to the buyer" or against full or partial reimbursement of the transport costs", since such indications are presumed to refer to payment and not to the transfer of risk or to our liability.

Our clients undertake to take delivery of the goods within 8 days of the date on which they are made available. At the end of this period, the material will be kept at our disposal in a warehouse and, if necessary, processed at our clients' expense.

**6.3.-** Any complaint regarding the delivered merchandise must be sent to us within 8 days of their receipt. At the expiry of this period, no complaint can be accepted.

Processed and/or incorporated goods shall be deemed to have been accepted.

**6.4.-** In the event of a justified complaint, returns will only be accepted if we have previously authorized them in writing and if such returns are made in accordance with our shipping instructions. These goods must reach us free of charge and must be in a new and perfect condition. In case of returns of damaged materials, a prior repair may be carried out by us at the expense of the customer. These costs will be paid by the customer before any exchange with other material.

## **7. OWNERSHIP RETENTION**

**7.1.-** Notwithstanding article 1583 of the Civil Code, the goods delivered by us remain our exclusive property until full payment of the price by the buyer, plus any additional costs and taxes.

However, the risks relating to the delivered goods are borne by the client from the moment of delivery onwards.

**7.2.-** Our clients undertake not to alter, transform, incorporate, or resell the merchandise nor to put it up as collateral or use it as security for a claim of a third party before they have become the owner of it.

**7.3.-** In the absence of payment within the contractually stipulated period, we reserve the right to demand the return of the goods and to proceed to the establishment of the breach of the sale-purchase by simple notification of a letter within 8 days of a notice of default remaining without effect, and this without prejudice to any other claim for damages.

## **8. BILLING AND PAYMENTS**

**8.1. -** Every first order is carried out against cash on delivery.

**8.2.-** Our invoices are deemed to have been accepted by right if they are not disputed in writing within 8 days of receipt. They are payable in cash to our head office, to our bank accounts or to our post office cheque account, unless otherwise stipulated. Any bills of exchange do not entail a renewal of debt. Payment by the purchaser by means of accepted bills of exchange automatically entails permission for us to take these titles into account, any discount or premium being borne by the purchaser.

**8.3.-** Non-payment or late payment of a single invoice on its due date will automatically and without notice incur interest on arrears equal to the legal interest rate plus 3 points. In addition, any invoice not paid on time or not paid at all will automatically and without notice incur a fixed and irreducible compensation of 15% with a minimum of 125 Euros.

Finally, the non-payment or late payment of a single invoice on the due date will entail the callability of all the other invoices we hold against this client. Moreover, in this case we are entitled to establish the dissolution of all contracts under execution without any formality and subject to compensation.

## **9. THE WARRANTY**

**9.1.-** We guarantee our products and services against any manufacturing defect or functional flaw, whether arising from a defect in the conception, raw materials, fabrication, or execution and this within the limits of the following conditions:

- \* For the goods manufactured outside our premises, (for example electronic pipes, lighting...) our warranty is limited to the warranty granted to us by the manufacturer or supplier.
- \* The guarantee applies only to deliveries made by the supplier. It does not extend to the materials in which our supplies would be incorporated and in particular not to the properties or characteristics of these materials.
- \* If the devices are incorporated by the customer himself or by a third party in any

material, only the customer is responsible for the adaptation, choice and whether or not the delivery by the seller is adequate. The guarantee is in no way guaranteed in the event of faulty assembly, adjustment, conception and functioning of the whole or of the parts of this combination thus created.

**9.2.-** Are expressly excluded from the warranty, defects and/or damages that are the immediate consequence of or that appear within the framework of one of the following cases:

- Any negligence, error of connection or manipulation, any use of the equipment other than the technical specifications of the supplier, as described in the user manual provided to the client described in the instructions for use supplied to the client or, in general, any incorrect or abusive use,
- Any excessive or abnormal use,
- Any intervention, arrangement, repair, or similar practice in connection with the maintenance works carried out by any person not authorized to do so by the vendor.
- Any fire, water damage, accidents or air conditioning failures, storms, consequences of storms or meteorological disasters.
- Any act or fault causing damage, caused by anyone, including the customer himself or his agents
- Any damage caused by the transport, even if the delivery is carriage paid.

**9.3.-** Our liability is conventionally expressly limited. Even in the event of injury to persons or property arising from a hidden defect in the equipment or from improper handling on our part, our liability shall be limited to repairing the defective parts recognized as such or to replacing them free of charge, formally excluding any compensation whatever the cause. Defective parts recovered by us following their replacement shall remain our property.

**9.4.-** In any event, any defect must be notified to the vendor by registered letter within 8 days of its discovery and at the latest within 12 months of it being made available to the client on pain of the forfeiture of any claim.

## **10. CANCELLATION CLAUSE**

In case our clients would not comply with one of their commitments such as in case of non-payment or refusal to take delivery of the ordered material within the agreed terms, all contracts of sale concluded with us and remaining unpaid will be automatically cancelled if a registered notice of default by the seller is not followed by a satisfactory settlement within 8 days.

The deliveries made and still owned by us will have to be refunded, whereby we are entitled to an amount of 30% of all cancelled contracts by way of compensation, unless we can demonstrate a higher compensation.

## **11. PACKAGING**

All packaging and protection of equipment for transport and storage shall be invoiced in addition to the goods. In the absence of special indication, all packaging shall be prepared by the vendor according to what he considers necessary in function of the nature of the goods and of transport and storage.

## **12. TRANSPORTATION**

All operations relating to transport, insurance, customs, etc. shall be at the expense and risk of the Buyer, who shall have the right to verify the shipments on arrival and, if necessary, to act against the carrier or the shipping agent or the intermediary, even if the shipment was delivered carriage paid.

## **13. TRANSFER AND SUBSTITUTION**

We have the right to be replaced in the execution of our commitments by any other third party we deem suitable.

## **14. ABSENCE OF RENUNCIATION**

Forfeiture shall not be presumed. The fact that we have not immediately exercised a contractual right shall not in any way have the effect of renouncing that possibility of doing so at a later date, where appropriate in court, subject to the limitation periods provided for in the Civil Code.

## **15. ACCEPTANCE OBLIGATION FOR PROFESSIONAL ELECTRICAL AND ELECTRONIC EQUIPMENT**

For the implementation of the take-back obligation for professional electrical and electronic equipment, the supplier has joined RECUPEL and pays an administrative contribution. The customer undertakes to bear any costs of collection and processing both professional appliances that are the subject of this [order form/invoice] when they are to be discarded and of the discarded electrical and electronic appliances that are to be replaced by them.

To comply with the waste legislation, the customer may use for this purpose an operator with which RECUPEL has concluded a Charter ([www.recupel.be](http://www.recupel.be)). If desired, the supplier can put the customer in touch with an operator for a price offer.

## **16. APPLICABLE JURISDICTION CLAUSE**

Our purchase and sales agreements are governed by Belgian law. Any dispute shall fall within the exclusive jurisdiction of the courts of the jurisdiction in which our registered office is in which our registered office is situated, even in case of plurality of defendants, counterclaim, intervention, and indemnification, and even in summary proceedings.