



## STANDARD CONDITIONS OF SALE

1. When A Quotation is given it applies only to the enquiry which initiated it and is subject to the terms of that quotation and to these conditions. A quotation must be considered as withdrawn at the expiration of twenty-one days from its date unless otherwise stated therein or unless it has been previously withdrawn by us in writing. Any general or special conditions inserted into quotations or annexed thereto shall form part of and in case of conflict prevail over these conditions.
2. All Contracts of Sale shall be subject to the following conditions which cannot be varied, suspended or added to except with the prior written consent of the Company (The Vendor). Any terms and conditions in the order at variance with these conditions shall have no effect agreed by the Vendor in writing.
3. No cancellation, suspension or variation of an order requested by the purchaser shall be valid unless agreed by the Vendor in writing and such agreement will only be given subject to adequate compensation for expenses incurred in connection with the contract, and for loss of profit.
4. Any cost incurred by the Vendor owing to suspension of the work on the purchaser's instructions or by reason of his lack of instructions or mistaken instructions, variations or interruptions, delays, overtime or unusual hours for which the Vendor is not responsible, shall be added to the contract price and paid for accordingly.
5. Time stated for delivery in quotations and order acknowledgements is estimated as accurately as possible but is not guaranteed.
6. The Vendor cannot accept any responsibility for delay in dispatch, or non-fulfillment or delayed fulfillment of the order due to war, riot, restraint of Government, strikes, lockouts, disputes with workpeople, shortened hours of labor, fire, accidents, non-availability of materials, stoppage of or interference with transport, compliance with Government requirements of any cause which the Vendor had no power to avert.
7. All products bought from the Vendor are warranted by the manufacturer of these goods. Therefore all warranty demands should be directed directly to the manufacturer and therefore the Vendor can not be held responsible for any warranty cases.
8. Any goods returned and accepted as defective or inaccurate will be replaced or, at the Vendors or Manufacturers option made serviceable for their original purpose free of charge, providing such goods are returned in the same condition in which they were received from the Vendor/Manufacturer and within a reasonable period. No claim shall be entertained by the Vendor/Manufacturer for labor costs or other expenditure incurred on any goods the subject of an order unless the purchasers have the written agreement of the Vendor/Manufacturer to incur such expenditure. No claim shall be entertained for any resultant loss or damage suffered by the purchaser arising out of any defects or inaccuracies in the said goods or arising out of delay in fulfillment of the order.
9. All goods are to be signed for to carriers 'Unexamined' if they cannot be examined on receipt. Loss or damage should be reported to the carriers within three days of receipt and non-delivery within seven days of despatch, and a provisional claim should be made on the carriers in writing immediately. All communications respecting delay, damage or loss should be address to the Vendors Traffic Department.
10. In the case of returnable packing materials, all empties or bags not returned, carriage paid, within eight weeks will be invoiced, and must be paid for an invoiced.
11. The purchaser shall indemnify the Vendor against all damages, penalties, costs and expenses arising out of the infringement of any patent or registered design for any claim for such infringement involved in work carried out in accordance with the order. The purchaser will recognize that materials supplied by the Vendor may be subject of patents, patent applications, design registrations, etc., and any information or designs supplied by the Vendor will be treated in confidence.
12. All quotations are subject to any increase in wages and/or materials or transport, between their date and the date of acceptance and during the currency of the contract.
13. Unless agreed in writing with the Vendor the buyer shall pay for the goods net cash within the payment conditions stated on the invoice. In absence of written payment conditions on the invoice, the buyer shall pay for the goods net cash within 30 days after the end of the month in which the goods are dispatched. Interest will be charged monthly on all overdue amounts at a rate of one and a half per cent per month. In case of late payment, an indemnification of fifteen percent of the total invoice value is owed and this without formal notice. The Company reserves the right to withdraw open account terms at any time.
14. All prices are quoted ex works unless otherwise stated or agreed in writing with the Vendor.
15. Delivery should be deemed to be effective and the risk in the goods shall pass:
  - i. In the case of goods to be supplied C.I.F. or F.O.B. - when the goods pass over the ships rail at the Port of Shipment.
  - ii. In the case of goods to be collected by the buyer or the buyers agent - when the goods are loaded onto the vehicle collecting them.
  - iii. In other cases - when the goods are unloaded at the address nominated by the buyer or the buyers agent for delivery.
16. Property in the goods shall pass to the Purchaser only on payment in full to the Vendor of all sums payable in respect thereof. Until such payment is received the goods remain the absolute property of the Vendor and the Purchaser shall allow the Vendor to repossess such goods at its entire discretion and at any time prior to payment in full therefore such repossession shall not affect in any way the continued existence of any contract between the parties.
17. The Purchaser will bring to the attention of those who use goods all instructions provided by the Vendor on their use (including precautions to be taken) and will secure that they have the necessary skill and understanding in respect of their use. The Purchaser will protect the Vendor against any failure by the Purchaser to carry out his obligations.
18. These terms and conditions shall be governed by and interpreted in accordance with the laws of Belgium.