

These conditions form an integral part of the contract excluding the customer's own terms. There may be waived only in writing.

- 1. Acceptance.** Without the prior written consent from us, the fact that our customer order, work or services entrusted, in itself imply that he accepts our terms and conditions below. The general conditions of sale included in the documents of our clients are not enforceable against us. The general purchase by the buyer shall not, unless we send a written agreement with our consent. Acceptance of order forms or sending a confirmation that we never take the purchase of customer acceptance.
- 2. Offers.** Unless previously withdrawn by us, our offers valid only during the periods, or if no period was marked, for 30 days after their date. Only the legitimate representatives, can validly link our company. The goods and services are delivered as specified on the invoice or purchase order. Moreover, we can always deliver similar materials of a different brand without providing may result in price reductions.
- 3. Delivery and execution terms.** Delivery is to the seller, unless other Party written agreement. All delivery lead times are always given guidance and where possible we will be arrested. Any breach of these terms shall in no event be entitled to damages or penalty. Also, the customer does not have the right to cancel the contract or order, to break and / or the receipt of the goods and / or execution of works and / or refuse payment.
- 4. Force Majeure.** The orders will be as soon as possible according to availability and the processing and manufacturing performed. If we are due to circumstances which are beyond our control occur, prevented our obligations, we have the choice to implement the agreement on hold until conditions persist, or the agreement by written notice to the end customers. Following conditions are considered as force majeure: strike, lockout, riots, revolution, mobilization, war, epidemics, governmental action, transport difficulties, machine failures, fire, flood, failure of suppliers or other similar or dissimilar circumstances.
- 5. Costs and risks.** Once the goods leave our company, any risk to the customer, which is also responsible for all costs of packaging, insurance, transport and taxes of any kind.
- 6. Complaints.** No complaints about our products, services or invoices is admissible, if not in writing by registered letter to our company is directed may, within seven calendar days after the date of delivery or performance, or after the invoice date. Moreover, the complaint concerning the nature, quantities, qualities and physical condition of the goods have focused on the time of delivery and also explicitly mentioned in the original transport document delivery and / or service report owned by us or our Hidden defects must transporter immediately after its discovery to be reported in the manner described in this article put. Unless written consent from us will be no return rights may be affected; the mere acceptance of returned goods is still subject to all reservations, and does not accept our return. The existence of complaints don't relieve the customer from his obligation to pay our bills on their due date. In agreement must return the goods within 8 calendar days except in the case of damage, intact and undamaged in its original packaging to be returned.
- 7. Payment.** Unless otherwise agreed in writing, all our bills on their date, payable in cash. Payment will be made without any setoff or deduction which is not agreed in writing, and in the manner indicated by Imexel. Failure to pay a bill on the due date, the balance due under all other invoices, regardless of their maturity and even valid, legally claimable be integral, plus the following fees. Any amount due will automatically and without notice and summons is required, a default interest rate yield, calculated from the reference rate of the European Central Bank. Furthermore, any amounts to be increased by ten percent as a conventional fixed compensation, with a minimum fee of 75 EURO per invoice by way of indemnification for extrajudicial collection costs and contractual damages, without prejudice to other relevant recovery costs.
- 8. Retention.** All sales and deliveries are always under the condition of full payment and we expressly reserve title to the goods delivered until full payment of the price. Until then the customer cannot dispose of the property or in any way dispose and / or make changes. In case of late payment we have the right to become the goods from the customer at risk and costs, even if they are already installed or property working, without creating a legal intervention is necessary, as we so by virtue of his order the customer irrevocably authorized, without prejudice to other conditions. Meanwhile, the goods must be kept in the same state.
- 9. Dissolution.** If the customer fails one or more engagements, we have the right to either enforce demand by application of the present general conditions, either the contract of right and without notice dissolved explained, including per by registered letter or fax to the customer. In the latter case, the customer will be required to pay what is already supplied and carried out, and also for compensation for our loss, with an absolute fixed minimum of 30% of the agreed price plus VAT, or less than the maximum permitted by law.
- 10. Solvency.** We will always have the right to demand before a supply or work advance payments. Notwithstanding our right in the aforementioned article, we will fully guarantee or full payment may require, if confidence in the creditworthiness of the customer is shaken, as the late payment of a bill, by refusing a bill to accept or a protest of a bill, by asking for time, by seeking an arrangement, by acts of legal actions against the customer and / or any other identifiable event. In all cases, we also have a lien on all property owned by the customer, so until our complete payment.
- 11. No Debt renewal.** The issuance of commercial paper and / or whether or not accepted bills of exchange for full or partial payment of bills or the payment guarantee and / or authorizing payment terms, will never be a debt renewal and / or a range of current global conditions are entail. In all cases, our general conditions apply in their entirety.
- 12. Warranty.** We only provide warranty on products supplied by us. This guarantee is in any case limited to the guarantee provided by the manufacturer or supplier. Moreover, the guarantee is limited to defects that are directly attributable to a design, manufacturing or component failure, and also to the provision of replacement goods or parts, excluding any costs of any servile nature, such as travel, hourly, etc. The customer must present the goods in our workshop and deliver back to pick up, unless he asks dispatch to his cost and risk. In case of export, the guarantee was limited to the shipment, cost and risk of the customer, replacement parts for the customer to us within the warranty defective parts sent in. All additional costs such as legal fees to spare, duties, taxes and shipping costs are paid by the customer. All warranty replacement goods or parts are still our property. We will we sell goods to the extent that no special rules hereinafter replaced by goods of the same species as far as possible, in equal amounts and / or formats, if the customer has enabled us a proper investigation and in that investigation showed that the goods, within the applicable warranty period, they have not fulfilled the requirements may be made reasonably. Any warranty expires:
  - dishonor able to use, abuse or use of equipment that deviates from the requirements of the product;
  - case of lack of supervision or maintenance of humidity, corrosion, dirt and other external causes such as lightning and surge;
  - case of repairs, modification, replacement or addition of constituents, or other interventions, such as opening the equipment that our staff are conducted;
  - event of sale or rental of equipment to third parties;
  - in case of breach of commitments to us. Nor will we be liable to pay any of the indirect damage or injury in the operating profit or loss, nor for compensation for damage or loss suffered by third parties.
- 13. Work.** Also for repair work and our guarantee is limited to the replacement or repair of its work done. Any damage to structures, buildings and / or device is not under our responsibility. Any adjustments, replacements, repairs, additions and / or other works not specifically listed within the contract are not included in the price. If they are entrusted to us, they will be charged a fee.
- 14. Royalty.** The customer is committed to strict compliance with the legislation on copyright related software supplied by us and all conditions of the manufacturer and / or its suppliers.
- 15. Delivery.** We will at all times have the right for each full or partial delivery, performance and / or a repair order, delivery or service report must be signed by the client or his appointee. The completion of works is deemed to have occurred at the conclusion of the works and at least for a commissioning.
- 16. Liability Goods / Services / Land.** Imexel cannot be held responsible for related software and / or hardware which is not by Imexel developed. They may also not be held liable for damage or loss of stored data and / or programs.
- 17. Disputes.** Any dispute that arises under this Agreement, are governed by Belgian law. In case of dispute the jurisdiction is in hand of the courts of Antwerp (Belgium).